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ACRONYMS

Preamble

This Agreement is entered into by and between the National Capital Region Medical Directorate (hereinafter referred to as NCR-MD or the Agency) and the American Federation of Government Employees, Local 1410 (hereinafter referred to as the Union or AFGE).

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

" ... the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government."

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

Pursuant to this policy, the Parties have agreed upon the various articles hereinafter set forth. This Agreement constitutes a Collective Bargaining Agreement between the National Capital Region Medical Directorate and the American Federation of Government Employees, Local 1410.

COVERAGE

SECTION 1. CERTIFICATION:

A. Certified Units: This Agreement is entered into pursuant to the provisions of 5 U.S.C. Chapter 71, and shall serve as the Labor-Management Agreement (hereinafter "Agreement.") between the National Capital Region Medical Directorate (NCR-MD) (hereinafter referred to as the Agency) and the American Federation of Government Employees (AFGE), AFL-CIO, Local 1410 (hereinafter referred to as the Union), collectively referred to as the "Parties." This Agreement will cover all professional and non-professional NCR-MD bargaining unit employees, as certified in Case Nos. WA-RP-13-0040-P and WA-RP-13-0040-NP. This Agreement supersedes all previously existing contracts that covered any portion of the currently certified bargaining units.

B. Additional Employees: Pursuant to the above certification, the Parties agree that should additional employees come under the Agency's control at the level of recognition, the Agency will not oppose any Petition to the FLRA to include such employees in the certified unit.

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

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

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

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

SECTION 3. NEW OR CHANGED RULES OR REGULATIONS:

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

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

C. MAINTENANCE OF STATUS QUO: For purposes of this Section, changes in working conditions contained in Agency rules and regulations but not contained in this Agreement may not be implemented unless bargained by the parties. Either party may reopen negotiations on such changes in working conditions.

D. MEMORANDUM OF AGREEMENT: Any changes to rules or regulations, with respect to working conditions of bargaining unit employees, or amendments to this Agreement which are negotiated and agreed to pursuant to this Section will be duly executed by the parties in a Memorandum of Understanding and will become an integral part of this Agreement and subject to all the terms and conditions of this Agreement.

SECTION 4. COMPELLING NEED: The Union, however, recognizes that the Agency is a component of the Department of Defense (DoD) and that it must, therefore, operate strictly

within the limits of the authority delegated to the Director of the Agency by the Secretary of Defense and that it must comply with and implement all non-discretionary directives issued by the Office of the Secretary of Defense (OSD) concerning matters not covered in this Agreement and not in conflict with this Agreement. At the same time, the Agency recognizes the right of the Union, in any given case, to allege that no compelling need exists for the Agency to implement a specific DoD directive and to seek relief by exercising the privileges accorded to it by 5 U.S.C. § 7117. Where the DoD, or the Federal Labor Relations Authority, determines that no compelling need for the directive exists, the matter may be negotiated at that time.

SECTION 5. MANAGEMENT RIGHTS: Nothing in this Agreement does, or ever shall, impinge upon, negate, reduce or detract from the rights and privileges which are vested in the Agency by virtue of the provisions of 5 U.S.C. § 7106, "Management Rights."

SECTION 1. INTRODUCTION:

A. LMF Establishment: In support of collaborative working relationships, the Parties agree to establish a Labor-Management Forum (LMF), in accordance with Executive Order 13522, "Creating Labor-Management Forums to Improve Delivery of Government Services" (December 9, 2009).

B. LMF Charter: The Parties agree to meet to develop and implement an LMF Charter within six months of the effective date of this CBA.

C. Renewal: In the event EO 13522 is revoked or modified, this Article shall remain in effect through the end of the year. If during this period either party wishes to terminate or modify this Article or the LMF, it shall provide the other party with notice no later than 1 December and negotiate as appropriate. In the absence of such notice the LMF and this Article will automatically renew on an annual basis.

SECTION 2. OBJECTIVES:

A. Purpose: The LM Forum is established to help identify problems and propose solutions to better serve the public and the Agency mission. The LMF will make recommendations to the Agency leadership and monitor the progress of such actions. The Agency will provide the Union with an explanation for any recommendations which are not implemented.

B. Agreements: The purpose of the Forum is to reach agreements. Agreements reached by members of the Forum do not constitute a waiver of any right provided for by Title 5 USC Chapter 71. Where it is deemed necessary, and by mutual consent, the Parties may choose to fulfill collective bargaining obligations and memorialize such agreements by executing an MOU.

C. Cooperative Model: Forum participants will use a "strive for consensus" model in all of its activities, meaning the Parties will work to reach a position that all participants can live with. Each participant will have a responsibility to articulate their views in the process and to support the Forum's position if consensus is reached. Neither the Agency nor the Union is obligated to reach agreement on the issues addressed during such discussions through the LMF.

D. Seeking Consensus: If during the Forums meetings no consensus is reached on a particular issue, the Forum may:

1. Forward the issue to a dedicated working group,
2. Seek the services of a facilitator, or other options.
3. Determine that a consensus is not going to occur, and if so, the Parties shall retain their rights under applicable law and this CBA.

E. Additional Forums: The Parties agree that an Advanced Provider Forum will be established at the Agency level to identify problems and propose solutions regarding matters of concern to civilian physicians, dentists and other providers. Representation on the Forum will include Agency and Union representatives from JPC, FBCH, DTHC, and WRNMMC. In addition, the LMF will assess the need for additional labor management committees at the MTF, clinic or other level. The LMF will promote and support the creation of additional labor management committees as appropriate. Appropriate documentation of the additional Forums will be maintained by the CHRC LMER Branch and made available to the Union. Recommendations and proposed solutions of the subordinate Forums will be reported to the LMF as appropriate.

F. Communications: The LMF will communicate and share the activities of the Forum with the employees as appropriate.

SECTION 3. SCOPE: Pursuant to Executive Order 13522 and this Agreement, the Union may engage the Agency through pre-decisional involvement in all workplace matters at the level of recognition, including permissive subjects, to the fullest extent practicable. By mutual agreement the Parties may elect to include topics on the LMF Forum Agenda without regard to whether those matters are negotiable subjects of bargaining under 5 USC§ 7106.

A. Discussions: The Agency will provide the Union with formal notice when LMF recommendations are to be implemented. It is understood that the Union, in agreeing to the establishment of Labor Management Forums, does not waive any statutory or contractual rights in regard to the impact and implementation of such Management changes.

B. Provision of Information: The Agency shall provide adequate information on such matters expeditiously to Union representatives where not prohibited by law; and make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 USC 7106(b)(1), through discussion in its Labor Management Forums.

SECTION 4. TRAINING: To promote effective labor-management relationships, the Parties may determine the need for, and identify, appropriate training. Some types of training that may be appropriate include Alternative Dispute Resolution (ADR), work process improvement, group dynamics, and relationship by objectives.

SECTION 5. USE OF TIME:

A. Duty Time: For both Agency and Union representatives who participate in the LMF Forum, those activities will be considered their assigned duty location during that time. To the extent possible, activities will be conducted during the normal duty hours of the participants. Committee members will be compensated in accordance with applicable law, e.g., in regards to any overtime incurred.

B. Union Representatives: The Union representatives to the Forum will be provided a reasonable amount of duty time to prepare for and attend Forum meetings, which shall be requested in accordance with this CBA.

C. Availability: Once an individual has been designated by the Union to participate in cooperative labor-management activities, that person will be made available for such participation, except under exigent circumstances.

SECTION 6. EXPENSES: For full LMF meetings conducted under this Article, the Agency will bear the travel and per diem expenses of participating bargaining unit members to the extent permitted under the Federal Travel Regulations.

10-28-14

EMPLOYEE RIGHTS

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

SECTION 2. Presentation of Views: In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

SECTION 3. Management Notification: The Agency will assure that management officials are apprised of the rights described in Section 1, and that non-interference, restraint, coercion, or discrimination is not practiced within the unit to encourage or discourage membership in a labor organization. The Union will assure that employees in the unit are apprised of the rights described in Section 1.

SECTION 4. Whistleblower Protection: Employees are protected by the Whistleblower Protection Act, against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health and safety.

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

SECTION 6. Acknowledgement: Employees will be given a full explanation of any documents they are required to sign. After an explanation, if the employee does not understand the document, he or she may request a Union representative. If an employee refuses to sign, including for a disciplinary action, no adverse action of any kind will be taken against him or her for their refusal to sign.

SECTION 7. Weingarten Rights:

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

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

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

b. When an employee believes his or her Weingarten Rights have been violated, the employee should promptly bring that to the attention of the Union or the LMER Division, Civilian Human Resources Center. Allegations of a violation of an employee's rights under subparagraph (a) above shall be promptly investigated by the Agency. The Agency will report to the Union the findings of the investigation. The Union acknowledges that any decision by management concerning the discipline of a supervisor for a Weingarten violation is in the sole discretion of the Agency. If a violation is found, the Agency will consult with the Union on corrective measures that may be put in place to prevent future violations.

SECTION 9. Personal Rights:

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

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

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

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

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

f. An employee's decision to resign or retire, if eligible, shall be made freely without coercion and in accordance with prevailing regulations.

g. The Agency will provide retirement planning contact information to bargaining unit employees who are within 12 months of retirement eligibility. The contact phone number or website may provide such information as individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, etc.

b. If an employee is facing termination, the employee may resign, freely and in accordance with prevailing regulations, any time prior to the effective date. The employee may withdraw his or her resignation prior to the effective date, as long as the position is uncommitted or unencumbered. Escorts off property in connection with termination will be handled with discretion.

SECTION 10: Surveys and Questionnaires

a. The Agency will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate; this includes all questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the 5 USC Chapter 71.

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

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

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

e. Issues relating to the effects of patient surveys on discipline or performance appraisals are addressed in Performance Appraisal article of this CBA.

SECTION 11. Voluntary Activities: An employee may not be required to contribute money in the Combined Federal Campaign, purchase U.S. Bonds *in* any bond drive, or donate blood in any organized blood drive. Participation or non-participation will not advantage or disadvantage employees, and shall be solely on a voluntary basis.

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8. When a change of uniform or attire is required on site, the Agency The Agency has determined that, in support of mission requirements, it will provide fifteen (15) minutes at the beginning and ending of the tour for the employees to change clothes during duty hours. In addition, employees will be allowed a reasonable amount of time to change clothes if their clothing becomes soiled. For security personnel, see Security Personnel Article.

9. The Agency will permit reasonable clean- up time immediately prior to the end of each shift for the purpose of returning tools and cleaning up the work area and machinery as necessary in each work area. No employee shall be required to remain after the end of his or her shift, without appropriate compensation for the extended duty hours. Overtime is paid in 15 minute increments except for employees in a call back status.

E. Voluntary Schedule Adjustments: Where mutually agreeable to all employees affected, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Agency. All affected supervisors will be notified of the employees' wishes. These trades will be approved unless they interfere with the efficient accomplishment of operational requirements. Supervisors shall carefully monitor overtime usage.

SECTION 2: MEAL PERIOD

A. Lunch Break: A minimum thirty (30) minute lunch break must be added to each work schedule. However, supervisors may authorize up to one (1) hour for a lunch break. It may not be taken at the beginning or end of the work day.

B. Notice of Changes: The Agency will continue the existing lunch and break arrangements. If the Agency determines that an adjustment to lunch and/or breaks is necessary to meet operational requirements, the Union will be given the opportunity to bargain on such changes in working conditions.

SECTION 3. BREAKS

A. Fifteen (15) Minute Break: A fifteen (15) minute break may be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest will occur in the middle of each four (4) hour period, depending upon the workload requirement. Similar rest periods will be provided for employees who work on other than the normal eight (8) hour tour of duty. There will be no charge to leave for such breaks. As breaks are not cumulative, if an employee does not take a break in the first four (4) hour work period, an employee cannot lengthen subsequent breaks.

B. Additional Breaks: Work ordered and performed in excess of employees' normal work schedule will include paid fifteen (15) minute break periods at the end of every two (2) hours of work, unless the tour of duty ends after two (2) hours.

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C. Nursing Mothers: The Agency shall provide nursing mothers with a reasonable break time to express milk whenever needed throughout the workday. The frequency and duration of time necessary to express break milk may vary depending on the needs of the nursing mother.

SECTION 4. EMPLOYEE RESPONSIBILITY: Using the agency time and attendance system, employees will self-certify arrival, departure, leave, as well as any other exceptions to the normal work day. All employees, including those utilizing FWS or CWS, must ensure that their time (i.e., regular, overtime, compensatory, credit, and telework hours, etc.) and attendance (i.e., any leave usage) is properly and accurately recorded on a daily basis. Failure to have the time up-to-date at certification may result in the employee being charged with leave, Leave Without Pay (LWOP), or Absence Without Leave (AWOL).

SECTION 5. CIRCUMVENTION OF OVERTIME: Schedule changes will not be used solely to avoid premium or overtime pay unless it would seriously handicap the Agency in carrying out its functions or would substantially increase costs. Upon request, the Agency will provide the Union a written rationale for changing these work schedules.

SECTION 6. UNION NOTIFICATION: The Agency will inform the Union prior to implementing work schedule changes, (e.g., number of shifts, shift starting times) and bargain to the extent required by law.

SECTION 7. MANAGEMENT OF WORK SCHEDULES:

A. Agency Authority: The Agency retains the right to determine the work objectives of any given unit and to disapprove, in writing, any work schedule that does not allow those objectives to be met. Supervisors, with the involvement of their employees, shall develop tours of duty and work schedules that provide for adequate coverage during official hours and days of operation and are otherwise necessary to accomplish the Agency's mission. Supervisors may adjust work schedules to ensure adequate coverage, accommodate training, and ensure delivery of care.

B. Self-Development Activities: Supervisors will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work within the Agency.

C. Notice of Changes: When operational requirements require a change in an employee's permanent schedule, supervisors will provide the employee with written notice of the change at least two (2) pay periods in advance, except when the head of the agency (Director, NCR-MD or his or her designee) determines that the Agency would be seriously handicapped in carrying out its functions, that costs would be substantially increased, or in other unusual circumstances (e.g., unforeseen work requirements, special projects, or natural disaster).

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1. Employees may be required to post their daily work status to include RDO, travel, leave and telework, along with official contact information outside their office or workstations.
2. For safety reasons, the Agency has determined that unless it would interfere with mission requirements, employees will not be required to report to work unless they have had at least twelve (12) hours off-duty time between work tours.
3. Employees may not change or discontinue an authorized work schedule without supervisory approval.

SECTION 8: ADJUSTMENT OF WORK SCHEDULES FOR RELIGIOUS

OBSERVANCE: An employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the employee can meet the religious obligation, unless it would cause undue hardship on the Agency's business. Requests shall be submitted using the "Work Schedule Request Form". Reasons for decision will be provided to the employee in writing within fifteen (15) calendar days (See Appendix __).

