

***LABOR-MANAGEMENT
AGREEMENT***

BETWEEN

**UNITED STATES ARMY SPECIAL OPERATIONS
COMMAND TECHNOLOGY APPLICATIONS
PROGRAM OFFICE (TAPO)
FORT EUSTIS, VIRGINIA**

AND

***NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES (NAGE), LOCAL R4-6
FORT EUSTIS, VIRGINIA***

EFFECTIVE DATE

13 July 2011

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PREAMBLE

Subject to all applicable STATUTES and regulations, this negotiated UNION-EMPLOYER Agreement, hereinafter called the Agreement is entered into by and between the National Association of Government Employees (NAGE), Local R4-6, Fort Eustis, Virginia, hereinafter referred to as the “UNION,” and the US Army Special Operations Command, Technology Applications Program Office (TAPO), Fort Eustis, Virginia, hereinafter, referred to as the “EMPLOYER”, and collectively referred to as the “PARTIES.” “TAPO” for purposes of this Agreement shall also include the Technology Applications Contracting Office.

PURPOSE

In consideration of the mutual covenants herein set forth, the PARTIES hereto intending to be bound hereby agree as follows: WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Agency; and WHEREAS it is the intent and purpose of the PARTIES hereto to promote and improve the efficient administration of the Agency, and the well being of employees within the meaning of STATUTES currently in effect at the signing of this Agreement; to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the EMPLOYER, and to provide means for open discussion and adjustment of matters of mutual interest. In fulfilling these responsibilities, the PARTIES do affirm that they shall bargain in good faith to ensure good relations. THEREFORE, the PARTIES agree hereto as follows:

DEFINITIONS AND CONTRACT LANGUAGE

Section 1. For a better understanding of this Agreement, the following definitions are set forth:

a. **Supervisor:** An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust employee grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their employment time to exercising such authority.

b. **Management Official:** An individual employed by an Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

c. **Confidential Employee:** An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policy in the field of labor-management relations.

d. **Professional Employee:**

(1) An employee engaged in the performance of work –

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

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

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

(d) Which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

(2) An employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (1)(a) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (1) of this

paragraph.

e. **Collective Bargaining:** The performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit in the Agency to meet at reasonable times and to consult, and bargain in good-faith effort to reach Agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either PARTY, a written document incorporating the collective bargaining Agreement reached, but the obligation referred to in this paragraph does not compel either PARTY to agree to a proposal or to make a concession.

Section 2. For the purpose of this Agreement the following terms are defined:

a. **Agency:** Where the term Agency is used it refers to the Department of the Army.

b. **Consultation:** Mutual discussion of policies, programs, and procedures related to working conditions of members of the unit which are within the authority of the EMPLOYER for the purpose of obtaining UNION views before the EMPLOYER takes final action. This definition does not compel either PARTY to agree to a proposal or make a concession.

c. **Negotiation:** Collective bargaining between the EMPLOYER and the UNION with the objective of reaching formal written Agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

d. **Mid-Term Bargaining:** Negotiations during the life of the Agreement concerning changes:

- (1) To conditions of employment not covered by the terms of this Agreement:
- (2) STATUTES; or
- (3) Regulations.

e. **Impact and Implementation (I&I) Bargaining:** Negotiations regarding procedures the EMPLOYER shall follow in implementing decisions resulting from the exercise of its reserved rights under applicable federal law and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

f. **Grievance:** any complaint:

- (1) By any employee concerning any matter relating to the employment of the employee;
- (2) By the UNION concerning any matter relating to employment of any employee; or

(3) By any employee, the UNION or the EMPLOYER concerning -

(a) The effect or interpretation, or a claim of breach, of this Agreement; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Contract Language:

a. **Gender:** Whenever language in this Agreement refers to gender, it refers to either gender (i.e., he/his/him, includes she/her/hers).

b. **Calendar days:** Whenever a calendar day deadline falls on a non-workday, the deadline shall be the next regular workday.

c.. **Shall vs. Will:** “Shall” and “Will” have the same meaning for purposes of this Agreement.

d. **Titles and Headings:** In this Agreement, Article titles and Section headings are provided for ease of reference only and have no substantive meaning in and of themselves.

Whenever language in this agreement refers to specific duties or responsibilities of the Employer, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed. Whenever language refers to the Supervisor or other specific person/position, it is understood that this is a general reference and not specifically any one individual.

ARTICLE 1

UNION/MANAGEMENT MEETINGS

Section 1. The UNION President or designee shall have the right to attend the monthly UNION meeting hosted by the Fort Eustis Civilian Personnel Advisory Center (CPAC) which is a general information meeting for all bargaining units at Fort Eustis. In addition to this right, the PARTIES agree to the below for matters specific to this collective bargaining Agreement.

Section 2. Both PARTIES commit themselves to at least a quarterly consultative meeting, at a mutually convenient date and time, to consult regarding specific and general matters relating to the UNION. Specific grievances, appeals and ongoing collective bargaining issues will not be discussed at these meetings. Attendees may include the Director, AMCOM Special Programs or designee; Chief, Technical Applications Contracting Office or designee; Chief, Technical Applications Program Office or designee; CPAC representative; TAPO Bargaining Unit President or designee; or any designated representative of the national UNION. Additional personnel may be added by mutual consent. Submission of written proposed topics in advance is at the discretion of each PARTY.

Section 3. These meetings may be cancelled if mutually agreed to by the PARTIES.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including published Agency policies and regulations in effect at the time the Agreement was approved, and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities.

Section 2. It is agreed and understood by the PARTIES that this Article applies to this initial Agreement and all supplemental implementing, subsidiary, or informal Agreements between the PARTIES.

Section 3. In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the PARTIES shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of applicable regulation and STATUTES.

ARTICLE 3

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. The PARTIES agree to cooperate in implementing and administering the Agreement to include making those changes required by the Agreement.

Section 2. It is recognized that this Agreement is not all inclusive and the fact that certain working conditions (to include past practices) have not been specifically covered in the Agreement does not lessen the responsibility of either PARTY to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 3. Matters appropriate for consultation or negotiation between the PARTIES are personnel policies and practices and procedures relating to conditions of employment which are within the discretion of the EMPLOYER, and changes of laws and regulations or policies directive in nature to the EMPLOYER that may warrant changes to conditions of employment.

a. Either PARTY has the right to confer with the other concerning subjects appropriate for consultation or negotiation. The PARTY desiring a meeting shall give notice to the other PARTY specifying the subject matter to be discussed.

b. The EMPLOYER agrees that it shall notify the UNION in writing of proposed changes in working conditions of employees.

Section 4. The following procedures shall apply to Mid-Term Bargaining:

a. The PARTY requesting bargaining shall do so in writing and shall include its written proposals along with its request for bargaining.

b. The responding PARTY shall submit written counter proposals, if any within ten (10) calendar days of receipt of any request to bargain.

c. Negotiations shall commence not later than fifteen (15) calendar days from the receipt of the request to bargain and the written proposals.

d. If, after thirty (30) calendar days from the commencement of negotiations, an Agreement has not been reached, the PARTIES shall jointly invoke mediation.

Section 5. During the life of this Agreement, the EMPLOYER shall enter into Impact and Implementation (I & I) Bargaining if requested by the UNION on any decision or action taken by the EMPLOYER in exercising its management rights, where appropriate arrangements for employees adversely affected by the exercise of such rights and implementing procedures have not been negotiated into this Agreement.

Section 6. The following procedures shall apply to I & I Bargaining:

a. The EMPLOYER shall notify the UNION in writing prior to the planned implementation of a proposed change to conditions of employment. The written notice shall provide the UNION:

- (1) The proposed change,
- (2) The reason for the change, and
- (3) The proposed effective date of the change.

b. Normally, the UNION shall have fifteen (15) calendar days from the Date of notification to request bargaining and to forward written proposals to the EMPLOYER.

c. If the UNION does not request bargaining and forward written proposals within the time limit, the EMPLOYER may implement the proposed change (s).

d. Upon timely request by the UNION bargaining shall commence within then (10) calendar days of the EMPLOYER's receipt of the UNION's written proposals, unless otherwise agreed upon by the PARTIES.

e. If, after thirty (30) calendar days from the initial date of notification by the EMPLOYER, and Agreement has not been reached on I & I bargaining proposals, the PARTIES shall jointly invoke mediation.

ARTICLE 4

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The PARTIES recognize that situations may arise where unit employees, the UNION, or the EMPLOYER may become aggrieved over matters relating to conditions of employment or the interpretation and application of this Agreement. This Article provides procedures for fair, simple, and expeditious consideration and settlement of grievances. The term “grievance” is defined in the Definitions section of this Agreement.

Section 2. This Negotiated Grievance Procedure (NGP) is the exclusive procedure available to unit employees, the UNION, and the EMPLOYER for resolving grievances.

Section 3. The following matters are excluded from the NGP:

- a. Political Activities.
- b. Retirement, Life or Health Insurance issues appealable under other authorities and in other venues.
- c. Suspension or Removal for National Security Reasons affected under 5 U.S.C. 7532.
- d. Examination, Certification or Appointment.
- e. Position Classification which does not result in loss of grade or pay;
- f. Nonselection for promotion from a group of properly ranked and certified candidates;
- g. Fair Labor Standards Act (FLSA) determinations.
- h. Allegations of mismanagement.
- i. EEO Complaints.
- j. Termination of probationary employees.
- k. The establishment of performance standards and critical elements/objectives (the application of elements/objectives and standards/objectives is grievable);
- l. Matters appealable to boards established by law or regulation;
- m. Proposed personnel actions; and
- n. The decision to grant or not grant an incentive award (the compliance with applicable regulations and this Agreement is grievable).

Section 4. A grievance may be filed by an employee, a group of employees, the UNION or the

EMPLOYER. An employee or group of employees may handle his or their own grievance or use a UNION representative. If the employee requests a UNION representative, he or his representative shall inform the EMPLOYER. If an employee or group of employees presents a grievance on their own behalf, the UNION shall have the right to be present during the grievance proceedings.

Section 5. The EMPLOYER shall grant a reasonable amount of time off the job for employees to investigate, prepare and/or present grievances. An employee desiring time off of the job must first obtain his supervisor's permission before leaving the work site. In requesting such approval from his supervisor, the employee must state the reason for the absence and the estimated time of return to the work site. UNION representatives must comply with procedures established in other articles of this Agreement.

Section 6. If two (2) or more employees file identical grievances (where the basis for the grievance and the corrective action sought are identical), the grievance should be processed as a group grievance with one employee serving as the representative grievant. The processing and resolution of the group grievance shall apply to all grievances in the group.

Section 7. In presenting a grievance at any Step of this NGP, either the aggrieved employee or his representative shall inform the EMPLOYER that he is presenting a "grievance" for processing under the Negotiated Grievance Procedure.

Section 8. At any Step of this NGP upon written request, the EMPLOYER shall provide pertinent records in accordance with applicable STATUTES.

Section 9. The PARTIES expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances. If any grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter which precipitated the grievance, or the date the employee becomes aware of the matter, such grievance shall not be considered or presented at a later date, except where circumstances beyond control of the employee prevent the presentation of such grievance. **NOTE: WHERE THE SUBJECT OF THE GRIEVANCE CONCERNS A DISCIPLINARY ACTION, THE GRIEVANCE SHALL BE FILED WITH THE DECIDING OFFICIAL.**

Step 1. The grievance shall first be discussed informally by the aggrieved employee and his representative, if any, and the employee's immediate supervisor, who will try to resolve it. If the issues raised are outside the supervisor's authority and responsibility, the supervisor must contact the officials who may be able to help. If the matter is not settled within seven (7) calendar days from the time of this meeting, the employee or UNION may reduce the grievance to writing on the grievance form to be provided by the EMPLOYER (UNION Appendix A of this Agreement), stating the issue(s) and the corrective or remedial action sought, and submitted to the Technology Applications Program Manager or designee within seven (7) calendar days after the final meeting at Step 1. The grievance issue(s) submitted at Step 1 shall be the sole issue(s) in the grievance to be considered and no additional issue(s) shall be presented at any further step of the grievance procedure. Additional issues can be initiated as separate grievances.

Step 2. Within ten (10) calendar days after receipt of the grievance form, the Technology Applications Program Manager or his designated deputy shall meet with the aggrieved employee and his representative, if any, as designated on the form at Appendix A, to discuss the grievance and attempt to reach a settlement. If no resolution or settlement is reached at this time, the employee shall be advised of the Program Manager's or designee's decision in writing (on the grievance form) within ten (10) calendar days after the date of the Step 2 meeting.

Step 3. If no satisfactory settlement is reached between the employee and Agency in Steps 1 and 2 above, the grievance may be submitted in writing on the grievance form (Appendix A of this Agreement) within seven (7) calendar days of the Step 2 decision to the Director, AMCOM Special Programs (Aviation) or his designee (who may not be either the first line supervisor or the Technical Applications Program Manager or designee) ATTN: CPAC. The Director, AMCOM Special Programs or his designee shall render a decision in writing on the grievance form (Appendix A of this Agreement) within fourteen (14) calendar days from the receipt of the written grievance.

Section 10. No representative of the UNION shall solicit grievances from employees.

Section 11. Once a grievance has been accepted for processing under the Grievance Procedure, failure of the aggrieved employee or the UNION to comply with the applicable time limit or procedure specified at Steps 1, 2, or 3 of Section 9 terminates consideration of the grievance. Failure of a management official of the EMPLOYER to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next higher step of this Grievance Procedure; however, election by the employee or the UNION to await EMPLOYER's decision rather than advance shall not count against the time limits for proceeding after receipt of a decision. Time limits stated in this Article may be extended by mutual written Agreement among the aggrieved employee, the UNION, and the management official involved. If either PARTY knows it shall need an extension, it shall not wait until the last day to submit its request for extension.

Section 12. EMPLOYER grievances shall be filed in writing with the President or an elected officer of the UNION. UNION grievances, as opposed to individual employee grievances, shall be filed in writing, with the CPAC, by an elected officer of the UNION, with information copy furnished simultaneously to the Labor Counselor/Office of Counsel, AATD. The EMPLOYER shall provide its grievances to the President of the local. EMPLOYER or UNION shall present a grievance in writing to the UNION or EMPLOYER, as applicable, within fifteen (15) calendar days after occurrence of the action or incident being grieved, or the date the PARTY becomes aware of such incident. The grievance shall specify the basis for the grievance and the corrective action sought. The PARTIES agree to meet with ten (10) calendar days of EMPLOYER and UNION grievances being filed and attempt in good faith to resolve the grievance. Written decisions shall be issued by the receiving PARTY within fifteen (15) calendar days of receipt of the grievance.

Section 13. The PARTIES agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) calendar days following the conclusion of the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither PARTY is

obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a PARTY's right to invoke arbitration at a later date. If the PARTIES agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request shall be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The PARTIES also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the PARTIES agree to follow its guidelines, which entitle a grievant to be present at the mediation conference. The mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may process on to arbitration.

Section 14. In the case of an individual grievance, should management fail to comply with the time limits of Step 1, the grievance may be advanced to Step 2. Should management in the case of an individual grievance fail to comply with the time limits for rendering a decision at Step 2 or Step 3, the grievance shall be construed as having been denied by management for purposes of the UNION and the grievant's rights to take further legal action. Should a PARTY in the case of a UNION or management grievance fail to comply with the specified time lines, the grievance shall be construed as having been denied by the receiving PARTY?

Section 15. When a grievance is filed, the EMPLOYER shall furnish to the UNION, upon written request, information, data and publications relevant to the grievance in accordance with applicable laws.

ARTICLE 5

ARBITRATION OF GRIEVANCES

Section 1. In the event that any grievance or dispute arising under the article in this Agreement entitled, "NEGOTIATED GRIEVANCE PROCEDURE", is not settled or resolved under that Article's procedures, such grievance, upon written request by either PARTY within ten (10) calendar days following the conclusion of the last Step of the grievance procedure or within ten (10) calendar days following the conclusion of the Grievance Mediation process, shall be referred to arbitration. Should a question of arbitrability of the grievance be raised by either PARTY, that question shall be heard first as a threshold issue under this procedure, followed by the issue(s) of the grievance in one (1) arbitration. Only if the grievance is found arbitrable, however, shall the Arbitrator decide the merits of the grievance. Any grievability or arbitrability issue(s) must be raised within ten (10) calendar days of the invoking of the arbitration.

Section 2. Within seven (7) calendar days from the date of receipt of the arbitration request, the PARTIES shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as Arbitrators. The PARTIES shall meet within seven (7) calendar days after receipt of the arbitration list. If the PARTY that invoked the arbitration fails to meet with the other PARTY within the fourteen (14) calendar days, unless the delay is beyond the PARTY's control or is mutually agreed to in writing, the request for arbitration shall be considered null and void, and the FMCS shall be so notified. If the PARTIES cannot mutually agree upon one (1) of the listed arbitrators, then a coin flip shall decide which PARTY shall strike first (the winner strikes first) and each PARTY shall alternate striking one (1) Arbitrator's name from the list until only one (1) name remains. Should the requesting PARTY withdraw its request to arbitrate the grievance after the arbitrator has been selected, that PARTY shall bear all cancellation or other fees charged by the Arbitrator for such cancellation, unless a settlement Agreement specifies otherwise.

Section 3. The fees and expenses of the Arbitrator shall be borne by the losing PARTY. In a split decision, each PARTY shall bear one-half (1/2) the fees and expenses of the arbitrator. Travel and per diem shall, not exceed the maximum rate authorized by the Joint Travel Regulations. The arbitration investigation, and/or hearings shall be held during the regular work hours, Monday through Friday, except for holidays. The employee, his representative, and any witnesses, as determined by the Arbitrator, who are employees in a duty status shall be excused from duty without loss of pay or charge to leave for the time necessary to participate in the Arbitrator's investigation. Where the PARTIES mutually request a transcript or the Arbitrator requests, transcript, the expense shall be shared, otherwise the PARTY requesting a transcript is responsible for ordering and paying applicable costs. If the other PARTY subsequently decides that it also wants a copy that PARTY must also order and pay any applicable costs for its copy.

Section 4. The Arbitrator shall be requested to render his decision to the PARTIES as quickly as possible after the conclusion of the proceedings and within thirty (30) days if at all practicable. The Arbitrator will render his findings and recommendations to the CPAC, and furnish a copy of same to the UNION.

Section 5. The PARTIES shall in good faith attempt to define the issue(s). If complete Agreement cannot be reached on the issue(s) prior to arbitration, the PARTIES shall present their respective issue(s) to the Arbitrator at the hearing. The Arbitrator shall then determine the issue(s) to be heard.

Section 6. The Arbitrator's award shall be binding on the PARTIES except that either PARTY may file exceptions to an award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the FLRA.

ARTICLE 6

DISCIPLINARY/ADVERSE ACTIONS

Section 1. The PARTIES agree that primary emphasis shall be placed on preventing situations requiring disciplinary and/or adverse actions, through effective employee—management relations. All disciplinary and/or adverse actions shall be processed in accordance with applicable regulations and this Agreement. Disciplinary and/or adverse actions shall be initiated in a timely manner.

Section 2. For the purpose of this Article, the term “disciplinary action” is defined as a suspension of an employee for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable solely through the negotiated grievance procedure, filed with the Deciding Official. The EMPLOYER shall inform the employee in the decision letter of grievance rights.

Section 3. For the purpose of this Article, the term “adverse action” is defined as a removal, a suspension for over fourteen (14) calendar days, a reduction in grade, a reduction in pay or a furlough of thirty (30) calendar days or less. Note: A “furlough” is defined as a temporary non pay status and absences from duty required by the EMPLOYER because of lack of work or for other non-disciplinary reasons. The EMPLOYER shall inform the employee in the decision letter of appeal rights.

Section 4. Both PARTIES agree that the EMPLOYER has the right and obligation to administer disciplinary and/or adverse actions for such cause as shall promote the efficiency of the service. Disciplinary actions must be supported by a preponderance of the evidence.

Section 5. An employee against whom a disciplinary action is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action.
- b. A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of his reply.
- c. A representative of his choosing; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

Section 6. An employee against whom an adverse action is proposed is entitled to:

- a. At least thirty (30) calendar days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.
- b. Not less than fourteen (14) calendar days to answer orally and/or in writing and to furnish affidavits and other evidence in support of the answer.

- c. A written decision and the specific reasons at the earliest practicable date.
- d. A representative of his/her choosing; and
- e. Notice of appeal rights to the Merit Systems Protection Board.

Section 7. The EMPLOYER may have a work folder for each employee supervised. Employees have a right to see and initial notes concerning performance or conduct contained in the folder and may review the contents of their work folder upon request.

ARTICLE 7

UNION RECOGNITION AND UNIT DESIGNATION

The EMPLOYER recognizes the National Association of Government Employees (NAGE) Local R4-6 as the exclusive bargaining representative for the following unit:

All Appropriated Fund employees assigned to and located at Technology Applications Program Office (TAPO), U.S. Department of the Army, Fort Eustis, Virginia.

This unit excludes: All professionals, temporaries, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 8

RIGHTS OF THE UNION

Section 1. The UNION shall accept employees as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, martial status or physical and/or mental handicap.

Section 2. The UNION shall represent all employees without discrimination and without regard to UNION membership in all matters covered by this Agreement and the negotiated grievance procedure.