SECTION 9: GENERAL RULES FOR "IN LIEU OF" HOLIDAYS: All full-time employees, including those on FWS or CWS schedules, are entitled to an "in lieu of" off a holiday when a holiday falls on a non-work day:

1. If a holiday falls on a Saturday, the preceding Friday is the in-lieu-of holiday;
2. If a holiday falls on Sunday, the following Monday is the in lieu of holiday;
3. If a holiday falls on the non-workday of an employee, other than Saturday or Sunday, the preceding workday is normally the employee's in-lieu-of holiday.
4. RDO adjustments required by a scheduled holiday or day in-lieu of holiday will be determined by the supervisor in consultation with the employee.
5. *Flexible Work Schedule*: full time employees working a FWS who are prevented from working on a holiday (or an "in lieu of" holiday) are generally excused from duty for the number of hours of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed eight (8) hours. Part-time FWS employees prevented from working on a holiday are entitled to pay for the number of hours that would have been worked, not to exceed eight (8) hours.
6. *Compressed Work Schedule*: full time employees working a CWS who are prevented from working on a holiday (or an "in lieu of" holiday) are generally excused from all of the hours of their compressed work schedules (i.e., "basic work requirement") on that day. Part-time CWS employees prevented from working on a holiday are entitled to pay for the number of hours of the compressed work schedule on that day.

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SECTION 10. WORK SCHEDULE OPTIONS (ALTERNATE WORK SCHEDULE AND CREDIT HOURS):

A. General: An Alternative Work Schedule (A WS) means a schedule other than the traditional eight (8) hours fixed shift, including a Flexible Work Schedule (FWS) and a Compressed Work Schedule (CWS), which has the potential to improve employee productivity and morale and accomplish the Agency's mission and goal.

B. Voluntary Nature: Participation in AWS and CWS is on a voluntary basis and no individual shall be required to participate. All requests to participate will be consistent with the mission requirements and workload demand.

C. Flexible Work Schedule: means a work schedule established under 5 USC§ 6121, that:

1. In the case of a full-time employee, has an eighty (80) hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the Agency; and

2. In the case of a part-time employee, has a biweekly basic work requirement of less than eighty (80) hours that allows an employee to determine his or her own schedule within the limits set by the Agency.

3. Definitions:

a. *Flexitour*: Employee pre-selects arrival and departure times from a flexible band. Employee must be on duty in the office or teleworking during core hours.

b. *Gliding Schedule*: The employee has a basic work requirement of eight (8) hours per day. However, the employee workday may start up to one (1) hour prior or after their regular scheduled work day with no additional approval required. For example, an employee is scheduled to report to work at 8:00 a.m., the employee may arrive as early as 7:00 a.m. or as late at 9:00 a.m. without requesting advance approval.

c. *Maxi-Flex ("Any 80 ")*: The employee has a basic work requirement of eighty (80) hours per pay period; the employee may vary the length of the week and the length of the workdays to work less than ten (10) days a pay period.

d. *"Flex-in/flex-out"*: Employees working this flexible schedule will be allowed to flex-in/flex-out during the workday, subject to supervisory approval. If a combination of an employee's starting time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to 6 p.m., the employee will be placed in the appropriate leave

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category at his or her request or charged AWOL, as appropriate.

D. Compressed Work Schedule (CWS): means a fixed work schedule established under 5 U.S.C. § 6121 et seq., that:

1. In the case of the full-time employee, an eighty (80) hour biweekly basic work requirement that is scheduled by an Agency for less than ten (10) workdays; and
2. In the case of a part-time employee, whose biweekly basic work requirement is less than eighty (80) hours, and is scheduled by the Agency for less than ten (10) workdays and may require the employee to work more than eight (8) hours in a day.
3. For employees working under compressed schedules, overtime pay will continue to be paid for work outside the compressed schedule.

4. Agreed upon CWS schedules are as follows:

- a. *5-4/9 work schedules*: consist of a fixed schedule within a bi-weekly pay period, with a nine (9) hour work requirement for eight (8) days, an eight (8) hour work requirement for one (1) day, which normally provides two (2) RDOs one week and three (3) RDOs the alternate week, to complete the basic work requirement of eighty (80) hours per bi-weekly pay period; and
- b. *4-10 work schedules*: consist of a fixed schedule within a bi-weekly pay period, with a work requirement of four (4) ten (10) hour days and three (3) RDOs each week, with the RDOs falling on the same days each week, to complete the basic work requirement of eighty (80) hours per bi-weekly pay period.
- c. *6-12-8 work schedules*: consist of an eighty (80) hour per pay period basic work schedule that includes six (6) twelve (12) hour workdays and one (1) eight (8) workday, with seven (7) RDOs normally falling on the same days each pay period.

5. Employee Preference: Employees may submit a preference for their RDO. Supervisors will consider each employee's preference. An employee on a CWS option may occasionally elect to take another RDO within the same pay period with advance supervisory approval. The change will be approved unless precluded by the work requirements of the Agency and provided that the change does not adversely affect the work schedule of another employee.

E. Credit Hours: Hours that an employee elects to work, with the supervisor's approval, in excess of the employees eighty (80) non-overtime work requirement under a FWS. The Agency will administer credit hours in accordance with 5 U.S.C., Subpart E, Chapter 61, and 5 CFR Part 610.

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1. Procedures:

a. Participating employees, including part-time employees, will be authorized to earn up to two (2) credit hours per day, provided that there is work available for the employee and it can be performed at the requested time(s). An employee may not earn more than twenty-four (24) credit hours during any biweekly pay period. A part-time employee may not earn more than thirteen and one-half (13.5) credit hours during any biweekly pay period. Credit hours may be earned and used in minimum increments of fifteen (15) minutes.

b. The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is twenty-four (24) hours. A part-time employee may not carry over more than one quarter of the hours in his or her basic biweekly work scheduled from pay period to pay period.

2. Request to Work Credit Hours:

a. Employees earn credit hours equivalent to hours approved and worked, e.g. one hour worked, one credit hour earned.

b. Credit hours must be approved in advance. Employees shall request and obtain management approval to work credit hours, using the "Work Schedule Request Form" (See Appendix __), normally no later than the preceding workday.

c. This request will be submitted to the immediate supervisor. In the supervisor's absence, the request will be submitted to the next level supervisor. The request will be documented as approved or denied by the supervisor as soon as possible on the same day submitted.

d. The above procedure does not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee.

e. An employee must have assigned work available to fill an expanded schedule. For the purpose of earning credits, "assigned work" is that which is necessary for the accomplishment of a particular job task in keeping with Agency priorities. An employee may not neglect or delay accomplishment of normal daily work in order to earn credit hours.

f. The use of earned credit hours may be requested at any time. However, the approval or denial of the use of earned credit hours will be on the same basis as with annual leave.

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g. If an employee separates from Federal employment, transfers to another agency, or is no longer eligible to work a FWS, they will be paid his or her balance of credit hours up to the maximum allowable carry over limit.

SECTION 11. AWS OPERATIONAL REQUIREMENTS: Employees who desire to work an AWS shall submit a "Work Schedule Request Form" (see Appendix_) to their supervisor at least two full pay periods prior to the effective date of the desired schedule. The Agency will, to the extent possible, accommodate requests, subject to operational requirements.

A. Approval: Supervisors are responsible for approving or disapproving in writing an employee's request for an A WS within two (2) full pay periods. The supervisor will take into account operational requirements in evaluating requests. Approved requests will include: (1) start and end times under flexible work schedules, (2) scheduling the work, (3) usage of credit hours, (4) the designation of the employee's RDOs, and will start at the beginning of the next full biweekly pay period.

B. AWS and Telework: The employee may only participate in one Alternative Work Schedule. Employees are eligible to simultaneously participate in A WS and be on a telework agreement.

C. Modifications: Employees' A WS schedules may temporarily be withdrawn or modified by the supervisor for a specified period of time of up to six (6) pay periods based on unanticipated workload. In such instances, supervisors will normally give employees one (1) pay period advance notice, unless precluded by operational requirements.

SECTION 12. MANAGEMENT OF A WS: The Agency has the authority to determine which positions may use an A WS. Exclusion or denial from participation will be based solely on either operational requirements or the Flexible and Compressed Work Schedules Act, 5 U.S.C. § 6131.

A. Negotiability: The Union will be notified of positions determined to be ineligible to work an AWS. These determinations will be bargained in accordance with the terms of the Mid-Term Bargaining Article of this CBA.

B. Requests: Each employee desiring to work under an A WS plan should submit a written request to his or her supervisor for a decision. The Agency will act upon these requests as soon as possible, but in no case later than one (1) full pay period after the request is made. Requests and responses shall be on the "Work Schedule Request Form" (See Appendix_).

C. Union Officials: In the performance of labor-management activities, employees who are AFGE representatives will be given the opportunity to work the A WS Plan and/or the Credit Hour Plan in accordance with the provisions of this Agreement.

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D. Delegation: The approval of a specific work schedule may be delegated to first-line supervisors. In management of A WS, supervisors will ensure that operational needs are met. After consideration of operational needs, any other conflicts in scheduling that result will be resolved in favor of the employee who has seniority by SCD.

E. Hardships: Hardship situations will be considered in scheduling A WS. Employees may request a change in their work schedule at any time due to hardship. The request must be in writing to their supervisor and describe the nature of the hardship in sufficient detail to allow management to act on the request. Such requests will normally be approved unless doing so would have an adverse impact on operational requirements. The change will be effective the next pay period, or sooner, upon approval by the supervisor.

F. Altered Tour: This Agreement does not preclude an employee from requesting an altered tour of duty or a change in their RDO for specific personal reasons. Supervisor approval is required for changes to RDO in an A WS.

G. Training/TOY: When necessary, a supervisor may adjust an AWS to a standard work schedule when the employee is on official training, travel, or another temporary work assignment.

H. Timekeeping: The recordings of absences are treated in accordance with the leave provisions of this contract. Employees working a compressed work schedule shall be charged leave in accordance with their assigned work schedule for the day of the absence.

SECTION 13: REVOCATION PROCEDURES: Employees who do not comply with A WS rules and provisions are subject to removal from participation in the A WS in the following manner:

A. Non-Compliance: Prior to removing an employee from participation in A WS for noncompliance, the appropriate supervisor will counsel the employee for the need to improve and or comply with all provisions. If the employee continues his or her non-compliance or fails to improve, the supervisor shall give the employee written notice that failure to show immediate and sustained improvement shall result in the employee's A WS privileges being revoked.

1. After such written notification, if the employee's non-compliance with A WS rules and provisions continues or does not improve, the Employer may remove the employee's AWS privileges for six (6) months. After the six (6) month period, the employee may return to the AWS, at the employee's election, unless he or she has continued to present time and leave problems.

2. Employees who are placed on a Performance Improvement Plan (PIP) under 5 U.S.C. Chapter 43 may be temporarily removed from AWS for the duration of the PIP in order to assist them in improving their performance.

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3. When considering the removal of an employee from an AWS based on performance, the Agency will identify in writing the specific connection between the schedule and the employee's performance.

B. Discipline: Revocation of AWS privileges, counseling or written notice to that effect, does not preclude the employer from initiating an appropriate disciplinary or performance action at anytime.

C. Grievance Rights: It is understood that removal from an AWS may be grieved in accordance with this Agreement. However, counseling or written warnings for non-compliance and possible removal from AWS cannot be grieved.

SECTION 14. CHANGES AND TERMINATIONS:

A. Duty to Bargain: Should the Agency at any time determine that an AWS, in either a Department or larger organizational unit, has had an adverse impact, as defined in 5 U.S.C. Section 6131 (a) through (c), i.e. a reduction in productivity, a threat to security or internal control procedures, a diminished level of service, or has resulted in an increase in operating costs, the Agency will notify the Union of its decision to modify or terminate such existing AWS. Such notice will include an explanation of the basis for the Agency concerns. The Union reserves the right to bargain over the proposed change as provided under the Federal Employees Flexible and Compressed Work Schedules Act. Nothing in this section shall be deemed to compromise the Union's statutory rights.

B. Denial: A supervisor who denies requested participation in AWS must notify the employee(s) in writing, including the reason for denial, utilizing the "Work Schedule Request Form" (Appendix _____ J. Denials of requests to work alternative work schedules will not be arbitrary or capricious. Denials may be grieved in accordance with the Negotiated Grievance Procedure of this CBA.

C. Temporary Suspension: Temporary suspension of A WS and or Credit Hours in all or part of an MTF may be made for up to thirty days by an MTF Director for an emergency or if necessary to fulfill operational requirements, subject to immediate partnership discussions or negotiations under the terms of the Mid-Term Bargaining Article of this CBA. Except in emergency situations, employees will be provided two weeks' notice of any such changes.

TELEWORK

SECTION 1. GENERAL: The Parties acknowledge that a vibrant telework program is consistent with and supports performance goals. Telework serves as a recruitment and retention tool, improves work life quality, and is an effective and efficient means for continuing government operations when employees cannot travel to their duty locations. Telework procedures for bargaining unit employees will be as set forth in the Telework Program Administrative Instruction, except as modified by the provisions set forth below.

A. Voluntary Nature: Employee participation in the telework program is voluntary. Telework can be temporarily, permanently suspended, restricted, or terminated by the participant, the supervisor, or other senior management, in accordance with the provisions of this Article and the terms and conditions of applicable telework agreements. Any suspension by management shall be for a specified period of time, with no new agreement required to resume telework. If telework is terminated by the supervisor, the employee may submit a new telework request after 180 days (see Section 7).

B. Training: The Agency will provide training to encourage the effective use of telework consistent with the Agency's mission. The goal will be to develop strategies that will assist supervisors and employees to eliminate barriers that limit the use of telework.

C. Maximize Use: Telework shall be authorized for the maximum number of positions to the extent that mission readiness is not jeopardized. To the broadest extent possible, telework should be made available to eligible employees on a regular and recurring basis.

SECTION 2 . DEFINITIONS:

A. Official Duty Station (ODS): the employee's official Agency worksite as reflected on the employee's Standard Form 50, Notification of Personnel Action.

B. Alternate Duty Location (ADL): A place away from the official duty station that has been approved for the performance of officially assigned duties. It may be an employee's home, a telework center, or other approved worksite including a facility established by state, local, or county governments or private sector organizations for use by teleworkers.

C. Government-furnished equipment (GFE): A tangible item that is functionally complete for its intended purpose, durable, non-expendable, and needed for job performance (includes laptop or desk top computer).

D. High Speed Internet Connection: A fiber optic, DSL, Wireless, Satellite, or cable modem Internet connection that is sufficient to complete the assigned tasks.

E. Non-Portable Work: Assignments that are not portable include those assignments that require face-to-face customer contact or the employee's physical presence at the ODS.

F. Personal Health Information (PHI): In accordance with DoD Regulation 6025.18-R (Reference [r]) and DoD Regulation 8580.02-R (Reference [s]), PHI is individually identifiable health information that is created, received, or maintained by a covered entity, that is transmitted or maintained by electronic or any other form or medium, except as otherwise contained in employment records.

G. Personal Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, including name, social security number, date and place of birth, mother's maiden name, biometric records, and any other personal information which is linked or linkable to a specified individual.

H. Portable Work: Work normally performed at the employee's ODS that can be effectively performed at the ADL. This work is part of the employee's regular work assignment or approved special work assignments.

I. Telework Agreement: A written agreement, completed and signed by an employee and their supervisor, that outlines the terms and conditions of the telework arrangement.

J. Telework: Any arrangement where eligible civilian employees perform officially assigned duties at an alternate duty location away from the principal worksite on either a regular or intermittent basis.

K. Unscheduled Telework: An arrangement where an employee on an approved telework agreement performs assigned official duties at home or other approved worksite when Government offices are closed due to an emergency event or open, but severe weather conditions or other circumstances disrupt commuting and compromise employee safety.