Section 3. The UNION shall be given the opportunity to be represented at any formal discussion between one (1) or more management representatives and one (1) or more employees' or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

Section 4. Right to Information.

a. The EMPLOYER shall provide to the UNION, upon the UNION's request data:

(1) Which is normally maintained by the EMPLOYER in the regular course of business;

(2) Which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining, and;

(3) Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

b. UNION request(s) for data must provide information as to what is being requested and an explanation of how the data is necessary and relevant.

c. The EMPLOYER may deny UNION request(s) for data when:

(1) The data is not available to or in the possession of the EMPLOYER; or

(2) The release of the data is otherwise prohibited by law.

d. If the EMPLOYER denies a UNION request for data, the EMPLOYER shall give the UNION the specific reasons for the denial. If the UNION feels the EMPLOYER's denial is in violation of this AGREEMENT, the UNION may file a grievance beginning at the final step of the AGREEMENT's grievance procedure, or initiate an Unfair Labor Practice complaint under 5 USC 7116.

ARTICLE 9

UNION REPRESENTATION

Section 1. The EMPLOYER shall recognize the officers and stewards of the UNION. The UNION will keep the local EMPLOYER advised in writing of the names of its officers and stewards. Management officials of the EMPLOYER will officially recognize only those UNION representatives who have been appointed and reported in keeping with this Article.

Section 2. Official time means all time granted UNION Officials to perform representational functions, time spent serving on committees, and time authorized by 5 USC 7131, if otherwise in a duty status. Reasonable official time will be permitted UNION officials for preparation of information reports required under 5 USC 7120 (c).

Section 3. In the interest of efficient conduct of Government business, and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the UNION, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petition, solicitation of signatures on dues withholding authorizations, campaigning for UNION office and distribution of literature, may be conducted only during the non work time of the employee involved. Similarly, when the UNION schedules membership meetings, internal elections or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so while in a leave status.

Section 4. Representatives of the National Office of NAGE will be allowed to visit the activity on appropriate UNION business, which shall be governed by applicable security requirements and by prior appointment and notification to the CPAC who will coordinate with management of the organization(s).

Section 5. Local UNION representatives will be permitted a reasonable amount of official time to perform representational functions and functions related to contract administration. A UNION representative wishing to use official time will request permission from his/her immediate supervisor by submitting a "Request to Leave Assigned Work Area to Perform Representational Duties" form (See APPENDIX A). Such permission will not be arbitrarily withheld. The supervisor must be advised of the general purpose of the request and the estimated time of return. If the UNION representative will be delayed beyond the estimated time, he/she will notify the immediate supervisor to request additional needed time. If release is not possible at the time requested, due to a work requirement which is pressing, the representative will be released as soon as possible thereafter. All grievance time frames and meetings with employees shall be delayed if delay in granting the requested permission to leave caused either to be missed.

Section 6. An employee may request permission to contact a UNION representative during duty hours on a representational matter but must first inform and receive permission from his/her supervisor. If the employee wishes to use duty time to meet with a UNION representative, the immediate supervisor will be advised of the general purpose of the request (e.g., grievance, personal matter, etc.) and place of the meeting and estimated time of return. Whether duty time may be used shall be determined in accordance with the purpose of the absence and mission

needs. If release is not granted at the time requested due to staffing, or work requirements, and use of duty time is appropriate, the employee will be advised as to a time, unless precluded by an emergency, when release is possible. If the employee granted duty time will be delayed beyond the estimated time, he/she will notify the immediate supervisor to request additional needed time. The employee will notify the supervisor of his/her return. Delay in release of an employee will serve as an extension of any applicable time frame provided for in this Agreement.

Section 7. The EMPLOYER agrees that there shall be no restraint, interference, coercion or discrimination against UNION officials or stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

Section 8. The EMPLOYER is responsible for maintaining records of employee's use of official time. The EMPLOYER will annotate the official time used for representational purposes on the UNION official's payroll card. The four categories of official time usage are:

BA – Term (or contract) Negotiations (Includes meetings to negotiate a contract/negotiated Agreement).

BB – Mid-Term Negotiations (Includes meetings to discuss proposals/changes to conditions of employment not covered by the existing negotiated Agreements).

BD – Labor/Management Relations (Includes Labor Management Meetings, Labor Relations Training, Investigative Interviews, etc.).

BK – Grievance and Appeals (Includes Grievance Investigation, Grievance Processing, Federal Labor Relations Authority Proceedings (FLRA) Proceedings, etc.).

ARTICLE 10

PAYROLL WITHHOLDING OF UNION DUES

Section 1. The EMPLOYER agrees that authorization for voluntary allotments of pay by employees for the payment of UNION dues shall be accepted and processed per applicable laws and regulations and this Agreement.

Section 2. The UNION agrees to procure the prescribed allotment form (Standard Form 1187) from the EMPLOYER, to distribute the form to its members; to inform and educate its members on the program for allotments for payment of dues and the use and availability of the required form; and to certify as to the current amount of its dues.

Section 3. The EMPLOYER agrees that an allotment authorization may be submitted at any time to the Fort Eustis Civilian Personnel Advisory Center (CPAC). The CPAC will promptly forward the allotment authorization form to the servicing Customer Service Representative for civilian pay, who shall forward it to the finance office within seven (7) calendar days of receipt. Allotments will become effective at the beginning of the first pay period after receipt of the form in the servicing finance office.

Section 4. The EMPLOYER shall automatically terminate an allotment within seven (7) calendar days of notice, when the employee leaves the unit as a result of any type of separation, transfer from the bargaining unit or other personnel action (except detail); upon loss of exclusive recognition by the UNION; when this Agreement providing for dues withholding is terminated by an appropriate authority outside the Agency; or when the employee has been suspended or expelled from the UNION, in which case the UNION shall notify the servicing finance office in writing, within seven (7) calendar days.

Section 5. An employee may voluntarily submit a Standard Form 1188 or other written request to terminate or revoke an existing dues allotment, which shall become effective one (1) year from the initial date of dues deduction or thereafter at the beginning of the first pay period after 1 March. In such case, the EMPLOYER shall notify the UNION seven (7) working days after receipt of the revocation by submission to the UNION of the duplicate copy of the Standard Form 1188 or the written request.

Section 6. The EMPLOYER shall maintain a supply of Standard Form 1188's and shall make the form available to employees upon request. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, shall be accepted and acted upon by the EMPLOYER, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received by the Customer Service Representative for civilian pay in a timely manner.

Section 7. The remittance of the dues withheld shall be electronically transferred to an account designated by the UNION. The listing of employees' names and amount of dues withheld will be sent to National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169-0220.

ARTICLE 11

RIGHTS OF THE EMPLOYER

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

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

ARTICLE 12

EMPLOYEE RIGHTS

Section 1. General

In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, UNION activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions, which will be conducive to enhancing and improving employee's morale and efficiency.

- a. All employees shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978 and applicable laws and regulation. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, and discrimination.
- b. All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.
- c. Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
- d. An employee has the right to Union representation if he/she requests such representation at any examination in connection with an investigation if the employee reasonably believes disciplinary action could result from the examination

Section 2. Right to UNION Membership:

Employees have and shall be protected in the exercise of the right, freely and without fear or penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as provided for in this Article and pursuant to the STATUTE, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of any organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. This right shall extend to participation in all UNION activities including services as officers and stewards.

Section 3. Rights to UNION Representation:

An employee may request permission to contact a UNION representative during duty hours on a representational matter but must first inform and receive permission from his/her supervisor.

Section 4. First Amendment Rights:

Employees have the right to present their views to Congress, the Executive Branch, and other authorities or to the public, and to otherwise exercise their First Amendment rights without fear or penalty or reprisal, consistent with applicable laws (e.g. the Hatch Act, the Privacy Act, the Health Insurance Portability and Accountability Act, and government-wide regulations relating to security and information technology).

Section 5. Dignity and Self Respect in Working Conditions:

Employees, individually and collectively, have the right to expect, and to pursue conditions of employment, which promote and sustain human dignity and self-respect.

:

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

Section 1.

a. The EMPLOYER and the UNION agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, color, race, religion, sex, national origin, or handicap (physical/mental), and to promote the full realization of equal employment opportunity through a continuing affirmative employment plan.

b. "No person shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act (Title VII) (42 U.S.C. Section 2000E), the Age Discrimination in Employment Act (ADEA) (29 U.S.C. Section 621), the Equal Pay Act (29 U.S.C. Section 206d) or the Rehabilitation Act (20 U.S.C. Section 791) or for participating in any stage of administrative or judicial proceedings under these statutes." 29 C.F.R., Section 1614.101(b).

c. Any employee alleging discrimination because of any basis stated in Section 1 may process the matter under the EMPLOYER's EEO Complaint Procedure (See AR 690-600). In doing so, the employee may be represented by an individual of his/her choice. An aggrieved employee must initiate contact with the EEO Office within forty-five (45) days of the matter alleged to be discriminatory, or, in the case of a personnel action, within forty-five (45) days of the effective date of the action.

Section 2. The EMPLOYER agrees to process all formal discrimination complaints made by employees in accordance with 29 C.F.R., Part 1614.

Section 3. When a vacancy occurs among Equal Employment Opportunity Counselors, the UNION may submit the names of unit employees to the EMPLOYER for consideration for the vacancy.

ARTICLE 14

HOURS OF WORK AND BASIC WORKWEEK

Section 1. Basic Workweek Conditions.

- a. Lunch Period: Employees are entitled to a lunch break. During this time, employees will be off duty and in a non-pay status.
- b. Breaks: In addition to a lunch period, employees are entitled to a 15-minute rest break for each four (4) hours of continuous work. The parties understand that rest periods are considered hours of work with employees remaining subject to the assignment of work during such times should the employer deem it necessary. Rest breaks cannot immediately precede or be a continuation of the lunch period. Also, rest breaks cannot be taken during the first or last one (1) hour of an employee's tour of duty.

Section 2. Basic Workweek and Alternative Work Schedules (Flexible and Compressed Schedules): Schedules shall be established in accordance with the following and will apply to all TAPO employees:

(1) Policy -

- a. Alternative work schedules are authorized to enhance mission performance and to accommodate the individual needs of employees (e.g., carpools, family care arrangements).
- b. Participation in alternative work schedules is subject to supervisory approval. Supervisors have the authority to disapprove or discontinue an employee's or a group of employees' alternative work schedule(s) based on mission/workload requirements and/or abuse of the program.
- c. Supervisors and employees are responsible for ensuring that eighty (80) base hours of duty time are accounted for each pay period. Any actions necessary to account for the eighty (80) hours shall be coordinated and approved by the supervisor. Supervisors will verify accountability of the eighty (80) base hours prior to certifying time and attendance in ATAAPS.

(2) Definitions -

- a. Basic Workweek and Work-Hours. The basic workweek is five 8-hour workdays, Monday through Friday. Basic work-hours are 0745 through 1615 with a 30 minute non-pay lunch period, unless different work-hours have been approved for a specific work area by the Director, Special Programs.

- b. Alternative Work Schedule (AWS). A work schedule other than the basic workweek and work-hours as described below:
 - (1) Flexible Work Schedule (FWS). An AWS that allows a choice of fixed arrival, lunch, and departure times around core hours. But maintains an eight-hour workday, 40-hour workweek, 80-hour pay period.
 - (2) "5-4/9" – Compressed Plan. An AWS which, provides for an 80-hour pay period, consisting of two basic workweeks, comprised of eight, 9-hour workdays, one Regular Short Day (RSD) of 8 hours, and one Regular Day Off (RDO).
- c. Credit Hours. Any hours under a FWS that an employee elects and is approved to work in excess of his or her established work schedules so as to vary the length of a workweek or workday.
- d. Core Hours. The portion of workday during which all employees, not on leave or other authorized absence, will be present for work. Core hours are 0845-1515.
- e. Core Days. The days in which all employees, not on leave or other authorized, will be present for work. Core days are Tuesday, Wednesday, and Thursday.

(3) GENERAL -

- a. Participation in AWS is voluntary. Employees who elect not to participate will remain on the basic workweek and work-hours schedule.
- b. Leave will be charged in actual hours and/or increments of quarter hours absent according to the employee's work schedule on the applicable day.
- c. Employees scheduled to attend local training will adapt their tours of duty to comply with scheduled training hours. In instances where the starting time of a training class permits, employees shall report to work to begin their daily tour prior to reporting to the training class (e.g., regularly scheduled tour begins at 0645, but training class does not start until 0900). When training concludes for the day, employees shall return to their work site to complete any work-hours remaining in their scheduled tour for that day, if class ending time permits (e.g., training class ends at 1600, but regularly scheduled tour does not end until 1800). Supervisors and employees are responsible for ensuring that the appropriate number of duty hours, are accounted for according to the employee's scheduled tour of duty for the day.
- d. Employees on TDY shall adapt their tours of duty to comply with the requirements of the activity or event to which they are sent.
- e. Generally, short term TDY (including TDY for training) should not require any changes to an employee's established work schedule (i.e., no different than being at TAPO duty station).
- f. All employees must be present for work during core hours and on core days, unless on approved leave or other authorized absence.

- g. Supervisors may require employees to sign in and out on a manual log or other appropriate means to establish accountability for pay purposes.
- h. Night pay and Sunday pay are governed by applicable laws and regulations.

(4) ENROLLMENT -

- a. Employees electing to work an AWS must submit the AWS WORK SCHEDULE REQUEST Form to their supervisor for approval. Employees will select a regularly scheduled reporting time between 0645 and 0845 on quarter hour increments for FWS and 0645 and 0830 on quarter hour increments for "5-4/9". A 30, 45, 60, 75 or 90 minute lunch period will be scheduled, to begin no earlier than 1130 and to be concluded by 1300. All established work schedules must end between 1515 and 1800. An employee's specific departure time is the result of the reporting time, length of lunch period, and type of AWS work schedule selected by the employee.
- b. Enrollment and changes in the program are open ended. Employees may enroll or change type of AWS (FWS or 5/4-9) with the approval of their supervisor. Enrollment changes will be made effective at the beginning of the pay period and must be submitted one full pay period in advance.
- c. Supervisors should attempt maximum accommodation of an employee's work schedule request consistent with mission accomplishment and good business judgment. Denial of a requested schedule shall only occur after careful consideration, including consultation with the affected employee regarding alternatives to the schedule requested.
- d. When a conflict occurs between work schedule requests of different employees, supervisors shall resolve the scheduling conflict commensurate with mission requirements.
- e. Supervisors may direct changes in working hours or change employees to the basic workweek and work-hours schedule when warranted by mission requirements.
- f. Abuse of policy and procedures for AWS may lead to an employee being placed on the basic workweek and work-hours scheduled by the supervisor.

(5) FLEXIBLE WORK SCHEDULE -

- a. Employees will use AWS Work Schedule Request, to request a FWS. The completed form will be submitted to the employee's immediate supervisor for approval.
- b. Overtime and holidays for FWS are governed by applicable laws and regulations.
- c. Employees may submit a one time request for blanket approval to earn one credit hour per day up to ten (10) hours in a pay period. Credit hours approved under the blanket authority may be worked in no less than thirty (30) minute increments. Under blanket

approval, the employee decides when and how many credit hours (0 to 10) will be worked during the pay period. Weekends may not be used to earn credit hours approved under the blanket authority. Credit hours may not be worked prior to 0645 on any regular workday. Credit hours worked are in excess of an employee's eight (8) hours of regular duty time.

- d. Blanket approval to work credit hours will be requested by completing a Request for Blanket Approval of Credit Hours under the FWS and submitting it for approval to the employee's immediate supervisor. Upon approval, the supervisor will retain the original request form and a copy will be provided to the employee. No further request to work credit hours under blanket authority is required.
- e. Employees who desire to work more credit hours than what is authorized under the blanket authority must submit a separate credit hour request prior to the start of each administrative work week in accordance with paragraph e under Credit Hour section of this Article.

(6) "5-4/9" COMPRESSED WORK SCHEDULE -

- a. Employees will use AWS Work Schedule Request, to request a 5-4/9 work schedule. The completed form will be submitted to the employee's immediate supervisor for approval.
- b. All RDOs must be scheduled for either the first or second Monday or Friday of the pay period, except under extenuating circumstances as approved by the supervisor and Director.
- c. RSDs may be scheduled for any duty day in the pay period. The RSD shall have the same regularly scheduled start time and a departure time one hour earlier than the regular nine-hour workdays.
- d. If an RDO is not taken due to TDY or other reason, it cannot be carried over into the next pay period. Supervisors should work with employees to avoid loss of RDO due to TDY, training or other duties. Supervisors may, after consulting with the affected employee, reschedule an RDO to another day within the pay period. When an RDO is rescheduled for these purposes, submittal of a new AWS Work Schedule Request form is not required. Timekeepers will notify the ATAAPS Systems Administrator, Management and Administrative Branch, of the change via E-Mail. The systems administrator will adjust the employee's RDO in ATAAPS for that one pay period. The employee's RDO will revert back to its original day in the subsequent pay period.
- e. Where exceeding an eighty (80) hour schedule for the pay period due to inability to take an RDO cannot be avoided, overtime pay and compensatory time off are among available alternatives consistent with applicable law and regulation.
- f. Holidays falling on non-workdays:

- (1) When the holiday falls on Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's "in lieu of" holiday. For example: If the employee is regularly scheduled to work Tuesday through Friday and Sunday is a holiday, the employee's in lieu of holiday will be the following Tuesday.
 - (2) When the holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's "in lieu of" holiday. For example: If the employee is regularly scheduled to work Tuesday through Friday and Monday is a holiday, the employee's in lieu of holiday will be the preceding Friday.
- g. If a holiday falls on an employee's scheduled nine-hour workday, it is considered a nine-hour holiday. If a holiday falls on an employee's scheduled eight-hour day (RSD), it is considered an eight-hour holiday.
 - h. An employee who performs non-overtime work on a holiday (or a day designated as the "in lieu of" holiday), is entitled to basic pay plus premium pay equal to the rate of basic pay for the holiday work. Holiday pay is limited to the number of hours normally scheduled for that day.
 - i. Employees who are ordered to perform work outside of their 5-4/9 work schedule in excess of nine hours on a workday scheduled as a nine hour workday, or in excess of eight (8) hours on a workday scheduled as an eight hour workday, or in excess of eighty (80) hours in a biweekly pay period are entitled to overtime compensation (overtime pay or compensatory time off) as provided by applicable provisions of law and regulation.
 - j. Credit hours may not be worked under the 5-4/9 work schedule because of lack of statutory authorization for such a system.

(7) CREDIT HOURS -

- a. Employees must be enrolled in a FWS to be eligible for credit hours. Credit hours are not authorized under the basic workweek or 5-4/9 options.
- b. Credit hours are worked at the option of the employee and approval of the supervisor and are distinguished from overtime hours in that, they are not officially ordered in advance by management.
- c. An employee is entitled to his/her rate of basic pay for credit hours, and credit hours may not be used by an employee to increase his/her entitlement to overtime pay. Unlike compensatory time, credit hours do not convert to overtime pay after a set number of pay periods.
- d. Employees are authorized to accrue up to twenty-four (24) credit hours that may be carried forward from pay period to pay period. Any credit hours worked in a pay period that exceed twenty-four (24) or will cause the employee's accrued carryover balance to exceed twenty-four (24), must be taken during that pay period or they will be lost. Credit hours are officially recorded but the burden for ensuring credit hours are not lost falls on

the employee. Employees are responsible for tracking their own accrued credit hours and bringing problems to the attention of supervisors.

- e. Employees shall request approval from their supervisor to work credit hours prior to the start of each administrative work week, but not later than close of business on the preceding Thursday. Credit hour requests may be submitted using the Request to Work Credit Hours form, or by other appropriate documentation approved by the supervisor.
- f. Supervisors may approve requests for credit hours if sufficient workload and need exists, and if all other normal requirements for work (such as for secure areas, compliance with any applicable two (2) person rule) are satisfied. If approved, the supervisor will maintain a copy of the request in accordance with the Army's Recordkeeping System.
- g. No employee may work more than two (2) credit hours a day, except when there is an approved request to earn credit hours in lieu of scheduled overtime.
- h. Employees submitting a request for credit hours that will result in an accumulation over twenty-four (24) hours at any time shall submit with their request a proposed schedule showing when and how the excess credit hours will be taken to ensure that no more than twenty-four (24) credit hours will carry forward to the next pay period.
- i. No Saturdays, Sundays or holidays may be used to earn credit hours except in the case cited in paragraph (g) above.
- j. Credit hours may not be earned for TDY travel time.
- k. In order to earn credit hours when potentially hazardous or dangerous operations are involved as determined by the supervisor, at least two (2) employees of suitable qualifications (as determined by the supervisor) to cope with the hazard must be available to work, with one (1) designated as the senior employee.
- l. Request to take credit hours will be submitted to the immediate supervisor on Standard Form 71, Application for Leave. Employee will check the "other" block, in block 5 of the form, specify "credit hours", and complete the remaining information as appropriate.
- m. The immediate supervisor will approve/disapprove the employee's request to take credit hours. The supervisor will notify the employee of the decision and maintain the SF 71 in accordance with internal office procedures.