SECTION 3. POSITION ELIGIBILITY: Consistent with the Telework Program Administrative Instruction, position eligibility should be reviewed based on job function.

A. Negotiability: The Union will be notified of positions determined to be generally ineligible for teleworking. These determinations will be bargained, to the extent allowed by applicable law, and in accordance with the terms of the Mid-Term Bargaining Article of this CBA.

B. Suitable Positions for Telework: Positions whose characteristics, tasks and duties are generally suitable for telework include, but are not limited to the following:

1. Do not require the employees to have daily, in-person contact with coworkers, supervisory officials, customers, Administration officials, Congressional officials, or the general public in order to be effective;

2. For which operational requirements do not dictate employee physical presence at specific work locations;

3. That do not require routine access to classified information; unless required storage and equipment are readily available and the responsible security section has approved the telework arrangement in writing in advance;
4. Have sufficient work activities that are portable and are not dependent on the employee being at the traditional worksite;
5. Where work activities are conducive to remote supervisory oversight because of clear and measurable performance standards and results;
6. Where adequate technology for offsite work is available. Materials and information necessary to perform the duties of the position can be readily moved to and from the Federal worksite, consistent with data and systems security requirements, including Privacy Act protection requirements; and
7. Where necessary interaction with coworkers, subordinates, superiors, and customers can be maintained electronically or by telephone without adversely affecting coworkers, customer service or unit productivity.

C. Telework- Eligibility Consideration Process: When an employee's position is ineligible for telework, there may be circumstances or portions of employee's work (e.g., reading and analyzing documents, and preparing reports or other types of correspondence) that may be considered for telework on a situational/ad hoc basis. Supervisors are responsible for making these determinations on a case-by-case basis and must ensure that all appropriate safeguards are in place to protect PHVP/II/sensitive/classified material if such are involved in the telework. The employee may request reconsideration of a denial of telework eligibility from the Department Head and may have Union representation.

D. Employee Participation: Employees may request to participate in The Telework at any time by completing the Telework Agreement and a Self-Certification Safety Checklist. Upon approval of the supervisor, eligible employees may participate in telework on a voluntary basis. Employees may withdraw from the program at any time by notifying their immediate supervisor.

1. Supervisors and senior management are to assess individual performance characteristics and criteria when considering an employee for a telework arrangement.
2. A supervisor may defer approving a telework agreement for newly assigned or probationary employees for up to ninety (90) days to assess the employee's ability to work independently.
3. In order to be eligible, an employee must meet the following minimum eligibility criteria:
 - a. Is in compliance with Federal Government and Agency standards of conduct;

- b. Has demonstrated dependability and the ability to work independently~
 - c. Is able to prioritize work effectively and utilize good time management skills;
 - d. Has access and the ability to use the required teleworking equipment and services;
 - e. Be performing at a satisfactory level;
4. The following criteria will make an employee ineligible to participate in telework:
- a. Are under a performance improvement plan;
 - b. Has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties as provided in 5 U.S . C. 6502;
 - c. Has been officially disciplined for being absent without leave (AWOL) or disciplined within the preceding twelve (12) months for misconduct or has been issued a performance action which has a nexus to Telework;
 - d. Is on leave restriction;
 - e. Is excluded from participation by law, government-wide rule or regulation.

SECTION 4. OPERATIONAL REQUIREMENTS: Consistent with operational requirements, upon employee's request, the Agency will be flexible in approving telework participation.

A. Extent: Eligible employees may be authorized to telework on a regular basis, up to full-time, with the approval of their supervisors; employees must have sufficient portable work to support days requested to telework.

B. Full-Time Telework: An employee approved for full-time work at home will have his or her residence established as their ODS. The change in ODS will be treated as a voluntary work relocation assignment in accordance with this CBA. Pay, special salary rates, locality pay, and travel entitlements will be based on the ODS.

C. Required Telework Agreement: All employees are required to complete a written telework agreement, have it signed and approved by their supervisor, and complete mandatory telework training before being allowed to telework. Employees must comply with the terms and conditions of the telework agreement. When there is a change in supervision, the employee and supervisor must enter into a new agreement.

D. Equal Treatment: Management is responsible for supervising work in accordance with the Fair Labor Standards Act and the provisions of this CBA. Telework should be seamless as if working in the office; when practical and appropriate, employees may forward their office phones, and respond to phone calls and emails in a reasonable time. Teleworkers and nonteleworkers shall be treated the same for the purposes of:

1. Periodic Annual appraisals of job performance
2. Training, rewarding, reassigning, promoting/reducing in grade, retaining and removing
3. Work requirements
4. Other acts involving managerial discretion

E. Return to ODS: Management reserves the right to direct an employee to report to the official duty station or cancel their scheduled Telework day based on operational requirements.

1. Normally, the supervisor will notify the employee at least 24 hours in advance when requiring the employee to cancel his or her scheduled telework day.
2. Normally, the employee will be allowed to reschedule their canceled telework day during the same pay period.

F. AWS and Telework: Employees are eligible to simultaneously have alternate work schedules and be on a telework agreement. Subject to the supervisor's approval, consistent with organizational needs and Agency policy, an employee may be approved to telework the day before or after a regular day off.

G. Advanced Approval of Changes: An employee's request for a change to their telework agreement must be approved in advance by the supervisor prior to the date or pay period of the requested change.

H. Reasonable Accommodations: Telework is a valid option for Reasonable Accommodation for employees with disabilities and for employees who have temporary medical conditions. Accordingly, subject to supervisory discretion and approval, employees who are injured, recuperating or temporarily disabled may be permitted to telework provided they are capable of completing their work assignments (see Reasonable Accommodation Article).

I. Home Visits: Employees are responsible for maintaining a proper and safe working environment at their telework worksite. Other than for official business permitted by law or government-wide rule or regulation, managers and supervisors will not visit an employee's residence uninvited. For any such visits, management shall provide twenty-four (24) hours advance notice during the teleworker's regular core hours. Management will not inspect nonwork space in the ADL (residence).

J. Injury While Teleworking: Employees are covered under the Federal Employee Compensation Act (FECA) if injured while performing official duties during telework. The employee must immediately notify his or her supervisor of any accident or injury that occurs while on duty at his or her approved telework worksite.

K. Transportation Benefits: Employees are responsible for adjusting their transportation benefits to appropriately account for their telework schedule. Ordinarily, employees are not to receive transportation benefits for the days they telework.

L. Duty Time: Employees are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work.

M. Telework Evaluation: Upon the establishment of the Labor Management Forum, the parties may take up topics including the evaluation of the effectiveness, the marketing of the telework program and the goals and objectives for the telework program using Pre-Decisional Involvement (PDI).

N. Right to Grieve: The Negotiated Grievance Procedure Article within this CBA will serve as the exclusive process for resolving telework disputes or disputes regarding terminations of telework for bargaining unit employees.

SECTION 5. CATEGORIES: Eligible telework-ready employees may work under the following categories as defined:

1. *Full-time Work at Home*: An employee approved to work from home on a full-time basis, with no regularly scheduled days to report or work at an Agency facility (see Section 4B of this Article).

2. *Regular Telework*: An employee approved to telework on a regular, recurring scheduled basis, for any number of days all owed by law, government-wide rule or regulation, or Agency policy, as approved by the supervisor in the Telework Agreement.

3. *Ad hoc or Situational Telework*: the employee teleworks on an occasional or intermittent basis at an ADL. Telework may include an approved temporary project, on a case-by-case basis, or for personal emergency or for the purpose of meeting operational requirements, where the employee may work less than a full day at the AOL, and where there is no set schedule of regular telework.

SECTION 6. TELEWORK PROCEDURES:

A. Requests to Participate in Telework:

1. Employees will request to participate in the Telework program by submitting a Telework Agreement and a Self-Certification Safety Checklist.

2. The supervisor will respond to requests within ten (10) working days of the request for scheduled telework. If the employee's request is denied, the supervisor will state his or her business related reasons for the denial by annotating it on the Telework Agreement. The employee may request a meeting with the supervisor to discuss a modification to the original telework request, e.g. as to the number of days per week requested.

3. Prior to initiating telework, the supervisor and the employee shall work together to determine the appropriate telework schedule and finalize the agreement. The number of days for a regular telework schedule is subject to the availability of an appropriate amount of work that can be suitably performed at an ADL and office staffing requirements.

4. Employees and supervisors will discuss and document, as necessary, the job tasks/assignments that will be carried out or completed while teleworking.

5. An employee teleworking will complete assigned work according to the work procedures agreed upon by the employee and supervisor and according to the job elements and performance standards established in the employee's performance plan.

B. Annual Review: The supervisor may meet with the employee to conduct an annual review of the telework agreement, this does not preclude other reviews as necessary or requested. Barring a request to change by either the supervisor or the employee, approved agreements are presumed to roll over, unless there is a permanent change in supervision.

C. Office Closures: Employees who are "telework ready" and can perform assigned duties are required to telework during government/office closures as directed by the Agency. An employee who is not "telework ready" is able to take administrative leave and is not required to take annual or other unscheduled leave. If circumstances render an employee unable to be telework ready that day because of events outside of his or her control, the employee may be required to provide proof of the exigency at the request of the supervisor.

D. Early Dismissal/Late Opening: If there is an early dismissal or late opening at the ODS due to emergency circumstances, and the employee is working at their ADL, the employee is required to complete a full workday, unless the employee takes appropriate leave or is not telework ready.

E. Administrative Leave: When administrative leave is authorized for half-day work, (such as Christmas Eve), the telework employee may also take the administrative leave and not be required to work their full day.

F. Overtime: An employee may be permitted to work overtime in a telework duty status in accordance with the overtime provisions of this CBA.

G. Leave: Requests for leave on scheduled telework days will be handled in accordance with this CBA.

SECTION 7. RESTRICTION AND TERMINATION:

A. Grounds for Termination/Restriction: Telework arrangements may be terminated by either management or the employee if the telework arrangement no longer benefits the Agency or the employee's needs. Barring work performance or disciplinary actions which directly affect job performance, a supervisor's decision to terminate or restrict an employee's telework agreement will be based solely on operational work requirements. Termination or restriction shall be by written notice, except under emergency situations.

B. Performance and Conduct Related Terminations:

1. Supervisors are encouraged to counsel employees about specific problems, including a diminishment in performance, when considering the removal of an employee from the Telework Program, except in the case of egregious violations.

2. Upon request, the Agency will provide the employee and/ or his or her Union representative with documentation to support a decline in performance, productivity, or a pending disciplinary action which supports terminating telework.

3. When an employee's participation in the Telework Program is terminated, the employee will be notified, in writing, of the reason for termination and the effective date of the termination. Management will consider individual circumstances when considering the effective date of removal from the program.

D. Temporary Suspension: Employees will suspend telework during travel, temporary duty, training, and other work assignments outside their normal work environment. Employees on detail may telework with the approval of the detail supervisor and if work requirement permits.

E. Temporary Restriction: The Agency may temporarily restrict telework for a short period of time for a group or an individual in order to meet operational requirements. Barring an urgent operational requirement, the employees will be provided notice at least five (5) workdays in advance.

F. Loss of Eligibility: The employee's telework agreement may be terminated if he or she does not meet one or more of the eligibility criteria or the terms of the telework agreement.

SECTION 8. EQUIPMENT AND SUPPLIES:

A. Government Furnished Equipment: Based on funds, equipment availability, and operational requirements, GFE, including computers and other telecommunications equipment may be provided by the Agency for use by employees participating in the teleworking program. GFE is to be used only for official business.

1. Maintenance: The Agency is responsible for the maintenance, repair, and replacement of GFE. Employees are responsible for bringing the equipment into the office for maintenance.

2. Accountability: GFE will be signed out and returned in accordance with Agency policies and procedures. The employee must return all GFE and material to the Agency at the conclusion of the telework arrangements or upon request.

3. Reasonable Accommodation: As appropriate the Agency shall provide GFE in support of a requested and approved reasonable accommodation.

B. Supplies: Approved supplies normally will be procured through established office procedures

C. Personal Equipment: Employees are responsible for repair and maintenance of personally owned equipment and associated cost for telecommunications and internet services.

SECTION 9. COMPUTER AND INFORMATION SECURITY: Employees who telework are to follow all required security protections and policies as they pertain to the protection of information, equipment, information system resources, classified information, computer security, and the Privacy Act of 1974, 5 U.S.C. 552a and the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Section 164.

SECTION 10. TELEWORK FORMS: After the CBA has been in effect for one year, either Party may reopen this Article to bargain any and all aspects of the Telework Agreement Form or to propose additional forms related to telework. The written notice to reopen this Article must be provided no later than the second anniversary of the effective date of this CBA or the Article will remain in force.

SECTION 11. REPORTS

A. OPM: The Union shall be provided a copy of any annual status of telework report provided by the Agency to OPM within thirty (30) calendar days of issuance.

B. Ineligibility: Upon request, the Agency will identify all bargaining unit positions that are not eligible to participate in telework and provide the Union with justification for ineligibility.

C. ADL: The Agency will provide the Union a list of bargaining unit employees that are assigned to an alternate duty location on an annual basis.

TIME AND ATTENDANCE

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

SECTION 2. TIMECARD ENTRIES:

A. Employee Timecards:

1. Employees will complete their timecards in ATAAPS and shall certify their timecards prior to their supervisor certifying their timecard.
2. Employees shall submit all requests for leave to their immediate supervisor (or designee) via ATAAPS or, for employees who do not have computer access, a Request for Leave (OPM 71).

B. Changes after Timecard Submission: If an employee needs to change a previously submitted entry (i.e., leave was taken after timecard was submitted, and therefore was not recorded), the employee should notify the supervisor and then make the appropriate connection in ATAAPS.

SECTION 3. CERTIFICATION OF TIMECARDS: Certification of time and attendance records *is* required. Under most circumstances, this will be accomplished by the employee's immediate supervisor. When this is not feasible due to the supervisor's absence, someone functioning in a supervisory capacity that is aware of the attendance, and is properly designated as an alternate certifier will complete the certification. Employees may not certify their own timecards.

SECTION 4. SIGN-IN & OUT PROCEDURES:

1. Employees are required to sign in and out in the order of arrival using the agreed upon Sign-In & Sign-Out Form.
2. One form shall be utilized in each work area, per day and must be available and readily accessible to all employees during their required shifts. This form should be maintained in close proximity to the work site of the employee.

3. The sign in/out sheet will reflect:

a. printed name;

b. signature;

c. time of arrival;

d. work start time (time work actually began, even if late);

e. departure time; and

f. a column to capture any relevant remarks, as necessary. If the supervisor directs the employee to begin work earlier or work later than their scheduled shift, they shall make a comment in the remarks column and initial their remarks.

4. Employees' arrival and departure time shall be IA W their work schedules unless the employee is entitled to compensatory time or overtime in accordance with applicable procedures. The remarks column shall be utilized to provide justification for time worked in excess of scheduled hours.

5. Employees are not required to sign in/out for lunch. Flexible work schedule employees who flex their lunch period will sign out prior to departure for lunch and sign in on a new line upon return.

6. There shall be no electronic log of sign in and out. Should the Agency seek to modify the above procedures, or implement any form of electronic log in, it shall provide the Union with notice and an opportunity to bargain.