(8) SIGN IN/OUT REGISTER -

- a. All employees, regardless of work schedule (Basic, FWS, or 5/4-9) are required to sign in/out upon arrival at work and departure at the end of the day. All supervisors will initiate this procedure within their respective areas using Sign In/Out Register.
- b. The sign/in out register is an honor system and should be treated accordingly by all employees. Employees are held accountable to make appropriate entries. Supervisors are accountable for assuring appropriateness of entries and conformance with time and

attendance policies and procedures under the provisions of TAPO's AWS Program and federal STATUTE.

ARTICLE 15

OVERTIME

Section 1. It is management's right to assign overtime. Preference shall be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration shall be given to those other employees best qualified to do the job. Employees are encouraged to provide a current telephone number where they may be reached during non-duty hours by their supervisor.

Section 2. Authorized use of annual leave and/or sick leave shall not preclude an employee from working overtime; however, when overtime work is scheduled, those employees who are present at their duty station at the time it is scheduled may receive preference for overtime work.

Section 3. An employee may be excused from overtime assignments for personal reasons. This section shall not be administered in arbitrary or capricious manner.

Section 4. When it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

Section 5. When employees are required to work more than four (4) hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled break period will be provided in accordance with 5 CFR 551 and the FLSA.

Section 6. The EMPLOYER shall maintain records of all overtime worked. Upon request, the UNION may review overtime records to the extent necessary to investigate alleged inequities in distribution of overtime.

ARTICLE 16

HOLIDAYS

Section 1. Eligible employees are entitled to the following legal holidays as authorized by Federal Law:

- a. New Years Day, January 1.
- b. Birthday of Martin Luther King, Jr., the third Monday in January.
- c. Washington's Birthday, the third Monday in February.
- d. Memorial Day, the last Monday in May.
- e. Independence Day, July 4.
- f. Labor Day, the first Monday in September.
- g. Columbus Day, the second Monday in October.
- h. Veterans Day, November 11.
- i. Thanksgiving Day, the fourth Thursday in November.
- j. Christmas Day, December 25.
- k. Any other day designated as a holiday by Federal Statute or Executive Order.

Section 2. For holidays that fall on non-work days, the day to be treated as the holiday shall be determined per governing regulations.

Section 3. Federal holidays shall be observed as non-work days except for those employees designated by the EMPLOYER as essential to carry out critical operations.

ARTICLE 17

ADVERSE WEATHER POLICY

Section 1. When in accordance with applicable law and regulations, it has been determined that activities must be curtailed due to adverse weather conditions, employees shall be administratively excused without charge to leave or loss of pay. Employees considered mission essential, as determined by the EMPLOYER, shall be required to report or remain on duty.

Section 2. When the decision has been made to curtail activities during duty hours and to administratively excuse employees, employees shall be promptly notified, in accordance with TCFE Severe Weather Plan 600-2.

Section 3. Employees designated mission essential shall be notified in advance that they have been designated as such in writing. In addition, employees may be designated verbally as on the spot mission essential and directed to stay at work or report to work to perform work that is time critical and cannot be postponed. This is not meant to include normal routine work.

Section 4. When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty they may be excused in accordance with this Article and in accordance with TCFE Severe Weather Plan 600-2.

Section 5. Employees on pre-approved leave for the entire day when other employees are dismissed earlier than their normal duty time due to adverse weather conditions will be charged leave for the entire day. Employees scheduled to take pre-approved leave after their early dismissal time (e.g. for a doctor's appointment) should not be charged leave for that time.

Section 6. The PARTIES agrees that there may be instances when the EMPLOYER is required to shut down or reduce "its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused pursuant to the TCFE Severe Weather Plan 6002, the EMPLOYER should use one or more of the following to reduce or eliminate such conditions:

- a. Allow nonessential employees to vary their tours of duty.
- b. Move employees to different locations on post.
- c. Implement liberal leave policies.

ARTICLE 18

UNION TRAINING

Section 1. The President shall be authorized sixteen (16) hours of official time per calendar year to attend training or briefings within the scope of the labor relations STATUTE. The Vice President or assigned steward shall be authorized eight (8) hours official time per calendar year to attend training or briefings within the scope of the labor relations STATUTE. Additional time may be granted.

Section 2. Requests to attend UNION training under this Article must be submitted to the EMPLOYER at least twenty (20) working days in advance of the scheduled training or briefing. Requests must state the name of the officer(s) or steward(s), the date, time and location of the training or briefing, and agenda. The EMPLOYER shall respond to the request ten (10) working days prior to the start of the requested period. Official time will only be granted if the purpose is appropriate for official time and if there is not disruption to the mission.

Section 3. It is the employee's duty to coordinate with their supervisor any temporary variation from their normal work schedule to ensure taking of training does not result in loss of credit hours, regular day off, regular short day or result in incurrence of unauthorized overtime.

ARTICLE 19

ARMY IDEAS FOR EXCELLENCE PROGRAM

(SUGGESTION PROGRAM)

Section 1. EMPLOYEES are encouraged to utilize formal Army suggestion programs such as the Army Ideas for Excellence Program, AR 5-17.

Section 2. EMPLOYEES are also encouraged to submit suggestions to local management that will increase efficiency, quality of work product(s) and quality of work conditions.

ARTICLE 20

JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Employees shall be furnished a copy of their job descriptions upon initial appointment and as changes are made. The EMPLOYER shall assure that all job descriptions are updated to reflect substantial changes in major duty assignments. The EMPLOYER shall explain to the employee all changes in the job description when there is a significant change in duties, responsibilities, or supervisory controls.

Section 2. Questions regarding the accuracy of job descriptions should be resolved between the employee and his supervisor. If not resolved, the employee may grieve in accordance with the negotiated grievance procedures. The employee's right to grieve the accuracy of his job description or appeal the classification shall be accomplished without fear of penalty or reprisal.

Section 3. An employee may file an oral classification complaint requesting a review of the pay category, title, series, or grade of his position. The oral classification complaint must be presented to the employee's immediate supervisor. Employees are encouraged to file an oral classification complaint prior to filing a position classification appeal.

Section 4. In accordance with applicable regulations, an employee may file a position classification appeal requesting a change to his official pay category, title, series, or grade.

Section 5. An employee may be represented by a person of his choice in presenting an oral classification complaint or a position classification appeal. However, the UNION is obligated to represent only bargaining unit members in statutory appeals. An employee who requests an audit to resolve specific aspects of his official job description may have a representative present at the audit in accordance with governing regulations.

ARTICLE 21

PERFORMANCE EVALUATION

Section 1. Performance appraisals/evaluations/ratings will be in accordance with applicable laws and regulations.

Section 2. The EMPLOYER shall encourage employees to participate in the performance appraisal process in accordance with applicable laws and regulations.

Section 3. The EMPLOYER agrees that a copy of the performance plan shall be given to and discussed with each affected employee, normally within thirty (30) calendar days of the beginning of the rating cycle.

Section 4. In accordance with applicable regulations, the EMPLOYER shall counsel employees in relation to their overall performance on an as needed basis, provide feedback to employees relative to their performance and provide a copy of documentation made on the performance forms. The employee shall have the right to make written comments concerning any disagreement with the documentation and these written comments shall be attached to and become a part of the performance package.

Section 5. An employee's signature on an appraisal indicates only that it has been received, and does not necessarily indicate an employee's Agreement with the appraisal/rating.

Section 6. The employee has a right to grieve his performance appraisal through the negotiated grievance procedure. In the event an employee grieves his performance appraisal, the employee has a right to UNION representation and/or assistance.

ARTICLE 22

EMPLOYEE RECOGNITION

Section 1. The EMPLOYER, through its publications, by personal contact and other available means, shall urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors shall be urged to use Letters of Appreciation, Letters of Commendation, Honorary Awards, Time-Off Awards and Monetary Awards to the maximum extent that such awards are merited and resources permit.

Section 2. Quality Step Increases (QSI) and Performance Awards may be used to recognize sustained high quality performance of assigned responsibilities. Special Act or Service Awards, or Time-Off Awards may be used to recognize individuals or groups for meritorious personal efforts, acts, service or scientific achievements performed within or outside assigned job responsibilities.

Section 3. In accordance with applicable law and regulations, a QSI shall not change the effective date of the employee's normal within-grade pay increase; however, if a QSI places an employee in the fourth or seventh step of a grade, the waiting period for a regular within-grade increase is extended by fifty-two (52) weeks under the prescribed graduated waiting period schedule.

ARTICLE 23

EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The PARTIES agree that job related training and development of employees are mutually beneficial. The UNION may make recommendations to the EMPLOYER relative to the training of employees. EMPLOYER training shall be established under the provisions of the Government Employee's Training Act to increase efficiency and effectiveness of government operations.

Section 2. The EMPLOYER shall publicize pertinent training and career counseling opportunities which are available to employees for self-development.

Section 3. To assure efficiency of employees in the performance of their duties, selection of employees for training programs shall be In accordance with the collective bargaining agreement and applicable laws.

Section 4. As determined by the EMPLOYER, with input from the employee, on-the-job and/or formal training shall be provided to assist the employee in meeting the requirements of his position.

Section 5. If an employee selected for training advises that he does not desire the training, the EMPLOYER may consider a qualified substitute unless such training is determined by the EMPLOYER to be necessary for the employee selected. In cases of hardship, the EMPLOYER should attempt to accommodate the hardship; however, the UNION recognizes that cases will arise where the employee shall be required to attend the training.

ARTICLE 24

USE OF EMPLOYER'S FACILITIES AND EQUIPMENT

Section 1. The EMPLOYER will provide meeting space that will protect the confidentiality of any private discussion the UNION representative has with affected employees. The UNION representative shall inform the appropriate supervisor/manager in advance that meeting space is desired.

Section 2. The EMPLOYER shall provide space in the work area for the UNION President to place a file cabinet that can be locked. The file cabinet will be provided at no cost to the UNION.

Section 3. UNION representatives shall be given access to the EMPLOYER's telephone lines, fax machines and copy machines for the purpose of conducting official labor relations business regarding grievances, and other representational matters, at no cost to the UNION. The EMPLOYER will provide access to electronic mail for UNION representatives, for the purpose of conducting official labor relations business, subject to applicable security requirements.

Section 4. Upon the UNION President's request, but not more frequently than twice each year, the EMPLOYER will furnish the UNION a data processing runoff of all unit members' names (arranged alphabetically and by location). The EMPLOYER shall provide the information within ten (10) days of the request.

ARTICLE 25

REDUCTION-IN-FORCE

Section 1. All Reduction-in-Force (RIFs) shall be carried out in accordance with applicable regulations and this Agreement. The PARTIES agree that these RIF procedures satisfy the EMPLOYER's obligation to negotiate impact and implementation arrangements for RIFs during the duration of this Agreement.

Section 2. The EMPLOYER shall notify the UNION when a RIF is pending. The notification shall be in the form of a written notice, which shall contain the following information:

- a. A RIF is pending and may be necessary.
- b. The reason(s) for the RIF.
- c. The approximate number of positions or employees affected.
- d. The proposed effective date, and
- e. The EMPLOYER shall notify the UNION of the positions and employees impacted when that information is available.