TARDINESS

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

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

C. **Supervisor Responsibility:** Immediate supervisors are responsible, on a case-by-case basis, for addressing the tardiness of employees who they supervise in a fair and equitable manner.

D. **Excusal:** Subject to supervisory discretion, tardiness may be handled in one of the following manners:

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

HOLIDAYS

SECTION 1. FEDERAL OBSERVED HOLIDAYS: The following days are treated as holidays for the purpose of pay and leave for Agency employees:

1. New Year's Day- January 1;
2. Martin Luther King's Birthday - 3rd Monday in January;
3. Washington's Birthday/Presidents' Day) - 3rd Monday in February;
4. Memorial Day - Last Monday in May;
5. Independence Day - July 4th;
6. Labor Day - 1st Monday in September;
7. Columbus Day - 2nd Monday in October;
8. Veterans Day - November 11th;
9. Thanksgiving Day - 4th Thursday in November;
10. Christmas Day - December 25th;
11. Inauguration Day - January 20th quadrennial;
12. Any other day designated as a holiday by Federal Statute or Executive Order.

SECTION 2. IN LIEU OF HOLIDAY OBSERVANCE: When a holiday falls on a non-work day, employees are entitled to an "in lieu of" off day IAW with Hours of Work Article (Section 9) of this CBA.

SECTION 3. RELIGIOUS OBSERVANCES: Employees who wish to attend or participate in the observance of the established religious holidays of their faith (e.g., Good Friday, Yom Kippur) may be granted annual leave in accordance with provisions set for in the Annual Leave Article.

A. Accommodation of Religious Beliefs: The Agency will make every effort to accommodate the practice of religious beliefs by individual employees as consistent with the needs of the Agency. Employees may request an adjustment of their work schedule IAW the Hours of Work Article (Section 8) of this CBA.

B. Compensatory Time: Employees who are required to be absent for some period of the workday because of religious observance or belief, may elect to work compensatory overtime as a substitute for time off, or take appropriate leave. The Agency shall grant compensatory time off to an employee requesting such time off, and shall in each instance afford the employee the opportunity to work compensatory overtime in order to repay the compensatory time off. A request may be disapproved, however, if the requested change in work schedule would interfere with the ability of an organization to efficiently accomplish its mission. In such circumstances, there is no obligation to approve requests for time off for religious observances. If no productive overtime for religious observances is available to be worked by the employee at such time as he or she may initially request such work, alternative times will be arranged by the Agency for the performance of the compensatory overtime work.

C. Leave Procedures: Where an employee is granted leave for religious observance, the employee may perform compensatory overtime work before or after the compensatory time off. Time off taken in advance must be repaid by an equal amount of compensatory overtime work within six (6) pay periods following the pay period in which the employee was absent; otherwise, the time off will be charged to annual leave or leave without pay, as appropriate. When compensatory overtime work is performed in advance, the time off for religious observance must be taken within six (6) pay periods of the pay period in which it was earned; otherwise, it will be forfeited.

D. Premium Pay Excluded: The premium pay provisions for overtime work do not apply to compensatory overtime work performed under this section.

SECTION 4. OTHER PROVISIONS:

A. Flexible Work Schedule Employees:

1. 9-Hour day: Holidays that fall on an employee's 9-hour day require the employee to use one hour of leave or an earned credit hour to account for the holiday period. To avoid charge to leave or an earned credit hour the employee will be permitted to either move their 8-hour day to the holiday or charge their day off to the holiday.

2. 10-Hour day: Holidays that fall on an employee's 10-hour day require the employee to use two hours of leave or two hours of earned credit hours to account for the holiday period.

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

1. Part-Time employees who are not scheduled to work on a legal public holiday will not be entitled to holiday pay.

2. If, due to an "in lieu of holiday for full-time employees, work is not available for a part-time employee, the following options shall be available:

- a. Administrative leave, if approved by the Agency, on a holiday-by-holiday basis;
- b. Annual leave, accrued compensatory time, leave without pay, or time off award;
- c. Rescheduling of hours within the same pay period to recapture hours otherwise lost;
- d. A combination of the above.

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

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

E. Holiday Related Absences: When a decision is made by Agency to grant excused absences Agency-wide before Federal holidays, e.g., at Christmas and New Year's, the Union and employees will be informed as soon as possible.

SECTION 5. Official Time Functions: Federal holidays will not impact the amount of official time allotted to Union officials. If a federal holiday occurs on a day normally designated for official time and the Union officer is in a duty status on that day, then an alternate day shall be arranged with the supervisor within the current or subsequent pay period. If the Union officer takes leave on a day designated for official time, no alternative day shall be arranged. [this section shall be moved to the official time article during the technical edit].

ANNUAL LEAVE

SECTION 1. Right to Annual Leave: Employees accrue and have a right to use annual leave in accordance with applicable laws and regulations.

SECTION 2. Planned Leave Procedures:

A. Application: Employees will apply in advance for approval of anticipated leave. Leave requests, approval or denial will be made electronically using AT AAPS, when available, or the written OPM-71. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.405.

B. Time Increments: Employees may utilize annual leave in 15 minute increments. Annual leave may not be charged in increments of less than 15 minutes.

C. Consecutive Weeks: Annual leave will be granted, subject to mission requirements, in a manner, which permits each employee who wishes to take at least two (2) consecutive weeks of annual leave each year. If workload permits, employees may request and supervisors may approve periods of annual leave that exceed two (2) consecutive weeks. If the request is denied, the reasons must be annotated on the ATAAPS/OPM-71. Upon denial, at the employee's request, the employee and supervisor will meet to discuss alternate dates when leave may be rescheduled. The times at which such rescheduled leave is used must be with concurrence of the employee and the Department.

D. Timeliness of Approval: Employees will be informed of whether their requests for leave have been approved in a timely manner:

1. For leave requests made to begin the following duty day, the response will be made as soon as possible, but no later than the end of the employee's work shift.

2. For leave requests made to begin less than seven (7) days in the future, the response will be provided no later than 24 hours before the start date.

3. For leave requests that begin more than seven (7) days in the future, the response will be made no later than seven (7) calendar days after the request.

E. Cancellations: The Agency retains the right to cancel previously approved leave requests when it is determined that that an employee's presence on duty is required *to* support mission requirements. Whenever an employee is detailed or administratively reassigned, including in between MTFs, all previously approved leave shall be honored. If there is a conflict of previously approved leave between the incoming/detailed employee and a similarly situated employee in the gaining organization, the conflict shall be resolved in favor of the incoming employee.

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

SECTION 3: PROJECTED LEA VE

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

B. Peak Periods: Employees will submit their projected annual leave plan for *June, July and August* by the first day of February of each leave year to identify employees' annual leave desires and to resolve conflicts among employees' annual leave plans. Employees will also submit their projected annual leave plan for the period *15 December to 15 January* by the first day of September of each leave year. Employees should notify management in a timely fashion if their leave plans change throughout the course of the year.

C. Approval: Supervisors will review the projected annual leave plans of each of their subordinate employees and inform each employee of their tentative decision regarding the projected leave plans. It is understood that the projected annual leave plan does not constitute final approval of annual leave, but supervisors will make reasonable efforts to accommodate employees' vacation desires consistent with workload and staffing needs.

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

1. When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved.

2. *Peak Period*: any conflict will be resolved to give preference to the employee who had not taken the same period of leave the previous year. Otherwise, such as where no employee had taken peak period leave the previous year, unresolved conflicts will be settled on the basis of seniority, as measured by Service Computation Date (SCD).

3. *Non-Peak Period*: any conflict will be resolved on a first-come, first-served basis. Otherwise, such as where requests are received the same day, approval will be settled on the basis of seniority, as measured by Service Computation Date (SCD).

SECTION 3: UNPLANNED LEA VE

A. Procedures: When emergencies or unforeseen circumstances arise requiring the use of annual leave that has not been approved in advance, the approval of annual leave cannot be presumed by the employee. If an employee is unable to report for duty and desires to request unscheduled leave.

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

1. *Non-Shift Employees* will request as soon as possible, but not later than one (1) hour before the beginning of the employee's scheduled tour of duty, unscheduled or emergency leave.

2. *Shift Employees* will request as soon as possible, but not later than one (1) hour prior to the beginning of their scheduled shift, unscheduled or emergency leave.

3. *Shift employees engaged in patient care* must request as soon as possible, but not later than two (2) hours prior to the start of their shift, unscheduled or emergency leave.

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

D. Denial: If the leave cannot be granted, the supervisor will notify the employee within two (2) hours of the employee's request that it cannot be granted, or upon the employees return to duty.

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

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

SECTION 4: ADVANCED ANNUAL LEAVE. Advanced annual leave shall be granted only in accordance with applicable regulations.

SECTION 5: ANNUAL LEAVE FOR UNION REPRESENTATIVES. An employee who is a steward or other Union official will be granted annual leave or Leave without Pay ("LWOP") to attend internal Union functions which are not covered by Official Time Article of this CBA. Normally, an advanced notice of 14 workdays will be required and will be approved subject to workload considerations.

SICK LEAVE

SECTION 1: ACCRUAL AND USE OF SICK LEAVE

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

B. Request for Sick Leave: Employees may utilize sick leave in 15-minute increments. The Agency and the Union recognize the importance of sick leave and the obligation of employees, as well as the advantage to employees, of only utilizing sick leave when incapacitated for duty for medical or other appropriate reasons. Employees will apply in advance for approval of anticipated leave. Leave requests, approvals or denials will be made electronically using ATAAPS, when available, or the written OPM-71. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner. If the employee complies with the Agency's notification and medical evidence/certification requirements, the Agency must grant sick leave.

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

1. Receive medical, dental, or optical examination or treatment;
2. Is incapacitated for the performance of their duties by physical or mental illness, injury, pregnancy, or childbirth;
3. Provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, optical examination or treatment; or
4. Provide care for a family member with a serious health condition;
5. Make arrangements necessitated by the death of a family member or attends the funeral of a family member;
6. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
7. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
8. When the employee is disabled and depends on an aid or device, e.g., wheel chair, seeing eye dog or prosthetic device, to perform his/her duties, and the employee is without that aid or device;

9. Leave is needed for occupational rehabilitation training or therapy;

10. Any other reason set forth in 5 CFR Part 630 and any applicable Executive Order, law or regulation.

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

SECTION 2: SCHEDULING

A. Planned Sick Leave: Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments as soon in advance as practicable and should request sick leave in advance for such appointments. Employees have the responsibility to notify their supervisor of their need for unplanned or unscheduled sick leave.

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

1. *Non-Shift Employees* will request as soon as possible, but not later than one (1) hour before the beginning of the employee's scheduled tour of duty, unscheduled sick leave.

2. *Shift Employees* will request as soon as possible, but not later than one (1) hour prior to the beginning of their scheduled shift.

3. *Shift employees engaged in patient care* must request as soon as possible, but not later than two (2) hours prior to the start of their shift,

SECTION 3: MEDICAL EVIDENCE

A. Self-Certification: For periods of up to three (3) consecutive days, the Agency shall normally consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence.

B. Requirement for Documentation: For an absence in excess of three (3) workdays, or for a lesser period when determined necessary, the agency may require a medical certificate or other acceptable evidence as to the reason for an absence for any of the purposes as described in 5 CFR 630.403(a). The supervisor must notify the employee if there is to be a requirement to provide medical documentation at the time of the sick leave request. The requirements for employees to provide administratively acceptable evidence to support sick leave absences to the Agency will be governed by applicable law and regulation. A supervisor 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. The Agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any absence in excess of three (3) days or for a lesser period when the Agency determines it is necessary, including but not limited to when an employee is under a leave restriction or if a supervisor has reason to believe the employee is abusing/misusing sick leave privileges.

C. Acceptable Documentation: At a minimum, medically acceptable documentation to support a sick leave absence must:

1. Be on letterhead or other official documentation acceptable to the Agency, and signed by an appropriate medical practitioner;
2. State when the employee was seen and whether or not the employee is incapacitated for duty;
3. Provide the date the employee is expected to return to duty.

D. Timelines: When medical documentation is requested, an employee must provide the administratively acceptable evidence or medical certification within 15 calendar days after the date the supervisor requests such certification, but no later than 30 days after the date the supervisor requests such documentation. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the supervisor, despite the employee's diligent, good faith efforts, the employee must provide the evidence of medical certification within a reasonable time under the circumstances involved. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. Employees will be carried in an absent without leave (AWOL) status until acceptable documentation is provided, after which the AWOL status will be converted to sick leave or other approved leave.

E. Chronic Medical Conditions: Employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the Agency may periodically require further medical certification to substantiate that the condition still exists.

SECTION 4: SICK LEAVE ABUSE

A. Suspected Abuse of Sick Leave: The Union and the Agency agree that sick leave abuse by employees, including excessive unscheduled absences, have a detrimental impact on the agency's mission. Employees that show a pattern of sick leave abuse may be issued a memorandum of leave restriction.

B. Leave Restriction: If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period, not to exceed six (6) months, unless supported by a doctor's certificate

C. Presenting Documentation: If there is reason to believe that an employee has abused sick leave, the supervisor can require the employee to provide medical documentation signed by the appropriate medical official for each and every day of absence of sick leave. The employee will be notified in advance of this requirement. Although not required, the parties agree that employees suspected of abusing sick leave should be counseled on their attendance related deficiencies at least once prior to being placed on leave restriction. Employees who have been given a leave restriction letter will be required to bring a medical certification for any and all sick leave absences thereafter.

SECTION 5: ADVANCED SICK LEAVE

A. Purpose: Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 240 hours. A maximum of 240 hours of sick leave for any purpose for which sick leave is authorized above may be advanced to an employee.

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

1. The employee is eligible to earn sick leave;
2. The employee's request does not exceed 240-hours (or for temporary employees, the amount of hours to be earned during the period of temporary employment);

3. There is no reason to believe the employee will not return to work after having used the leave, and the employee has sufficient funds in his or her retirement account or any other source of monies owed to the employee by the government to reimburse the Agency for the advance, should the employee not return to work;

4. The employee has provided acceptable medical documentation of the need for advanced sick leave; and

5. The employee is not subject to leave restriction.

C. Inter-Agency Transfers: When an employee who is indebted for advanced sick leave transfers to another Federal agency without a break in service, any negative sick leave balance shall be transferred to the employee's new agency.

D. Repayment: An employee who is indebted for advanced sick leave and separates from Federal service is required to refund the amount of advanced sick leave. However, if the employee dies, retires for disability, or is separated or resigns because of disability (as determined by the Agency), the requirement to repay does not apply.

E. Entry to Active Duty Service: An employee who enters active military service with a right to restoration will not be considered as having separated and will not be required to refund the amount of advanced sick leave when entering military service. The Agency will treat as confidential any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave.

F. Liquidation of Advanced Sick Leave: If an employee is a participant in the Agency's voluntary leave transfer program, advanced sick leave may be liquidated by substituting donated annual leave for sick leave that was advanced on or after the date of the medical emergency.

SECTION 6: PRIVACY

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

SECTION 7: SICK LEAVE FOR FAMILY PURPOSES

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

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

C. Domestic Partner: Employees are entitled to use of sick leave for the care of their same-sex domestic partners and the relatives of their same-sex domestic partners in accordance with 5 C.F.R. § 875.213.

OTHER LEAVE

SECTION 1: FAMILY MEDICAL LEAVE ACT

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

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

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

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

1. birth of a son or daughter and care of newborn (within one (1) year after birth);
2. care of spouse, son, daughter, or parent with a serious health condition;
3. placement of a son or daughter with employee for adoption or foster care (within one (1) year after placement); or
4. serious health condition of employee that makes employee unable to perform the essential duties of the employee's position.

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

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

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

SECTION 2 . EXCUSED ABSENCE:

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

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

C. Voting: The Agency has determined that, if it does not interfere with mission requirements, the employee will be authorized, upon request, an amount of excused absence that will permit him or her to report for work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off.

D. Donating Blood: The Agency has determined that, if it does not interfere with mission requirements, employees who donate blood to the Red Cross or other recognized Blood Banks, which the Agency sponsored, will be excused from duty upon request, for a period of not more than four (4) hours, including travel, and any necessary recovery time following the donation. The Agency has determined that, if it does not interfere with mission requirements, additional excused absence will be granted, upon request, to employees who donate of other blood products (such as platelets) through an Agency Hemophoresis Program, consistent with mission requirement.

E. Bone Marrow and Organ/Tissue Transplant:

1. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Employees may use up to seven (7) days of paid leave each calendar year to serve as a bone marrow donor. An employee may also use up to thirty (30) days of paid leave each calendar year to serve to serve as an organ/tissue donor.

2. The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials shall approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified as above in this section.

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

F. Workplace Closures: Whenever the workplace is closed or otherwise not operational due to a declared OPM emergency or pandemic situation, workplace circumstances, or inclement weather, non-emergency employees may be granted administrative leave for the duration of the closure (see Appendix Washington, DC, Area Dismissal and Closure Procedures).

1. Employees who are prevented from reporting to work due to the closure of all or part of a facility should be granted authorized absence in accordance with OPM guidance and/or government-wide regulations. The Agency will annually communicate these procedures to employees.

2. When hazardous conditions (e.g. extreme weather conditions, serious interruptions in public transportation, earthquake, and disasters such as flood, fire, or other natural phenomena) arise, the Agency will determine whether all or part of the Agency facilities should be closed or should be open as usual. If the Agency decides to close all or part of their facilities during periods the facilities would otherwise be open, the Agency will notify employees whether liberal leave or authorized absence will be granted.

3. The Union shall be informed by the appropriate Agency official at the time the facility declares hazardous weather/emergency conditions.

4. Facilities under emergency conditions should provide meals and accommodations for employees who are required to remain at the facility during non-duty time.

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

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

1. Supervisors may also excuse absences up to four hours for veterans, for the purpose of participating as active pallbearers or as members of firing squads or guards of honor, in funerals of active duty military not covered above or for such participation in funerals of veterans.

2. Upon request and workload permitting, annual leave/ leave without pay may be approved in conjunction with the administrative leave for the remainder of the workday.

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

SECTION 3: COURT LEA VE

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

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

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

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

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

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

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

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

SECTION 4: MILITARY LEAVE

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

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

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

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

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

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

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

1. 5 U.S.C. 6323(a). A Federal employee who is a member of the National Guard or Reserves is entitled to 15 days (120 hours) of paid military leave under 5 U.S.C. 6323(a) each fiscal year for active duty, active duty training, or inactive duty training. An employee on military leave under section 6323(a) receives his or her full civilian salary, as well as military pay. This leave accrues at the beginning of each fiscal year, and all Guard or Reserve members, including those on extended active duty, should be credited with 15 days of paid military leave on October 1 of each year. An agency may charge military leave under 6323 (a) only for hours the employee otherwise would have worked. An employee no longer "loses leave" on weekends and other non-workdays and will be paid his or her full civilian pay for all 120 hours.

2. 5 U.S.C. 6323(b). Employees who perform full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in section 101(a)(13) of title 10, United States Code, are entitled to 22 days of military leave under 5 U.S.C. 6323(6). Under this provision the employee is entitled to the greater of his military or civilian pay. Employees also are entitled to use any accrued or accumulated annual leave for periods of active military duty. Employees using annual leave will receive their full civilian pay, as well as compensation for their military service.

SECTION 5: LEAVE WITHOUT PAY

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

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

1. Medical Treatment for Disabled Veterans: Disabled veterans are entitled to LWOP for medical treatment, examinations, and absences from duty in connection with their disability after presenting an official statement from a medical authority that such treatment is required. An employee must give prior notice of the period during which the employee's absence for treatment will occur

2. Military Duty: Full time employees who are Military Reservists or National Guardsmen are entitled to L WOP for the time periods during which they are required to perform active duty or training if they have exhausted their military leave or are not entitled to military leave, in accordance with applicable laws and policy.

3. FMLA: Eligible employees are entitled to LWOP for certain family and medical needs covered by the FMLA.

4. Worker's Compensation: Employees are entitled to LWOP for the period during which they are receiving worker's compensation payments from the U.S. Department of Labor.

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

1. Upon request, the Agency may grant a one (1) year extension of LWOP status for this purpose. All requests for extensions must be requested thirty (30) days prior to expiration of the LWOP.

2. Employees on extended LWOP while serving as employee union representatives may arrange to make payment for retirement, Thrift Savings Plan (TSP), and health and life insurance benefits in accordance with applicable regulations.

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

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

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

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

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TEMPORARY, PART-TIME, AND PROBATIONARY EMPLOYEES

SECTION 1. GENERAL: This Article sets forth the different provisions applicable to temporary, part-time, and probationary employees for Title 5 and Title 38 employees. Temporary, part-time and probationary employees are also covered by the terms of other articles in this CBA to the extent consistent with applicable laws and regulations.

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

SECTION 3. PART-TIME EMPLOYEES:

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

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

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

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

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

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

F. Negotiability: If the Agency proposes to convert any encumbered full time positions to part-time, it will provide the Union with Notice in accordance with the "Bargaining During the Term of the Agreement" Article of this CBA.

G. Adjustments: An employee may request a temporary or permanent adjustment of an established part-time work schedule based on personal need or to permit participation in approved details, other assignment, or training, and the Agency will give full consideration to each such request. Duty hours for part-time employees will be established or changed by Standard Fonn-50.

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

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

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

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

SECTION 4. PROBATIONARY EMPLOYEES:

A. Qualifications: All probationary periods will be established in accordance with 5 CFR Parts 315.801 and 315.802, and any other applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved.

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

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

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

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

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

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

DIRECT DEPOSIT OF PAY

SECTION 1. TIMELY AND PROPER COMPENSATION:

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

B. Established Pay Day: The Agency will study establishing single pay day for all bargaining unit employees, with a goal towards adopting a single pay day if feasible.

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

D. Pay and Leave Statements: Employees will receive all of their payroll information electronically. In those situations where employees do not have access to a computer, or a computer in a central location, a printed pay and leave statement will be provided upon request. The Agency will ensure that Pay and Leave Statements are handled in a confidential manner.

SECTION 2. DIRECT DEPOSIT OF PAY:

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

B. Replacement of Missing Funds: If a bargaining unit employee fails to receive his or her owed pay on the established pay day, the Agency will initiate an investigation and pursue replacement of the missing funds. The employee must notify the supervisor of non-receipt as soon as the fact becomes known. Such notification should be followed up in writing by the employee.

C. Assistance with Financial Institutions: The Agency agrees to assist affected employees by verifying to the bank or other institution the amount of pay that is due and that the Agency is taking every step to replace the missing funds.

D. Emergency Payment: In situations where an employee, through no fault of the employee, has not received all or part of his or her salary for a given pay period(s) (salary underpayment), and waiting for the recertified salary payment would cause undue hardship, the Agency may, at the employee's request, authorize an emergency payment to the employee. Such authorizations and payments will be made in accordance with applicable law and regulation. The Agency will process and forward all requests for emergency payments to DFAS as expeditiously as possible, normally within one workday of receipt.

DUES WITHHOLDING

SECTION 1. DUES SUBJECT TO WITHHOLDINGS: Dues withholding from bargaining unit employees shall be administered in accordance with 5 U.S.C. Chapter 71, and this CBA.

A. **Definition:** The term "dues" includes regular and periodic dues, fees, and assessments of the Union as exclusive representative of the unit(s). The Agency shall honor the assignment and make allotments pursuant to the assignment. All regular and periodic dues allotments will be processed by the Parties in a timely manner.

B. **Voluntary Authorization:** Bargaining unit employees may authorize the payment of labor organization dues to the Union by voluntarily completing a Standard Form 1187 "Request for Payroll Deductions for Labor Organization Dues" or its equivalent. Such deductions will be discontinued only when the employee leaves the bargaining unit, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

C. **Privacy:** Information as to which employees elect to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

SECTION 2. ALLOTMENTS (PAYROLL DEDUCTIONS):

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

B. **Routing:** Completed allotment forms will be submitted to the Union President, Union Treasurer, or other authorized officer, who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the appropriate servicing office for processing. These officials will certify the form and include the amount of dues to be withheld.

C. **Effective Date:** Allotments will be effective at the beginning of the first complete pay period following the receipt of a properly completed Standard Form 1187 by the appropriate Payroll Office. The Union may contact the applicable Payroll Office for assistance in resolving discrepancies.

D. **Union Responsibility:** The Union agrees to inform the Agency, in writing, of the dues amount(s) or changes in the dues amount(s) as well as the names of the Union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments; and the name and address of the payee to whom the remittance should be made.

E. Withholding: When the employee's net earnings, after legal and other required deductions, are sufficient to cover the amount of the allotment in each pay period, the Agency agrees to withhold employee dues on the basis indicated on the form, as well as to process voluntary allotments of dues in accordance with this Article and in amounts certified by the Union. The employee is responsible for payment of dues to the union when net earnings, after legal and other required deductions, are not sufficient to cover the amount of the allotment in the pay period.

F. Responsible Servicing Office: The Agency will inform the Union as to the appropriate servicing Payroll Office for each MTF and other Agency facility, and shall make a remittance to the Union for amounts withheld on a biweekly basis. The remittance will be by electronic funds transfer for the balance of the dues withheld.

G. Remittance Report: The Agency will request DF AS to provide a listing to the Union each pay period which, to the extent permitted by law, identifies by name and employee number the amount of the allotment deduction for each employee in the unit, the date, the amount deducted, and an indication if it is a new allotment, and the anniversary date of the effective date of the dues withholding. Also included in the listing will be the identification of the Union, the total amount of the remittance, as well as names of employees for whom deductions previously authorized were not taken, with indication for reason, and the total number of members for whom dues are withheld, In the event that DF AS does not provide a listing, the Union will notify the Agency, who will contact DF AS to attempt resolution. If remittance is made directly to the AFGE National Office, a copy of the Union Dues Deduction Report will be provided to the Union (Local 1410) as well.

H. Continuance of Dues Deductions: The Agency will ensure that bargaining unit employees on dues withholding who are reassigned from one facility to another but remain in the bargaining unit will continue on dues withholding without interruption.

SECTION 5. ELIGIBILITY AND UNIT CLARIFICATION: Questions concerning whether an employee is in the bargaining unit and eligible for payroll deduction of union dues as a bargaining unit employee will be resolved through consultations between the Chief, LMER or designee and Union President or designee and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the employee's dues will continue to be withheld pending a decision on the petition .

SECTION 6. CHANGES IN DUES AMOUNT FOR BARGAINING UNIT EMPLOYEES:

At any time there is a change in dues structure, the Union will notify the Agency in writing of the amount of the change. The new amounts *will* be deducted starting the next pay period following receipt by the appropriate administrative office at least three workdays prior to the beginning of that pay period unless a later date is specified.

SECTION 7. REVOCATION FOR BARGAINING UNIT EMPLOYEES:

A. Anniversary Date: The Union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item 6 on the SF-1188. The entry will be initialed by the Union official, who will then deliver the form to the appropriate serving payroll office prior to the close of business of the Friday following the date entered in Item 6.

B. Cancellation Period: After the completion of a one year membership, Union members may revoke their authorization using SF-1188. The SF-1188 must be submitted to the Union no earlier than 30 days prior to the anniversary date and no later than 30 days after the anniversary date. The Union representative must certify the date of submission for the SF-1188 by dated signature or by some other appropriate date stamping device.

C. Receiving and Processing: If, through error of the Union, an SF-1188 is received in the appropriate serving payroll office later than the agreed-to date, the payroll office will process the form at the earliest possible time, but no later than the first pay period following receipt. Union representatives will be on official time while receiving and processing the SF-1188.

D. Untimely Submission: SF-1188 forms submitted outside the designated time period as indicated in Section B will not be accepted.

SECTION 8. AUTOMATIC DUES REVOCATION: Notwithstanding the above, dues deductions will terminate with the start of the first payroll period after which any of the following occurs:

1. Loss of exclusive recognition by the Union;
2. Separation of the employee for any reason;
3. Notice to the Agency from the Union that the employee has been suspended or expelled from the membership of the Union;
4. Transfer, reassignment, promotion, or demotion of an eligible member to a position excluded from the Union's recognition; or
5. Activation of an employee into active duty military status.

SECTION 9. CONTINUATION OF DUES FOR BARGAINING UNIT EMPLOYEES:

A. Temporary Details or Promotion: When an employee is detailed or temporarily promoted out of the bargaining unit, local union dues withholding will restart automatically when the employee returns to the bargaining unit. When an employee is detailed or by other personnel action placed in a bargaining unit position, the employee shall have all the rights of the bargaining unit, including the right of dues withholding.

B. Union Notification: Any time Agency officials request the appropriate administrative office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (e.g., promotion or reassignment), a copy of such request shall be provided to the local union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined above will be used.

SECTION 10. REINSTATEMENT OF SEPARATED EMPLOYEES:

A. Resumption of Dues: If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), or a court of competent authority, and the Agency is required to make the employee whole, dues withholding will be continued for that employee without submitting a new SF-1187, provided that the employee was a Union member at the time of their separation, and the employee does not object to resuming dues withholding. Dues withholding will resume with the effective date of the reinstatement only.

B. Retroactive Union Dues: The Agency agrees to withhold the union dues from a back pay award granted to an employee who was terminated and was on dues withholding at the time of a termination. The amount withheld from the back pay award will be calculated from the date of termination until the next anniversary date for dues withholding consistent with this Article, unless the employee agrees in writing to authorize the dues withholding for the full period of termination. This authorization must be received before payment of the back pay award to the employee. The Agency agrees to withhold union dues from a back pay award to an employee who was on dues withholding at the time of a suspension.

SECTION 11. COST: All payroll deductions and transmittals will be made at no cost to the employee or the Union.

OVERTIME FOR TITLE 5 EMPLOYEES

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

A. FLSA Exemption Status: All Bargaining Unit positions will be determined to be FLSA "exempt" or "non-exempt" at the time the position is classified. When classification actions are proposed that will result in a change to the FLSA determination, the proposed changes will be provided to the employees and the Union thirty (30) calendar days prior to the effective date.

B. Type of Overtime:

1. *Scheduled (Regular)*: Any overtime work scheduled in advance of the administrative work week as part of an employee's regularly scheduled work week. The employee shall be compensated for regular overtime worked in 15 minute increments, in accordance with the provisions of OPM regulations (ATAAPS Code "OS").

2. *Unscheduled (Irregular or Occasional)*: Overtime that was not scheduled in advance of the administrative work week and is made a part of an employee's scheduled work week. Unscheduled overtime is paid in the same manner as scheduled overtime work (ATAAPS Code "OU").