Section 3. The UNION agrees that all information provided shall be kept confidential and not released to employees except to UNION representatives or government officials until all affected employees are informed by the EMPLOYER.

Section 4. The following procedures and arrangements shall apply to all RIFs:

- a. RIF Notices: Employees affected by RIF shall receive a written notice. The written notice shall be timed and contain all information as required by applicable regulations.
- b. Access to Retention Registers: Upon request, an affected employee and/or his representative, designated in writing, shall be given the opportunity to review the retention register(s) and other documents pertaining to the RIF in accordance with applicable regulations, and to discuss RIF procedures with an appropriate staff member of the EMPLOYER. Copies shall be provided in accordance with applicable law upon request of the UNION.
- c. Counseling and Placement Assistance: Affected employees shall be offered counseling concerning retirement eligibility and benefits, the Department of Defense Priority Placement Program and other available placement and reemployment programs.
- d. Performance Appraisals: Additional service credit for performance shall be as specified by applicable regulation. The performance appraisal cut-off date is thirty (30) calendar days prior to the issuance of employee RIF notices. Performance appraisals that were due on or before the cut-off date, but were not officially approved and put on record until after the cut-off date shall not affect the determination of the employee's retention standing. The last three (3)

ratings of record during the four-year period prior to the cut-off date shall be used in determining additional service credit.

e. Vacant Positions: Consideration shall be given to placing employees who are affected by RIF into vacant positions. The EMPLOYER may waive or modify qualification requirements for placement in vacant positions as provided for in applicable regulations. The EMPLOYER shall consider filling vacant trainee and developmental positions under recruitment at the target level through RIF regulations.

f. Individual Employee Counseling-Jobs/Placement Assistance: The EMPLOYER shall provide individual counseling when requested by the employee and advice in preparing applications for jobs that are available to the affected employee as well as placement assistance.

g. Placement and Reemployment Programs: Employees affected by reduction in force will be submitted for registration in the Priority Placement Program (PPP) in accordance with applicable regulations. Employees shall remain on the Reemployment Priority List (RPL) for the time allowed by applicable regulations. RPL employees shall continue priority consideration without being limited to one (1) pay system and the right to avoid competitive procedures for selection to grades no higher than previously held on a permanent basis.

h. Retraining: Employees who receive RIF letters shall receive retraining (upon employee request and in accordance with applicable regulations), if their jobs are eliminated and they possess the ability to benefit from retraining and as long as this provision preserves management's discretion to determine the extent and type of training, the number of employees to be trained given available funding and training authority, and the methods and means by which training would be accomplished.

i. Interviews: Those employees who are called for an interview as a result of their names being placed on the PPP list and other Federal placement and reemployment programs may request paid travel and per diem to and from the site of the interview consistent with applicable law and regulation.

j. Excused Absence: For those employees being separated as a result of RIF, a reasonable amount of administrative leave may be approved (upon request), to attend to the function of finding other employment.

k. Relocation Costs: The EMPLOYER shall pay relocation costs as authorized by the Joint Travel Regulations.

Section 5. Adverse actions are appealable to the Merit Systems Protection Board. Other matters are subject to the Negotiated Grievance Procedure.

Section 6. It is agreed that this Article shall not apply to any RIF announced prior to the effective date of this Agreement.

ARTICLE 26

MERIT PROMOTION AND PLACEMENT

Section 1. All merit promotion and placement actions shall be in accordance with the applicable Merit Promotion and Placement Plan, applicable regulations and this Article. The EMPLOYER agrees that selections for promotion shall be based on merit factors, established candidate priorities, job qualifications, e.g. candidate skills, knowledge, experience, and abilities; and in accordance with selection criteria established under equal employment opportunity guidelines. The EMPLOYER agrees that job qualification requirements shall be established and/or changed per applicable regulations, Agency guidelines and the needs of the organization.

Section 2. The EMPLOYER agrees that announcements shall remain open for a minimum of five (5) work days. Employees will use the current automated process when applying for positions announced under merit promotion procedures. Employees who are unable to submit a self-nomination form for a vacancy may have another person submit the self-nomination form for them. Selectees must provide additional information required for verification of qualification/eligibility within one (1) work day after a tentative job offer is made. Exceptions to the one (1) work day requirement for providing additional information may be granted on a case by case basis where the requirement would place an undue hardship on the employee (e.g. the employee is hospitalized; the required documents were recently destroyed by fire; or would include unusual documentation not normally possessed by or immediately accessible to the employee).

Section 3. Employees must submit a self-nomination to receive consideration for vacancies after their resume is in the current automated database. Employees may check the status of their self-nominations to vacancy announcements through the current automated system.

Section 4. An employee who is dissatisfied with the placement consideration received may have UNION representation. When the UNION is representing an employee, the EMPLOYER will make available for review the following pertinent promotion records: list of names of those applicants considered and the referral and selection register.

Section 5. If an employee fails to receive proper consideration, the EMPLOYER will take corrective action in accordance with the applicable Merit Promotion and Placement Plan.

Section 6. Resumes must be pre-positioned in the current automated database. Self-nominations must be received in accordance with the terms stated on the job announcement.

Section 7. The EMPLOYER will provide computer internet access and reasonable on duty time to comply with the current automated process. When needed, employees are encouraged to seek assistance or ask for training on the automated process.

ARTICLE 27

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees shall be kept within the shortest practicable time limits as set forth in this Agreement and applicable regulations.

Section 2. Employees detailed to a higher grade position shall be temporarily promoted (if eligible and qualified) effective the first day of the pay period following the forty-fifth (45th) workday of the assignment.

Section 3. The forty-five (45) consecutive workday provision will not be circumvented by rotating employees into a higher graded position for less than forty-five (45) workdays in order to avoid the higher rate of pay.

Section 4. Should the requirements of management necessitate a detail to a lower graded position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

Section 5. Management agrees to notify the Local Union President or designee, in writing or orally, prior to placing any union representative on a detail.

Section 6. The EMPLOYER is responsible for selection of employees for details on an impartial basis and for informing employees of details, reasons, duties and estimated duration. The EMPLOYER will establish proper controls to ensure details are recorded and terminated on time and that necessary extensions are requested on time for Office of Personnel Management approval.

Section 7. The EMPLOYER shall distribute noncompetitive details among employees with consideration being given to such factors as the character of the work, availability and organizational location of employees, and knowledge of the particular type of work involved. The EMPLOYER shall determine the qualifications needed in accordance with applicable regulations.

Section 8. Employees placed on details shall be provided beginning and projected ending dates, and the performance criteria for the job. Documentation is not necessary for a detail that is identical to or of the same grade and series requiring the same basic duties as the employee's current position. All other details will be documented in accordance with applicable regulations.

ARTICLE 28

CONTRACTING OUT

Section 1. The EMPLOYER retains the right to make determinations with respect to contracting out as provided by STATUTE.

Section 2. As requirements are known, the UNION shall be notified of the functions scheduled for review under the Commercial Activities Program that may have an impact on unit employees.

Section 3. It is agreed that since it is to the EMPLOYER's advantage that the Performance Work Statement during commercial activity reviews be as accurate as possible, the UNION shall be provided a complete copy and given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and shall be carefully considered by the EMPLOYER. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit.

Section 4. The UNION shall be advised of contracting out decisions. Any resulting Reduction-in-Force (RIF) shall be conducted in accordance with the RIF Article of this Agreement. Impact and implementation issues other than RIF shall be negotiated at the request of the UNION.

ARTICLE 29

SAFETY AND HYGIENE

Section 1. Safety on the job is of utmost importance, and the PARTIES join in the furtherance of good safety practices. The PARTIES agree that applicable OSHA standards for safety and hygiene apply.

Section 2. The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices in order to protect himself and his fellow workers. Repeated failure to follow safety rules and practices may result in disciplinary action and/or adverse action.

Section 3. The EMPLOYER is responsible for providing a safe and healthful workplace and environment for the employees. The UNION shall cooperate to achieve that end and shall encourage all employees to work in a safe manner. The UNION shall publicize on request notices to employees demonstrating the UNION's support of the EMPLOYER's Safety Program.

Section 4. The EMPLOYER shall welcome at any time suggestions for practical ways of improving safety conditions.

Section 5. Where necessary for the accomplishment of the job, the EMPLOYER shall furnish and maintain proper protective clothing and equipment in accordance with applicable regulations. All tools that the EMPLOYER determines necessary to perform the job shall be furnished to employees.

Section 6. The EMPLOYER shall not require employees to work alone at any worksite determined to be an unacceptable risk by appropriate officials in accordance with appropriate regulations.

Section 7. The EMPLOYER shall provide and maintain toilet facilities as near to the normal duty area as reasonably possible.

Section 8. Employees are responsible for reporting all accidents immediately as required by existing regulations. The EMPLOYER shall require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during work hours for emergency medical treatment as a result of on-the-job illness or injury shall not be charged as leave.

Section 9. Whenever appropriate officials determine that conditions or practices exist in any work place which could reasonably be expected to cause imminent death or physical harm, the EMPLOYER shall take immediate action to abate the danger to employees.

Section 10. The EMPLOYER agrees to adhere to and enforce policies for the prevention of infectious or blood borne diseases established by the Centers of Disease Control.

ARTICLE 30

ON THE JOB INJURY OR ILLNESS

Section 1. Employees will personally report to their supervisor as soon as possible regarding all injuries or illnesses which occur on the job. If the employee is physically unable to do so, this may be accomplished by a UNION representative or a personal representative.

Section 2. When an employee sustains an on-the-job injury, no matter how slight, the injured employee, or someone acting on his/her behalf, must fill out a Form CA-1 (Notice of Injury) as soon as possible, but not later than thirty (30) days following the occurrence. Employees who develop an occupational disease resulting from their employment must give notice by completion of a Form CA-2 (Notice of Occupational Disease). Employees will be furnished copies of the Forms CA-1 or CA-2 as applicable. The EMPLOYER will insure to the extent possible the forms completed. Additional information will be provided by a representative of the Civilian Personnel Advisory Center (CPAC) if the employee desires to make an appointment for this purpose.

Section 3. The EMPLOYER shall provide emergency treatment and transportation necessary to secure treatment for on the job injuries or illness.

Section 4. Treatment for disability due to personal injury or disease sustained while in the performance of duty shall be provided for in accordance with the Federal STATUTE.

Section 5. An employee who sustains a disabling job related traumatic injury is entitled to continuation of regular pay in accordance with applicable laws and regulations. On the day of an on-the-job injury which occurs during the employee's regular tour of duty, time spent related to evaluation and treatment of the injury will be considered duty time for pay purposes. No overtime will be authorized for time spent in medical evaluation and treatment which occurs after normal duty hours, unless the employee is already working in an approved overtime status when the on-the-job injury occurs.

Section 6. The EMPLOYER shall assist employees in applying for reimbursement from the Office of Workers' Compensation Program for expenses incurred in obtaining medical treatment.

Section 7. When an injured employee is released by his/her physician to return to light duty temporarily while recovering from his/her on-the-job injury or illness, and the EMPLOYER's medical authority concurs, maximum efforts will be made by the EMPLOYER to assign the employee light duty consistent with his/her medical limitations. The medical certificate provided to the EMPLOYER will clearly set forth the specific physical limitations required and the expected duration of the light duty period.

Section 8. An employee who is injured on the job and subsequently is found to be permanently disabled for his/her assigned position will be afforded reasonable consideration for placement by the EMPLOYER in existing job vacancies at the same or lower grade which are consistent with the employee's job qualifications and physical limitations. If such placement is not possible, the employee will be advised of applicable options such as disability retirement in accordance with applicable regulations and STATUTE.

ARTICLE 31

LEAVE WITHOUT PAY (LWOP)

Section 1. Requests for LWOP will be submitted in accordance with laws and regulations.

Section 2. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave.

Section 3. Leave without pay (LWOP) from duty is a temporary non-pay status and absence in accordance with governing laws and regulations. Normally, annual leave should be exhausted prior to LWOP being granted.

Section 4. When an employee's request for LWOP is approved and while the employee is in a LWOP status, their position will not be filled on a permanent basis unless the employee submits a resignation or is otherwise removed from the position in accordance with applicable laws and regulations.

Section 5. Employees on approved LWOP shall continue to accrue all rights and privileges mandated by federal law and regulation.

Section 6. Periods of LWOP may be extended to employees who desire to develop and increase their knowledge and education and their job comprehension, proficiency and ability through enrollment in courses of instruction, either civilian or military.

ARTICLE 32

ANNUAL LEAVE

Section 1. The employee shall earn and be granted ~~annual~~ leave in accordance with applicable regulations. Annual leave will be charged in fifteen (15) minute increments. The standard application for leave, OPM-71 shall be used for all requests for annual leave.

Section 2. The Employer agrees that an employee's request for annual leave will be processed in accordance with applicable regulations and instructions.

Section 3. An employee unable to report for duty because of a personal emergency should request annual leave of the immediate supervisor as soon as possible, but no later than two hours after the start of his/her regularly scheduled work shift unless precluded by circumstances beyond their control. It is the responsibility of the employee to notify his/her immediate supervisor or in his/her absence, the next higher level supervisor and request annual leave. This request will be for that day only unless otherwise requested. Upon return to work a leave slip must be submitted for the leave. Approval of request for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 4. Approval of leave is not to be presumed. It is the the responsibility of the employee to ascertain that the request for leave has been approved.

Section 5. The Employer will act on the request for leave as soon as practicable following submittal and inform the employee of the decision. If disapproved, the reasons for disapproval will be noted in the "remarks" section of the application for leave form. An employee may cancel previously approved annual leave provided his/her services can be used.

Section 6. No employee shall be called back from leave or have previously approved leave cancelled unless necessary to maintain the reserved rights or management.

Section 7. Every effort should be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload, or other factors exist that cause the Unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave. The employee must submit a written request for restoration of annual leave.

ARTICLE 33

SICK LEAVE

Section 1. The parties recognize the value and importance to each employee in conserving his/her sick leave to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation from duty. It is, therefore, of real benefit to the employees to conserve their sick leave. In furtherance of that objective, the Union will assist the Employer by emphasizing the need and value of each employee in the Unit to conserve his/her sick leave and to use it only in case of real incapacitation from duty.

Section 2. Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinement; for medical dental, or optical examination or treatment; or when exposed to contagious disease, as determined by local health authorities, and the presence of the employee at his/her post of duty would jeopardize the health of co-workers. Request for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment. The request must contain information as to the time, place, and date of appointment.

Section 3. It is the responsibility of the employee to notify his/her immediate supervisor or in his/her absence, the next higher level supervisor and request sick leave. Such notification shall be made no later than two hours after the scheduled reporting hour on the first day of absence and will indicate the anticipated duration of the absence. Should the absence extend beyond the date initially anticipated, the employee will notify the supervisor no later than two hours after the scheduled reporting hour on the date the employee initially expected to return. Approval of request for sick leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 4. The standard application for leave, OPM-71 shall be used for all requests for sick leave.

Section 5. All employees' sick leave requests will be considered as personal, need-to-know information. Official sick leave records will also be maintained in this respect.

Section 6. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability may be advanced unearned sick leave not to exceed 30 days provided there is reasonable evidence supported by a doctor's certificate that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual and the employee has used all available sick leave which they have accrued. Sick leave will not be advanced to employees who are required to present a medical certificate to support each application for sick leave.

Section 7. Sick leave will be charged in fifteen (15) minute increments.

Section 8. In the event a person is incapacitated while on official travel, the employee will notify the immediate supervisor, or in his/her absence the next higher level supervisor, of the employee's inability to perform assigned duties. The employee may include charges incurred in

notifying his/her supervisor as part of the official travel claim.

Section 9. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of 3 workdays, or for a lesser period when management determines it is necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave not later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence of medical certification with 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence of medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence of medical certification with the specified time period is not entitled to sick leave.

Section 10. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of any sick leave thereafter. This requirement will remain in effect for one year, at which time leave use will be reviewed and a determination made to either extend or rescind the Letter of Requirement.

ARTICLE 34

FAMILY LEAVE

Family and Medical Leave shall be authorized in accordance with federal STATUTE and regulations.

ARTICLE 35

ORIENTATION FOR NEW EMPLOYEES

Section 1. The PARTIES recognize the importance and the value of employee orientation.

Section 2. The UNION shall be afforded the opportunity to be represented at new employee orientation sessions. One (1) UNION representative shall be permitted the opportunity to:

- a. Advise bargaining unit employees of its existence.
- b. Describe the bargaining unit it represents.
- c. Provide the telephone number where UNION representative can be reached.
- d. Distribute copies of the Agreement to bargaining unit employee; and
- e. Respond to questions.

Section 3. The UNION agrees that the purpose for attending new employee orientation shall not be for the purpose of soliciting UNION membership.

Section 4. The UNION shall advise the EMPLOYER the name of the person designated to serve as its representative at new employee orientations. The UNION may change its designee upon written notification to the EMPLOYER.

ARTICLE 36

COURT LEAVE

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

Section 2. When an employee is excused as a juror or witness for any day or substantial portion of a day, the employee will contact their immediate supervisor for a determination concerning their work status for the remainder of the workday. Unless the supervisor determines that returning to work would be impractical, the employee will be required to return to duty or, with supervisory approval, be charged annual leave, leave without pay, credit hours or compensatory time. A reasonable time for travel back to the employee's place of duty shall be permitted without charge to the employee's leave.

ARTICLE 37

BULLETIN BOARDS

Section 1. The UNION will have access to an area of 18” by 22” of the existing bulletin boards located in the TAPO break rooms of each building. These areas will be used for the posting of notices and informational bulletins and letters.

Section 2. Literature posted must not violate law or regulation or the internal security of the EMPLOYER. The literature must not contain vulgar, obscene or libelous material. The UNION area will be maintained in an orderly manner, and outdated material must be removed when no longer appropriate.

ARTICLE 38

EMPLOYEE LISTS

Section 1. Within fifteen (15) days of the UNION's request, the EMPLOYER will provide to the UNION, but not more than twice a year, a list of all employees, and will contain the name, position title and grade, and organization of each represented by this Agreement. Upon execution of this Agreement, the local UNION President will be provided an employee list as described.

Section 2. The EMPLOYER will provide to the UNION a current organization chart and any changes thereto.

ARTICLE 39

COMMUNICATION BETWEEN THE PARTIES

Section 1. The PARTIES are encouraged to meet on a continuing basis to resolve matters of general interest.

Section 2. The EMPLOYER will meet with the Local UNION President, or designee and a representative on an as requested basis for issues of general concern.

ARTICLE 40

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The UNION and the EMPLOYER jointly recognize the need for an Employee Assistance Program (EAP). The primary focus of the EAP is to help employees with problems that may result in impaired job performance. This program is available to all employees and is conducted in a confidential manner consistent with law and applicable regulation such as AR 600-85. The UNION will be provided with copies of any informational material about the EAP that is made available to employees. Copies of this material also may be obtained from the employee's supervisor, Human Resources, or the Union.

Section 2. The PARTIES recognize that medical or behavioral problems of an employee and/or members of his/her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses. It is in the best interests of both the EMPLOYER and the UNION to assist bargaining unit employees in recovery from these illnesses. The UNION therefore agrees to support the EAP of the EMPLOYER.

Section 3. A key element in assisting an employee in need of rehabilitative treatment is for the employee to recognize the problem and be willing to accept treatment. Participation by bargaining unit employees in all aspects of the EAP is voluntary. No unit employee will have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance, except as may be limited by applicable law. The confidential nature of records of unit employees enrolled in the EAP will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder (commonly referred to as the 201 file).

Section 4. If the employee enters the EAP, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated EAP representative will be conducted on official duty time. The employee will be granted UNION representation at the initial counseling session upon request. The employee normally will be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the EAP.

Section 5. The EMPLOYER and the UNION agree that when substance abuse or other personal problems of the employee interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the EMPLOYER.

The EMPLOYER is concerned with the accomplishment of Agency missions and the essential need to maintain employee productivity.

Section 6. The EAP has been established to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling,

referral, and rehabilitation assistance in order to return his/her job performance, attendance, or conduct to acceptable levels.

Section 7. If the EMPLOYER reasonably believes that the employee's deficiencies are related to alcohol, drug, or personal problems, the EAP office may be consulted for advice and recommendations. The EMPLOYER depends upon supervisors of bargaining unit employees to be alert to any deterioration in the performance, attendance, or conduct of assigned employees, and will document specific instances in which a bargaining unit employee's work performance, attendance, or conduct fails to meet minimum standards, or instances in which the employee's pattern of performance appears to be deteriorating. The EMPLOYER then will conduct an interview with the employee which focuses on noted deficiencies in attendance, performance, or conduct, and will advise the employee of the existence of the EAP.

Section 8. Once an adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation. The parties agree that nothing in this language requires the employer to delay an action on any employee based upon an employee's request for rehabilitation. In other words, there will be no delaying requirement upon management in regards to taking an adverse action against an employee under any circumstance.

Section 9. Supervisory and employee training regarding the EAP will be presented by the EMPLOYER as needed in accordance with AR 600-85. When EAP training is scheduled, it may be offered to Union officers and stewards who if selected to attend may do so on official time.