3. *Call - Back*: Any employee called back to perform unscheduled overtime work, either on a regular workday after the employee has completed his or her regular shift and left the Agency, or for a day outside of his basic work week, shall be paid a minimum of two (2) hours overtime pay (ATAAPS Code "OC").

SECTION 2. DISTRIBUTION OF OVERTIME: The Union recognizes that management has the right to assign overtime work. The Agency recognizes that unscheduled overtime is a problem for the employee as well as the Agency and will ensure fair and equitable assignments of overtime work. Overtime will not be distributed or withheld to reward or penalize employees.

A. Notice: The Agency agrees that for scheduled overtime, unless emergency situations preclude sufficient notice to its employees, employees who are required to work will be notified by their supervisor at least 24 hours before overtime work is required. In order to request to be excused from scheduled overtime, an employee must notify the supervisor of their potential unavailability for overtime assignments by the close of their shift on the day preceding the overtime. If notification is not given by this deadline, the employee will work as assigned. When an overtime assignment is excused at the request of an employee, after the deadline, for any reason, the supervisor may fill the void with any available employee, and the assigned employee will be moved to the bottom of the mandatory list.

B. Voluntary Basis: Where overtime work is available, it will be offered by the supervisor on a voluntary basis to qualified employees before he or she directs mandatory overtime.

C. Rosters: One roster for each job category will be maintained and labeled "voluntary overtime" (based on seniority) and another for each job category will be maintained and labeled "mandatory overtime" (based on inverse seniority). The Agency will first try to fill the need by asking for volunteers.

1. *Rotation*: Once an employee works an overtime assignment after being chosen from the roster, that employee's name will be placed at the bottom of the roster. Employees who have declined an offer of overtime (voluntary) work will remain in the same place on the roster pending the next offer. Once an employee accepts an overtime assignment they will move to the bottom of the roster upon completion of the overtime work.

2. *Absence*: Employees who are on leave, TDY, or otherwise unavailable for an overtime assignment will remain in the same place on the roster, pending their return to duty.

3. *Newly Assigned Employees*: Newly assigned employees will be placed on the appropriate roster at the bottom of the voluntary list and the top of the mandatory list. Employees that are detailed or temporarily assigned to a new unit will be placed on the roster in the same manner.

4. *Details anti Temporary Reassignments*: If an employee is detailed or otherwise temporarily assigned outside of his or her supervisor's work unit, the employee will remain at the current position on the roster during the duration of the detail or temporary assignment.

5. *Qualifications*: Supervisors may skip an employee on the roster when it is determined that the particular individual does not possess all the qualifications to perform the particular overtime assignment. In such cases, the employee retains his or her position on the roster for the next assignment.

D. Documentation : The supervisor will maintain a hard copy of the overtime rosters and shall be able to demonstrate that overtime assignments have been managed IAW this Article. Upon request, current rosters will be made available to all employees and subject to inspection by a Union representative.

E. Resetting of Rosters: Overtime rosters shall be reset according to the employees SCD date on January 1 of each year.

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

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

B. FLSA Exempt: Overtime pay for FLSA exempt employees is equal to one and one-half (1.5) times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the rate for a GS-I 0, Step 1, including any applicable special rate of pay or special pay adjustments, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:

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

SECTION 4. COMPENSATORY TIME IN LIEU OF OVERTIME PAY:

A. Election: Employee requests to work overtime shall be subject to supervisory approval. No employee shall be required to earn credit hours in lieu of earning overtime. Non-exempt employees shall not be required to accept compensatory time off in lieu of payment for any overtime work performed, whether at the employee's request or the supervisor's direction. This includes employees on alternate and regular work schedules. Employees may initiate written requests for compensatory time off or credit hours in lieu of overtime pay, which the Agency will consider and acknowledge.

B. Telework Employees: An employee's pay will not be negatively impacted solely by the employee's decision to telework. Overtime pay, premium pay, special salary rate, and other entitlements continue while the employee telecommutes as long as the employee remains eligible under Federal pay laws/authorities for overtime pay, premium pay, special salary rates, and other entitlements. Employees will be notified by the Agency prior to accepting telework of any consequences to their pay entitlements that will result from telework.

C. Usage: Compensatory time off earned must be used by the end of the 26th pay period after such time was earned.

D. Payment of Unused Compensatory Time:

1. FLSA Non-Exempt: Upon expiration of twenty-six (26) pay periods or upon separation of the employee from the Agency, the Agency will pay FLSA non-exempt employees for any unused compensatory time off earned in lieu of overtime pay to the employee's credit, at the overtime rate in effect when the compensatory time off was earned.

2. FLSA Exempt: FLSA exempt employees' earned compensatory time off will be forfeited if not used prior to the expiration of twenty-six (26) pay periods. However, if an employee is prevented from using compensatory time off due to an exigency of the Agency's business, the unused compensatory time off will be paid out at the overtime rate in effect when earned.

a. For FLSA exempt employees, whose rate of basic pay is above the rate for GS-10, Step 10, the Agency may at its discretion require the employee to receive compensatory time off in lieu of overtime pay for i..1Tegular or occasional overtime.

b. FLSA exempt employees whose rate of pay does not exceed the rate for GS- 10, Step 10, may request, in writing, to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such written requests will normally be granted, subject to mission requirements. If the employee does not make such a written request, or if the Agency does not approve that request, the employee is entitled to compensation in accordance with the overtime requirements.

SECTION 5. OTHER PROVISIONS:

A. Hold-over: Hold-over overtime assignments will first be offered to qualified employees currently on duty.

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

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

D. Exceptions: Employees who are on extended annual leave of five or more successive days, or who are on unscheduled sick leave on the day of the overtime assignment, shall not be paid overtime.

E . Training: Employees may be assigned to an overtime situation to obtain specialized training that ordinarily would not be otherwise available.

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

G. Religious Beliefs: When making overtime assignments, management shall consider sincere claims that his or her religious beliefs require that the employee abstain from work during certain periods of the workday or workweek, as provided in 5 C.F.R §550.1002, as a legitimate reason to decline. Employees who have declined to work overtime voluntarily for this reason shall be required to work overtime only if other qualified employees are unavailable.

SECTION 6. STANDBY DUTY AND ON-CALL:

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

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

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

TITLE 38 EMPLOYEES

SECTION 1. PURPOSE: Compensation flexibilities are established in Title 38 U.S.C. Chapter 74 to assist agencies to recruit and retain employees in certain health care occupations who perform direct patient care services, or services incident to direct patient care, who are otherwise covered by Title 5 U.S.C. Chapter 51. Per OPM delegation, the Agency is authorized the use of Title 38 Premium Pay to establish a competitive advantage to attract and keep candidates who will contribute to the success of the organization.

SECTION 2. MANAGEMENT RESPONSIBILITY: Supervisors and Managers will:

1. Follow all existing rules, regulations, policies, and procedures on assigning, and authorizing work that results in payment of premium pay.
2. Appropriately code and certify employee timecards *in* accordance with the Time and Attendance Article of this CBA.
3. Employee schedules will not be modified for the sole purpose of avoiding the payment of premium.

SECTION 3. ELIGIBILITY AND COVERAGE: Title 38 Premium Pay applies to all facilities within the National Capital Region Medical Directorate. The following twenty-five (25) occupational series are eligible for payment of Title 38 Premium Pay. Should Congressional action make any additional occupational series eligible for Title 38 Premium Pay, they shall also be covered under the terms of this Article.

1. GS-0180 Clinical Psychologist
2. GS-0185 Social Worker
3. GS-0603 Physician Assistant
4. GS-0610 Registered Nurse
5. GS-0620 Licensed Practical Nurse
6. GS-0630 Dietitian
7. GS-0631 Occupational Therapist
8. GS-0633 Physical Therapist
9. GS-0636 Rehabilitation Therapy Assistant
10. GS- 0642 Nuclear Medicine Technician
11. GS-0644 Medical Technician
12. GS-0647 Diagnostic Radiologic Technologist
13. GS-0648 Therapeutic Radiologic Technologist
14. GS-0649 Medical Instrument Technician
15. GS-0651 Respiratory Therapist

- 16. GS-0660 Pharmacist
- 17. GS-0661 Pharmacy Technician
- 18. GS-0665 Audiologist/Speech Pathologist
- 19. GS-0667 Prosthetist/Orthotist
- 20. GS-0669 Medical Records Administrator
- 21. GS-0675 Medical Records Technician
- 22. GS-0681 Dental Assistant
- 23. GS-0682 Dental Hygienist
- 24. GS-0683 Dental Laboratory Technician
- 25. GS-0858 Biomedical Engineer

SECTION 4. PROCEDURES: Any additional pay pursuant to this section shall not be considered as basic pay for the purposes of the following provisions of Title 5 (and any other provision of law relating to benefits based on basic pay): Subchapter VI of Chapter 55, Section 5595, and Chapters 81, 83, 84, and 87.

A. On-Call Pay:

1. When an employee is officially scheduled to be on-call outside such employee's regular hours, or on a holiday as defined in Holiday Article of this CBA, they shall be paid for each hour of such on-call duty at a rate equal to 15% of their basic rate of pay.

2. When required to return to work, the following shall apply:

a. On-call pay shall be suspended upon returning to the duty area and pay shall be converted to Overtime Pay (see Overtime Pay below);

b. Time spent at work shall be deemed at a minimum of two (2) hours for pay purposes;

c. The employee shall return to On-Call pay once released from duty.

B. Weekend Differential Pay: Employees performing service, any part of which is within the period commencing at midnight Friday and ending at midnight Sunday, shall receive additional pay for each hour of service at a rate to 25% of the employee's hourly rate of basic pay.

1. Work performed from 2400 Friday until 2400 Saturday is considered Saturday work.

2. Work performed from 2400 Saturday until 2400 Sunday is considered Sunday work.

C. Tour Differential (Night Duty) Pay: Employees performing service, any part of which is within the period beginning at 1800 and ending at 0600, shall receive additional pay for each hour of service at a rate equal to 10% of the employee's hourly rate of basic pay:

1. For the entire shift if at least four (4) hours fall between 1800 and 0600.
2. When less than four (4) hours fall between 1800 and 0600 the employee shall be paid the differential for each hour of service performed between those hours.
3. Just as for Title 5, Title 38 employees are entitled to night differential pay for a period of paid leave (annual or sick or comp time) but only for up to eight (8) hours in a pay period. Hours in excess of eight (8) hours are paid at the basic rate of pay.
4. When the employee is administratively excused from work for all or part of regularly scheduled tour because of a holiday or in lieu of holiday, the employee is entitled to any otherwise appropriate night differential pay.

D. Federal Holiday Pay: In accordance with performing service on a holiday as defined in the Holiday Article of this CBA, an employee shall receive additional pay for each hour of such service at the rate of twice the employee's hourly rate of basic pay. When required to work on a Federal Holiday, the following shall apply:

1. Holiday premium pay shall apply to the entire shift that begins on the holiday;
2. A basic (non-overtime) tour of duty that includes some, but not all, hours on a holiday is considered a holiday tour;
3. Any service required to be performed on a holiday shall be deemed to be a minimum of two (2) hours in duration;
4. Overtime performed on a holiday will be paid at the holiday rate.

E. Overtime Pay: A Title 38 employee shall receive overtime pay for each hour of such additional service when performing officially ordered or approved hours in excess of forty (40) hours in an administrative work week, or in excess of eight (8) hours in a day. The overtime rate shall be one and one-half (1 ½) times the employee's hourly rate of basic pay. For further clarification, see the Overtime Article of this CBA.

F. Compensatory Time: Compensatory time off in lieu of pay for service performed under the overtime provisions of Title 38 shall not be permitted, unless voluntarily requested by the employee in writing.

G. Multiple Entitlements: When an employee is entitled to two or more forms of additional pay for the same period of service under this section, the amounts of such additional pay shall be computed separately on the basis of the employee's hourly rate of basic pay, except that no overtime pay shall be payable for overtime service performed on a holiday designated by Federal Statute or Executive Order in addition to Federal holiday pay received for such service.

SECTION 5: IN-LIEU OF HOLIDAY: If the holiday falls on the employee scheduled day off, the preceding work day becomes their in lieu of holiday. Employees are generally excused from all of the non-overtime hours they would otherwise work on that day (see Holiday Article of this CBA).

SECTION 6: GRIEVABILITY: In the event an individual employee believes that they have not been provided a payment they are entitled to pursuant to Title 38, they may approach their supervisor or CHRC to resolve the matter. If still unresolved, the employee shall have the right to file a grievance in accordance with the Negotiated Grievance Procedure of this CBA.

CREDENTIALLED PROVIDERS

SECTION 1. GENERAL: Credentialed providers are employees who are required by regulation to maintain privileges in order to provide patient care. Those health care providers who are Physicians and Dentists in the bargaining unit have General Schedule position descriptions, are "exempt" for FLSA purposes (and therefore do not earn overtime or compensatory time), and all Title 5, U.S.C. regulations apply to them. Other bargaining unit health care providers are employed under Title 38, not Title 5.

SECTION 2. PHYSICIAN AND DENTIST PAY PLAN: For pay purposes, Physicians and Dentists fall under the Physicians and Dentists Pay Plan (PDPP), which blends the authorities of Title 5 and Title 38 to provide the Department of Defense (DoD) with a viable compensation system designed to enhance its recruitment and retention of highly qualified medical professionals. Pay for physicians who are bargaining unit employees is governed by Title 38, Department of Defense Instruction DoDI 1400.25, and the requirements imposed by the Health Professions Civilian Compensation Standing Committee (HPCCSC).

A. Annual Pay: The sum of base pay and market pay equals the employee's annual pay.

B. Base Pay: The base pay component of the PDPP is based on provisions in Title 5, United States Code (U.S.C.) Base pay excludes locality-based comparability pay or a special salary supplement and is set at the appropriate GS grade and step IA W DoDI 1400.25, Volume 543.

C. Market Pay: Physicians and Dentists are also eligible for market pay, which is a supplement to their basic pay. The market pay component is based on provisions of Title 38, U.S.C. The Department of Defense Market Pay is based on the pay table and tier structure established by the Secretary of the Department of Veterans Affairs (VA) and published in Volume 74, Number 151, Federal Register [Reference (h), or in any published VA update superseding Reference (h)] to the extent appropriate.

1. Physicians and Dentists are assigned to a table based on their specialty and a tier based on the scope of their responsibilities. Providers who work at multiple facilities will be considered for the highest tier for which they provide services in the National Capital Region, e.g., a provider at DTHC who teaches at WRNMMC should be considered for a higher market pay.

2. Should the applicable requirements for PDPP be changed by HPCCSC, the Agency will provide the Union with notice and an opportunity to bargain prior to implementation in accordance with applicable law and the Mid-Term Bargaining Article of this CBA.

3. If the VA increases the minimum pay for a tier, then a bargaining unit Physician or Dentist whose total annual salary is set at the minimum of the tier will receive a market pay increase to reflect that change.

4. A Physician or Dentist will also receive a permanent market pay increase to at least the minimum of a pay range if he or she is reassigned or promoted, on a permanent or temporary basis, to a table/tier with a higher minimum pay amount than his or her current salary.

5. A non-voluntary Management Directed Reassignment shall not result in a loss of Market Pay.

D. Recruitment, Relocation, and Retention: Physicians and Dentists under the PDPP may be eligible for recruitment, relocation, retention incentives. Basic Title 5 rules apply to these incentives, the percentages for which are based on annual pay (not base pay). In some cases, annual pay plus one or more of these incentives may cause compensation to exceed the tier maximum. Only annual pay counts for retirement and all other benefits.

E. Performance Awards: Physicians and Dentists are eligible for performance awards under the provisions of this CBA.

F. Biennial Review: The Parties recognize that primary discretion over PDPP rests with the HPCCSC. The PDPP biennial review shall be conducted in accordance with applicable law, DODI 1400.25 and guidelines issued by the HPCCSC.

1. The Agency agrees to administer PDPP to recruit and retain high qualify employees in order to be competitive in the local market, and to establish a set schedule for the biennial review by specialty which shall be provided to the Union every January. Upon request the Agency will meet with the Union to discuss the requirements for the biennial review and the application of the HPCCSC guidelines, and including any change in the percentile used to set market pay for the average salary range for a given specialty in the NCR geographic region.

2. The Agency agrees to provide the Union with the data and other information prepared for the analysis of the biennial review which relates to bargaining unit employees. Any data concerning bargaining unit Physicians and Dentists obtained by the Agency for general distribution or posted on websites will also be made available to the Union.

3. Employees shall be notified in writing at least fifteen (15) days prior to their biennial or other review. Upon request, employees have the light to meet with the appropriate official and to submit their resume and pertinent information for due consideration by that official in completing the Pay Setting Worksheet (PSW) that will be submitted to the Activity Compensation Panel (ACP).

G. Agency Input to the HPCCSC: Communication between the Agency and the HPCCSC will be handled in the following manner:

1. If the Committee solicits comments from the Agency, the Agency will meet with the Union to receive input prior to responding.

2. If the Agency chooses to request a clarification or modification of PDPP requirements from the Committee, the Parties will meet, upon request, prior to such submissions.

3. If the Union wishes to submit clarification or proposed modifications to the Committee, the Parties will meet. Upon Agency concurrence, these suggestions will be forwarded to the Committee.

H. Drivability: Employees who wish to challenge the application of the PDPP requirements to their salary following any action of the ACP may file a grievance in accordance with applicable law and the Negotiated Grievance Procedure Article of this CBA. An arbitrator's jurisdiction shall be limited to matters within the Agency's discretion.

SECTION 3. PROVIDER AUTONOMY AND ACCOUNTABILITY:

A. Scope of Work: If management chooses to assign duties to providers other than direct patient care, e.g. telephone consults, relay health messaging, and hospital related meetings, appropriate duty time will be allowed for those duties.

B. Self-Assessment: Providers shall assess their own learning needs and choose educational activities that meet their needs. Self-Assessments may be used by supervisors to identify areas for possible improvement (i.e. educational opportunities, mentorship, practice needs, etc.).

C. Responsibility for Medical Practices: Health Care Providers are responsible for rendering quality patient care in accordance with established guidelines. These guidelines may be superseded in situations where evidence-based medicine or current practice standards dictate deviation from these guidelines. To ensure quality patient care, no physician or dentist shall be required to practice in a manner which is contrary to established standards of care.

D. Information Regarding Complaints and Compliments: A provider will have the opportunity to review and address any compliments or complaints related to their own efforts. The provider shall be advised of any action on the complaint.

E. Administrative Duties: Provider failure to complete administrative actions related to patient care (i.e., the timely completion of charts) may lead to a Focused Professional Performance Evaluation (FPPE) after which a professional or credentialing action may be initiated.

F. Disruptive Behavior: Supervisors will use the current The Joint Commission (TJC) definition in any finding of disruptive behavior, which may lead to a plan for remediation and in egregious cases may be the cause of a professional or credentialing action.

G. Access to Data: Each provider and his or her representative, if any, shall have full access to their own Provider Credentials File (PCF) and Provider Activity File (PAF). Any data included in the PAF that may be required for transfer, due to ongoing issues, to the PCF and is greater than 2 years old from the last occurrence shall be removed and destroyed according to normal procedures. The provider will be given the opportunity to keep any productivity and computer-generated data prior to its destruction. Data determined to be either erroneous or inaccurate will be removed from the PAF.

SECTION 4. PEER REVIEW: Peer Review will be conducted in accordance with JTF CAPMED-M 6025.01, with prior notice to the provider. If the Agency changes or updates JTF CAPMED-M 6025.01, the Union shall be provided notice and given the opportunity to bargain.

A. Types of Peer Review:

1. Routine Peer Review: The Agency shall continue the process of analyzing outcomes of chart reviews to identify any trend(s) and/or charting deficiencies. The review shall be based on random selection of charts and rotation of reviewers, within that specialty if possible. This review of day-to-day performance typically focuses on medical records' content and direct observation of performance and is integral to the PI and competency assessment processes. The provider subject to routine review shall be provided with a copy of all performance assessments upon request.

2. Ongoing Professional Practice Evaluation (OPPE): This is accomplished at nine and eighteen months during the credentialing cycle for all privileged providers as part of the privilege reappraisal/privilege renewal processes may include both quantitative and qualitative data, and is documented in the Provider Activity File (PAF), which shall be made accessible to the provider.

B. Concerns Identified During the Periodic and Routine Review: When questions of clinical competency arise either by random or periodic review, the supervisor shall consider and address mitigating factors such as staffing, allotted time, resources, rest time, provider health, and documentation/coding issues, if raised by the provider. This shall occur prior to institution of the formal peer review process as outlined below. Non-clinical issues will be handled in accordance with the Adverse and Disciplinary Actions Article of this CBA.

C. Range of Decisions: In taking action regarding a patient care matter, the supervisor may consider whether the event should be accorded a low priority on a standardized Patient Safety severity assessment (such as the AHRQ Harm Scale) and may decide to take no action other than tracking, trending and subsequent aggregate review analysis of the adverse event.

D. Indirect and Direct Supervision: In response to an incident, prior to any peer review process, the supervisor may take other actions, including electing to implement a direct level of supervision, which may include indirect supervision, direct supervision (including verbal direct supervision), and physically present direct supervision.

SECTION 5. ACTIONS AGAINST PRIVILEGES: Evidence of deficits in medical knowledge, expertise, or judgment (competence); unprofessional, unethical, or criminal conduct (serious misdemeanor or felony) (conduct); or mental health disorders or alcohol/drug impairment (condition) that reduce or prevent a provider from safely executing his or her responsibilities in providing healthcare may result in action taken against a provider's privileges (professional's scope of practice). Actions can be taken by the MTF Director based on performance, suspected or deemed not to be in the best interest of quality patient care.

A. Abeyance or Suspension During an Investigation: Clinical privileges/practice may be placed in abeyance or on summary suspension while a thorough and impartial investigation is conducted. This fact-finding period allows time to gather and carefully evaluate additional information regarding the situation prior to initiation of a definitive privileging/practice action.

B. Formal Peer Review: Peer review in the context of an adverse privileging/practice action is a sequential formal process to assess the quality of care delivered by a provider. This review could involve fact finding, study, and analysis of a single incident that resulted in significant harm to a patient, or a series of events involving a professional's performance or conduct in the context of a possible adverse privileging/practice action. The purpose of this review is to examine information obtained from the structured, unbiased investigation/inquiry and any other relevant materials.

1. Timing: Ideally, the peer review should be conducted as soon as possible after identification of the incident, circumstance, or behavior for which a peer review is warranted.

2. Notification: The Provider will be notified at the conclusion of each stage of the results and the next step. The Provider undergoing Peer Review is entitled to due process, which includes the right to submit information at any stage in the process, with the assistance of a personal or Union representative if, they so choose. The period for review (look back) shall ordinarily be no more than two years.

3. Conduct of Review: The initial review, either prior to or because of a suspension or abeyance, shall be conducted only by a disinterested investigator who is a peer, i.e. one from the same professional discipline/specialty as the individual undergoing review and shall be non-adversarial, conducted in a collegial climate, and be focused on obtaining all relevant information about the situation. Findings conducted by the reviewing investigator must be presented to a credentialing committee constituted IAW JTF CAPMED-M 6025.01. The Committee will make recommendations to the Director on the appropriate privileging action per this Section SC.

4. Notification of Formal Peer Review: If the credentialing committee recommends a formal action against a provider, and the Director concurs, the provider will be notified that a Formal Peer Review Panel will be convened.

5. Peer Review Panel: If at the completion of the Review Panel, formal action is taken against a provider's privileges, the provider will be given notice of fifteen (15) calendar days to make a written request for a Formal Hearing as outlined in JTF CAPMED-M 6025.01. In order to ensure the right to appeal, the provider must request and attend a formal hearing. Absent a hearing, the recommendation of the panel will result in the institution of the privileging action notification of the appropriate agencies.

6. Appeal: Following a formal hearing, the provider may appeal the decision as outlined in JTF Manual 6025.01.

C. Restoration of Privileges and/or Remediation: Privileges may be restored at any time during the peer review process and/or a plan for remediation instituted if indicated.

D. Adverse Actions: Types of actions against provider privileges include denying, suspending, restricting, reducing, and revoking clinical privileges/practice. Revocation of clinical privileges may result in termination of employment. Appropriate adverse privileging/practice actions may be recommended by the credentials committee to the MTF Director.

SECTION 6. PROBATIONARY EMPLOYEES: Credentialed Providers who are probationary employees may be terminated for non-disciplinary reasons only after a Summary Board Review is conducted. The employee will be given a fifteen (15) day notice, except that the notice period may be shortened if necessary to effect the separation before completion of the probationary period. The employee, on request, will be furnished a copy of the summary report of the Professional Standards Board proceedings, along with a transcript of any verbatim recording.

SECTION 7. PHYSICIAN WELLNESS PROGRAM: The Agency shall establish a Physician Wellness Program on a strictly voluntary basis. Management of the Physician Wellness Program will be in accordance with the Sections 4-7 of the EAP Article of this CBA. A provider may self-report and ask to participate in the Program. The decision to participate in the Physician Wellness Program shall not be used to either advantage or disadvantage a provider in regard to work assignments, performance appraisal, or in any other way. Strict confidentiality shall be maintained in all aspects of the Physician Wellness Program, including of the participating provider's peers in any monitoring or assessment of participation.

SECTION 8. UNION REPRESENTATION: The right to Union representation (i.e., Weingarten) will apply in peer review cases. There is a right to Union representation for Focused Professional Practice Evaluations (FPPE) but only where adverse action may be contemplated. The provider may make a written response or submission at any phase of any peer review process, and may have a personal or Union representative present, who shall be entitled to speak for the record at all phases of peer review (except for deliberations of a Panel).

SECTION 9. COMMITTEES AND FORUMS:

A. Provider LM Forum: Using the Labor Management Forum process, the Parties agree to establish a Joint Labor Management Providers Forum at the NCR-MD level.

B. Executive Committee of the Medical Staff (ECOMS): Prior to the bi-annual staff meeting, bargaining unit employees will be provided notice of any vacancies on ECO MS for the two medical provider or two licensed independent provider positions elected by the medical staff. Such notice shall be provided concurrently to the Union. If no bargaining unit medical providers are elected to any ECOMS position, the Union will be entitled to appoint at least two observers to the ECO MS who shall be from among the medical staff. The observers (if any) shall be on duty time when participating in ECOMS activities.

OFFICIAL PERSONNEL RECORDS

SECTION 1. OFFICIAL RECORDS AND FILES: All Employee records shall be maintained in accordance with applicable laws and regulations, including The Privacy Act of 1974, 5 U.S. C. § 552a. *et. seq.* The official files of all personnel, including employee performance documentation, will be managed by the Civilian Human Resources Center (CHRC). The Agency will maintain employees' Electronic Official Personnel Folders (e-OPFs) in accordance 5 C.F.R. Part 293 and other applicable OPM laws and regulations.

Employees will be allowed to have placed in their OPF official documents which pursuant to OPM regulations may retained in the OPF.

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

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

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

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

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

SECTION 4. SUPERVISOR'S EMPLOYEE WORK RECORDS:

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

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

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

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

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

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

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

B. Expungement: Personnel records/files/notes that do not have legal or regulatory requirements to be maintained beyond their expiration date shall be considered expunged from the record. If any outdated or unauthorized material is accidentally left in a file, it may not be used to support any personnel action detrimental to the employee.

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

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

POSITION DESCRIPTION AND CLASSIFICATION

SECTION 1: POSITION DESCRIPTIONS

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

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

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

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

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

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

G. Communication to OPM: Upon request, the Agency will provide the Union with copies of all Agency guidance provided to OPM in connection with any classification standards and will consider the Union's oral or written views concerning occupational classification standards when making recommendations to the Office of Personnel Management and will notify the Union of outcomes.

SECTION 2: DESK AUDITS

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

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

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

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

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

SECTION 3: NEW CLASSIFICATIONS

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

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

SECTION 4: DOWNGRADES

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

B. Written Notice: An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice from the Agency. This notice will be issued to affected employees no later than fourteen (14) work days after the final decision has been provided to the manager. The notice will explain:

1. The reasons for the reclassification action; and
2. The employee's right to appeal the classification decision; and
3. The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 C.F.R. § 511. 703; and
4. Any other appeal or grievance rights available under applicable law, rule, regulation, or this CBA; and
5. The effective date of the action.

C. Priority Consideration due to Reclassification Downgrades:

1. Employees who have been downgraded as a result of a classification action are entitled to all rights and procedures afforded as required by OPM regulations and the DoD Priority Placement Program.
2. Upon request, if a bargaining unit employee with priority consideration is not selected, the selecting official will provide feedback to the employee in writing for non-selection.

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

PERFORMANCE MANAGEMENT

SECTION 1. OVERVIEW: This Article governs the administration of the National Capital Region Medical Directorate (NCR-MD) performance appraisal system for all employees within the bargaining unit. The system shall be used to appraise the employees' performance of assigned duties and responsibilities in accordance with applicable laws and regulations. The resulting performance appraisals shall be used by the Agency as a basis for training, rewarding, reassigning, promoting, reducing in grade, and removing employees when such action is warranted. Government-wide regulations and the Agency's implementing regulation are applicable to employees in the bargaining unit, except where provisions of the system are in conflict with this Article. In such cases, the Parties agree that this Article is controlling.

SECTION 2. DEFINITIONS: All terms used herein will be defined as set forth in 5 CFR. Part 43 *et. seq.*

SECTION 3. PURPOSE: The employee performance management system and its application will be fair, equitable, reasonable and related to the employee's position description.

A. Inclusions: This system will be a positive building block in the foundation of a relationship based on shared interests and mutual objectives. The assessment system will emphasize:

1. Overall employee contributions;
2. Employee development;
3. The supervisor's role as team leader and coach;
4. Recognition of special skills and contributions in addition to regular job duties;
5. Support of team endeavors;
6. Expectations or requirements that are realistic and attainable by an employee working under normal conditions;
7. Each employee's performance will be judged solely against his or her performance standards with no prescribed distribution of levels of ratings for employees covered by this CBA.

B. Exclusions: Per the Agency policy, the assessment system will not:

1. Be used as a disciplinary tool;
2. Foster individual competition;

3. Be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards;
4. Be punitive, adversarial or overly labor-intensive;
5. Apply absolute performance standards except where they are crucial to the mission.