ARTICLE 41

UNFAIR LABOR PRACTICES

The PARTIES agree that the resolution of complaints that arise under federal law in the area of Unfair Labor Practices (ULP) should be handled informally. The PARTIES agree that their complaints shall be filed informally, in writing with either the EMPLOYER, ATTN: CPAC, or the President, Local R4-6. The PARTIES agree to meet in a good faith attempt to informally resolve their complaints within ten (10) calendar days of the informal filing. If no informal resolution is reached within fifteen (15) calendar days of the informal filing, the ULP may be forwarded to the FLRA.

ARTICLE 42

TECHNOLOGICAL DEVELOPMENTS

Section 1. The PARTIES recognize that technological developments frequently add to the efficiency and productivity of the EMPLOYER. The EMPLOYER agrees to make reasonable efforts to minimize Reduction-in-Force (RIF) resulting from the introduction of new equipment or processes.

Section 2. Consistent with manpower requirements, it shall be the responsibility of the EMPLOYER to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained, and to provide the means and facilities to furnish such training.

Section 3. Any resulting RIF shall be conducted in accordance with the RIF Article of this Agreement. The UNION retains the right to bargain on impact and implementation issues other than RIF.

ARTICLE 43

PAYCHECK DELIVERY AND ALLOTMENTS

Paychecks shall be delivered by electronic funds transfer (EFT) to a financial institution of the employee's choice.

ARTICLE 44

TEMPORARY DUTY TRAVEL (TDY)

The EMPLOYER has the right to require employees to travel on temporary duty TDY under the conditions and requirements prescribed in applicable laws and regulations. Travel orders, issuance of government credit cards, advance travel pay, payment of per diem, travel allowances and expenses, shall be processed in accordance with the Joint Travel Regulations (JTR).

ARTICLE 45

MISCELLANEOUS AND GENERAL PROVISIONS

Section 1. Employees may review or receive a copy of their Official Personnel File upon proper written request.

Section 2. For the administration of this Agreement, the following terms have the meanings as defined by the PARTIES:

- a. Days - Calendar days, unless specifically stated otherwise.
- b. Pronouns - The use of pronouns throughout this Agreement is meant to be gender neutral.
- c. Seniority - Length of government service as shown on an employee's Notification of Personnel Action (NPA).

ARTICLE 40

DURATION, REOPENING, EXTENSION, APPROVAL AND PRINTING OF AGREEMENT

Section 1. Duration: This Agreement shall remain in effect for three (3) years from date of approval in final and complete form by the Agency head or designee. The Agreement shall be automatically renewed for an additional period of three years unless written desire to renegotiate the Agreement is served by either PARTY between the 105th and 60th day prior to expiration of the Agreement. The PARTY desiring revision or renegotiation shall provide the other PARTY with a complete proposal for revision or renegotiation at the time of providing notice. The PARTIES agree that while the recipient is staffing a reply/counterproposal the PARTIES shall meet to set any necessary ground rules. The PARTY receiving the revision/renegotiation notice shall provide a reply/counterproposal within sixty (60) days.

Section 2. Reopening: The Agreement may be reopened by mutual consent or when new or revised laws or regulations require revision of its terms. Whether or not revision is required shall be subject to the grievance process outlined above.

Section 3. Extensions: The existing Agreement shall remain in effect during any pending/ongoing negotiations, regardless of Agreement expiration date.

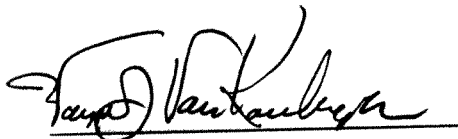
Section 4. Approval and Amendments: This Agreement and any amendments thereto shall become effective on the date approved by the Agency head or his designee in accordance with the STATUTE and shall remain in effect until this Agreement expires or is terminated.

Section 5. Printing: The EMPLOYER shall furnish the UNION seventy-five (75) hard copies of this Agreement, as well as a copy on compact disc. Each PARTY is free to post the Agreement upon any appropriate website.

IN WITNESS WHEREOF, the Parties' negotiating teams have entered into this Employer-Union agreement on 9 December 2010.

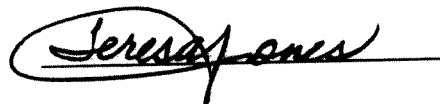
For the Employer:

For the Union:



Wayne J. VanKauwenbergh

Chief Negotiator



Teresa Jones

NAGE National Representative

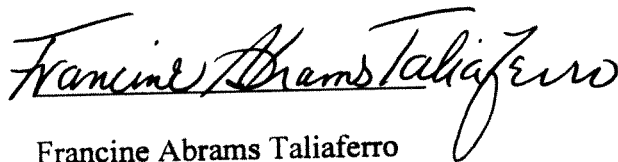
Chief Negotiator



Kenneth R. Van Mullekom

Labor Relations Specialist

Team Member



Francine Abrams Taliaferro

Chief, Labor-Management/Employee Relations

Civilian Personnel Advisory Center

Team Member

IN WITNESS WHEREOF, the parties have entered into this Employer-Union Agreement

on 16 JUNE 2011

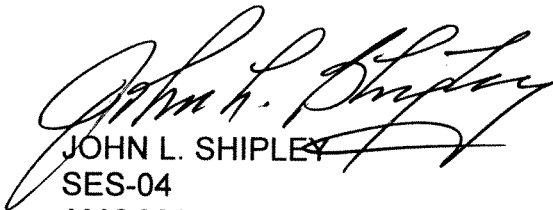
For the Employer:

For the Union:

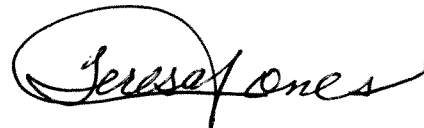
APPROVED FOR:

US ARMY SPECIAL OPERATIONS COMMAND
TECHNOLOGY APPLICATIONS PROGRAM OFFICE
(TAPO), FORT EUSTIS, VIRGINIA

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
(NAGE), LOCAL R4-6, FORT EUSTIS
VIRGINIA



JOHN L. SHIPLEY
SES-04
AMCOM Director,
Special Programs (Aviation)



NAME

Approved by DOD to be effected on 13 July 2011.

Appendix A

REQUEST TO LEAVE ASSIGNED WORK AREA TO PERFORM REPRESENTATIONAL DUTIES

This requests official time to conduct representational duties pursuant to
the Negotiated Agreement for UNION: _____ LOCAL: _____

DATE TIME SIGNATURE OF UNION REP

Representative Status: NAF _____ /Appropriated _____

PURPOSE OF REQUEST (check one)

- **Term (or contract Negotiations) (Time Card Code: BA)** _____

- **Mid-Term Negotiations (Time Card Code: BB)** _____

(Includes Meetings to discuss proposals/changes to conditions of employment not covered by the existing negotiated Agreement).

- **Labor/Management Relations) (Time Card Code: BD)** _____

(Includes Labor Management Meetings, Labor Relations Training)

- **Grievances and Appeals) (Time Card Code: BK)** _____

(Includes Grievance investigation, Grievance processing, FLRA Proceedings, etc.)

Other _____
(Specify): _____

Approved _____ Disapproved _____
(Explanation/Alternate Time)

SIGNATURE OF SUPERVISOR

Time Out _____ Time In _____ Time Used _____

Appendix B

GRIEVANCE FORM

Name of Grievant _____ **Organizational/Work Unit** _____

Home Address _____

_____ **Office Phone** _____

Grievance _____

Relief Sought

Provision of Contract/Regulation Alleged Violated

Name of Immediate Supervisor _____

Office Phone _____

Date Grievance Informally Presented _____

Signature of Grievant/Representative _____

TO BE COMPLETED BY STEP 2 SUPERVISOR

Name of Step 2 Supervisor _____

Date Received _____

Reply

SIGNATURE _____

DATE _____

I wish to advance this grievance to step 3 of the Grievance Procedure for the following reasons:

SIGNATURE _____ **DATE** _____

(Grievant or Representative)

(TO BE COMPLETED BY STEP 3 OFFICIAL)

DATE RECEIVED BY CPAC _____

Reply

NAME _____ **TITLE** _____

SIGNATURE _____ **DATE** _____

AWS WORK SCHEDULE REQUEST

INSTRUCTIONS: Complete as indicated and submit to your supervisor for approval. Upon approval, forward to your timekeeper. Timekeeper: forward original to ATAAPS Systems Administrator and retain a copy for your records.

1. NAME: _____ 2. EFFECTIVE DATE: _____
3. OFFICE SYMBOL: _____ 4. COST CENTER: _____
5. SELECT AWS WORK SCHEDULE OPTION:
- ☐ Flexible Work Schedule (FWS) ☐ 3-4/9 Work Schedule

Use the matrix below to complete items 6, 7, and 8.

Departure time for 8-hour day if lunch period is:					Departure time for 9-hour day if lunch period is:				
0645	1515	1530	1545	1600	1615	1615	1630	1645	1700
0700	1530	1545	1600	1615	1630	1630	1645	1700	1715
0715	1545	1600	1615	1630	1645	1645	1700	1715	1730
0730	1600	1615	1630	1645	1700	1700	1715	1730	1745
0745	1615	1630	1645	1700	1715	1715	1730	1745	1800
0800	1630	1645	1700	1715	1730	1730	1745	1800	*
0815	1645	1700	1715	1730	1745	1745	1800	*	*
0830	1700	1715	1730	1745	1800	1800	*	*	*
0845	1715	1730	1745	1800	*	*	*	*	*

6. SELECT REGULARLY SCHEDULED REPORTING TIME:

* Not compatible with reporting time

☐ 0645 ☐ 0700 ☐ 0715 ☐ 0730 ☐ 0745 ☐ 0800 ☐ 0815 ☐ 0830 ☐ 0845 *

* Not compatible with 3-4/9; See matrix

7. SELECT LUNCH PERIOD OPTION AND INDICATE START AND ENDING TIME:

☐ 30 minutes ☐ 45 minutes ☐ 60 minutes ☐ 75 minutes ☐ 90 minutes

Start Time: _____ End Time: _____ (No earlier than 1130; Must conclude by 1300)

Notes: Certain lunch options are not compatible with certain report times; See matrix.

8. INDICATE REGULARLY SCHEDULED DEPARTURE TIME FROM MATRIX:

Notes: Employees on 3-4/9 depart one hour earlier on the 8-hour day.

9. COMPLETE ONLY IF WORK SCHEDULE OPTION IS 3-4/9.

- a. Select a regular day off (RDO) within the pay period:

Week 1: ☐ Monday ☐ Friday Week 2: ☐ Monday ☐ Friday

- b. Select a regular short day (RSD) within the pay period (8-hour day):

Week 1: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday
Week 2: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

10. EMPLOYEE'S SIGNATURE: _____ DATE: _____

11. SUPERVISOR'S SIGNATURE: _____ DATE: _____