SECTION 4: RESPONSIBILITIES:

A. Agency Responsibilities: Agency Officials shall be responsible for:

1. Providing supervision and feedback to employees on an ongoing basis with the goal of improving employee performance.
2. Nominating deserving employees for performance awards.

B. Employee Responsibilities: Employees are responsible for:

1. Performing duties outlined in his or her position description and performance elements.
2. Promptly notifying supervisors about factors that interfere with his or her ability to perform his or her duties at the level of performance required by his or her performance elements.

SECTION 5. CRITICAL ELEMENTS: Critical elements are those work assignments or responsibilities of such importance that unacceptable performance on one or any parts of the element would result in a determination that the employee's overall performance is unacceptable.

A. Accuracy: The supervisor, or other appropriate management official, shall review the critical elements for completeness and accuracy of the duties assigned to the employee. The critical elements to be used for performance appraisals will be directly related to the employee's assigned Position Description (PD). These shall be communicated to the employee at the beginning of the rating period or whenever elements or expectations change.

B. Consistency: To the maximum extent feasible, the critical elements will be consistent for standard or like positions within the same facility. Variations from these critical elements will be based on real differences in the job.

C. Negotiability: The Union will be provided copies of critical job elements and standards that are new, revised or deleted where changes in standards impact a significant number of employees and are not *de minimis*. In these cases the agency agrees to provide the Union the opportunity to bargain as per the Mid-Term Bargaining Article of this CBA.

D. Deletions: If deletions are made for any reason in job elements, performance standards, or the aspects that make up the job elements during the rating period, the Union will be afforded an opportunity to bargain before the deletion is effective if requested by the employee.

SECTION 6. PERFORMANCE STANDARDS: Under the current state of the law, the Federal Labor Relations Authority (FLRA) has determined that the substance of performance standards and critical elements are not negotiable. However, the Agency has currently established the following guidelines for performance standards, to the maximum extent possible:

1. Performance standards may include, but are not limited to, criteria such as quantity, quality and timeliness. A performance standard will, to the maximum extent feasible, permit the accurate evaluation of performance on the basis of objective criteria related to the job in question for each employee or position under the system.
2. A written performance standard will indicate the performance level which will meet or satisfy the requirements at the "Achieved" level for an element.
3. Upon request, supervisors will inform employees of what is expected in order to exceed a standard.
4. Be consistent with duties and responsibilities contained in an employee's position description (PD). This requirement shall not be interpreted to interfere with management's right to assign work.
5. Where a performance plan is inconsistent with a PD because of an inaccurate reflection of current duties, the PD or the performance plan will be revised.
6. Based on objective, reasonable, and measurable criteria, and provide a clear means of assessing whether objectives have been met.
7. Consistent for standard or like positions. Variations from these performance standards will be based on real differences in the job.
8. Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements.
9. *Percentage Error Rate*: When quality is expressed in a standard as a percentage error rate or percentage error-free rate, a supervisor is encouraged to use valid statistical methods to determine that rate.
10. *Numerical Error Rate*: When quality is expressed in a standard in terms of a number of allowable errors, the sample size shall be the same for each employee performing like duties and working under the same position description. If a larger or smaller sample size is reviewed for an employee, the data should be normalized for interpretation.

SECTION 7. PERFORMANCE PLANS:

A. Rating Period: The period for which an employee may be rated will begin when the supervisor gives the employee the approved written elements and related performance standards (with the signatures of both the rating official and the reviewing official) for his or her position.

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

1. At the beginning of every rating period, or within the first two (2) weeks of employment for new employees.
2. Whenever a new or modified performance plan is issued.
3. A change of supervisor of record.
4. Details of 90 days or more
5. Reassignment and/or relocation
6. When an employee returns from an extended absence (medical/ non-medical) of 90 days or more.
7. If there is a change in work process or component, related to the position, that affects how a standard is evaluated

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

1. The rating official will meet in person with the employee to present the proposed performance plan.
2. During this oral discussion the rating official will explain, clarify and communicate the employee's job responsibilities to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and performance plan, the levels of performance necessary to obtain each summary rating to meet or exceed a given critical or other element and their relationship to the Agency's mission.

D. Employee Feedback: The employee will be given five (5) work days to review the proposed plan and submit any recommended changes, deletions or additions, as well as justification for the recommendations.

E. Meeting: The rating official will again meet with the employee within five (5) work days to present the employee's performance plan. During this meeting the employee shall have Union representation when requested. At this time the rating official will explain the reasons why, if any of the employee's recommendations were not incorporated.

F. New and Revised Elements: The supervisor designated by the Agency will discuss the proposed new or revised elements, standards, and the Acceptable level of performance with the employee. The supervisor designated by the Agency will assure that the employee has a copy of the current position description, and the standards and elements.

G. Inconsistency: Where a performance plan is inconsistent with a PD because of inaccuracy, the PD will be revised to reflect current duties.

SECTION 8. INFORMAL AND FORMAL DISCUSSIONS: Informal discussions are a standard part of supervision and should occur throughout the annual assessment period.

A. Initiation: Informal discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. If requested by the employee the meeting will be scheduled within 15 work days.

B. Interactions: Discussions may be held one-on-one or between a supervisor, rating official, and or a work team. These interactions should be candid, forthright dialogues aimed at improving the work process or product and developing the employee(s). The discussion will provide the employee(s) the opportunity to seek further guidance and understanding of his or her work performance. During team discussions no individual will be identified or singled out for derogatory information in relation to performance.

C. Additional Guidance: The supervisor or rating official should provide additional guidance aimed at developing the employee(s), removing obstacles and improving the work product or outcome. Additionally, discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and offer suggestions for self-improvement. This does not preclude subsequent formal discussion regarding performance appraisals to include the mid-term assessment.

D. Mid-Year and Ongoing Review: Continuous performance feedback and/or counseling is desirable for both employees and managers.

a. *Progress Review*: At least once during each annual appraisal period, the supervisor shall provide each employee with a face-to -face mid-period Progress Review. Further progress reviews/feedback may be conducted to provide guidance on an employee's performance.

b. *Mid-Year Review*: will indicate to the employee what the employee's rating would be at that time for each critical job element and what would be necessary for the employee's performance to improve, if necessary.

c. At the time of any progress review, if the supervisor is aware of an instance(s) of performance deficiency, then the supervisor shall provide that information to the employee. Performance deficiencies will not be used to adversely affect the performance

rating, unless the employee has been previously notified of the deficiency and has been given an opportunity to improve.

d. An additional review is required *if* the supervisor believes the employee is not performing in a successful manner.

SECTION 9: ANNUAL APPRAISAL:

A. Performance rating: All bargaining unit employees will receive an annual performance rating. The performance rating will be issued in writing to the employees within thirty (30) days of the end of the assessment period. This period will be extended where an employee is subject to a Performance Improvement Plan (PIP) and the established ending date would not afford him or her a reasonable opportunity to demonstrate improved performance.

B. Minimum Period: New employees must be working under a performance plan for a minimum of 90-days before a rating can be given.

C. Performance Plan Changes: When an employee's performance plan changes less than 90-days before the end of the rating period, the employee will be evaluated based on those parts of the performance plan that had previously been in place. In rare instances, rating periods may be extended if changes to the performance plan are changed shortly before the normal period ends.

D. Considerations: In evaluating an employee's performance, matters beyond his or her control which affect a standard shall be considered by the rating official.

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

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

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

1. The employee may provide a self-assessment (written or verbal), which should be given serious consideration in developing the performance rating for that employee.
2. Choosing not to provide the voluntary self-assessment will not disadvantage an employee relative to those who do provide such assessments. However, it is the performance of the employee with regard to the performance plan that should determine the rating and the rating official remains responsible for adequately and accurately observing, fostering, motivating and evaluating that performance throughout the entire rating period.
3. The supervisor will prepare a written performance appraisal.

4. The appraisal will consist of a brief narrative on each standard, including an assessment of whether the employee meets, exceeds or fails to meet the achieved standard for each of the standards set forth in the Performance Plan.

5. Both the rating official and the employee will sign the Performance Appraisal. The employee's signature shall not be taken to mean that he or she agrees with any/all of the information or that the employee waives any rights to appeal/ grieve the rating or discussions regarding performance.

6. After Higher Level Review the written performance appraisal will be provided to the employee within thirty (30) days of the completion of the appraisal period. Appeal/Grievance time limits shall not begin until the day the employee receives his or her copy of the final , signed document.

H. Reconsideration: Employees may request reconsideration of their approved rating of record. The request for reconsideration must be filed in writing with the reviewing official within fifteen (15) days of the date the employee has been given the rating in writing. The time limit may be extended for good cause shown. The request must include:

1. The employee's name and position;
- 2 . Designation of the employee's Union representative, if any.
3. The date the employee was notified of his or her approved summary rating.
4. A clear and concise statement, citing specific examples and reason(s) the employee disagrees with the rating. The statement(s) should be based on his or her demonstrated work performance during the rating period to warrant a higher rating than the one they received for each critical element at issue.
5. The reviewing official will render his or her written decision to the employee no later than thirty (30) days after receipt of the request. If any or all of the request is granted, the employee will be issued an updated performance rating.

SECTION 10. GRIEVABILITY: Performance Appraisals are subject to the negotiated grievance procedure in accordance with and to the extent permitted by applicable law and regulation, including relevant decisions of the Federal Labor Relations Authority. An arbitrator's authority in a performance rating grievance shall be in accordance with established case law.

A. Standards: Performance standards are grievable only to the extent permitted by law and regulation, and are grievable only when put into effect. For a grievance of standards to be considered timely, it must be filed within fifteen (15) days of the date the standards were made final by the reviewing official and given to the employee. If performance standards are not grieved when put into effect, they may not be grieved when they are applied. However, the rating may be grieved at the time of the appraisal; as set forth in the Negotiated Grievance

Procedure Article of this CBA, the grievance must be filed within fifteen (15) days of the employee's receipt of the final appraisal. An arbitrator's authority in a performance rating grievance shall be in accordance with established case law.

B. Arbitrator's Authority: Under current case law, an arbitrator's authority is as follows:

1. In evaluating Performance Standards, an arbitrator's authority is limited to determining whether the Standards violate law or applicable government-wide regulation. If the arbitrator finds that the standards violate law or applicable government-wide regulation, the arbitrator's only remedy is to remand the standards to the Agency for revision.

2. In evaluating an employee's performance appraisal, an arbitrator may.

a. determine whether management has applied the established standards in violation of law, regulation, or a provision of the parties' collective bargaining agreement on a section 7106(b) matter. (*e.g., failure to timely provide a performance plan, or failure to timely provide a mid-year review*)

b. the arbitrator may cancel a rating only if he finds, as a factual matter, that the violation adversely affected the rating.

c. The Arbitrator could alter the employee's rating only if the arbitrator could reconstruct what management's appraisal of the Grievant would have been, absent the legal violation. If arbitrator is unable to reconstruct what the Grievant's rating would have been without the violation, the arbitrator must remand the case to management for it to reevaluate the Grievant's performance. An arbitrator does not properly reconstruct what management would have rated the Grievant's performance when the arbitrator independently rates a Grievant, or determines what a fair appraisal should have been.

SECTION 11. ANNUAL RATING OF RECORD:

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

B. Forwarding Documentation: When an employee transfers to another federal organization, the Civilian Human Resources Center will forward prior ratings of record.

C. Retention Standings: Employees' performance ratings of record due before the issuance due date of specific RIF notices will be submitted to the servicing personnel office in sufficient time for retention standing to be determined. The due date would ordinarily be no later than 15 calendar days prior to the issuance date of specific notices.

SECTION 12: ADDRESSING UNACCEPTABLE PERFORMANCE: It is the responsibility of the Agency to monitor employee performance throughout the rating period taken to improve performance.

A. Initial Procedure: If at any time during the rating period the rating official determines that an employee is performing at an unsuccessful level in one or more critical elements, the rating official will counsel the employee regarding his or her performance. During the counseling, the supervisor will advise the employee of the specific deficiencies in his or her p performance and the corrective steps the employees may take to improve their performance.

B. Issuance of PIP: If, after a reasonable time period the employee's performance does not improve to the successful level, the employee will be issued a Performance Improvement Plan (PIP). Upon request, the employee may have union representation at the meeting in which the PIP is issued.

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

1. The critical element(s) for which performance is unacceptable.
2. Specific instances (e.g. date, counseling) of unacceptable performance.
3. The performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance.
4. Which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement(s), element(s), and standard(s), as applicable.
5. A required minimum of bi-weekly counseling to the employee, with the identified supervisor or management official, on the progress made during the PIP period.
6. Other assistance that will be provided to the employee which may also include: formal training, on-the-job training, counseling, assignment of a mentor, or other assistance as appropriate.
7. The time period (of at least 60 days) for the employee to improve to an acceptable level of performance for the identified element(s). The PIP period may be extended through CHRC.
8. Personnel-related actions (WIGIs, awards) that may be withheld while this level of performance continues.

9. The plan will state that unless performance in a critical element(s) improves to and is sustained at an acceptable level for a minimum period of one (1) year, the employee may be reduced in grade, reassigned or removed from Federal service.

D. Termination of the PIP: At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Fully Successful" and the PIP can be terminated. The rating official will notify the employee of this determination in writing.

E. Extension: If, following the performance improvement period, the rating official is unable to make an assessment whether or not the employee is successfully performing his/her critical job duties and responsibilities, the rating official will extend the assistance period until an assessment can be made, consistent with law.

F. Improvement: If, following the performance improvement period, the rating official determines that the employee has improved his or her performance to an acceptable level, the employee will be notified in writing.

G. Lack of Improvement: If, following the performance improvement period, the rating official determines that the employee has not improved his or her performance to an acceptable level, the employee will be notified in writing of the action to be taken.

H. Change in Supervision: If during the PIP there is an unexpected departure of the supervisor, CHRC and the Union will meet to discuss options for moving forward.

SECTION 13. Performance Based Action Under 5 CFR 432:

A. Notice: At the end of the Performance Improvement Plan, the supervisor will appraise the employee's performance. If the performance has not improved to an acceptable level, the Agency will give the employee a written notice of proposed action, which specifies the specific instances of unacceptable performance, the critical elements involved, the employee's right to representation, the period of time (i.e. at least fifteen (15) calendar days from receipt of the advanced notice) in which he/she may respond orally or in writing, and the name and title of the official designated to hear an oral and/or receive a written reply. Such notice of proposed action will be given to the employee at least thirty (30) days in advance of a final decision on the unacceptable performance action.

B. Extension of Formal Action: The advance notice period may be extended an additional thirty (30) days by the commander or other designated officials. Further extensions, not to exceed thirty (30) days, can only be made with prior approval to the Office of Personnel Management (OPM).

C. Basis of Decision: In no case will the final decision to take corrective action (reassignment, reduction in grade or removal) be based on a matter not specified in the notice of proposed action.

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

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

SECTION 14. USE OF PERFORMANCE RATING IN MERIT STAFFING ACTIONS:

A. Final Rating: Only the final version of a performance rating, as agreed to or adjudicated, shall be forwarded to the CHRC, except where there is an immediate need for a rating in connection with a merit staffing action.

B. Union Duties: The Agency acknowledges that bargaining unit employees who perform work as part of the Union are doing so for the benefit of the Parties as well as the public. Use of official time and excused absence for Union activities shall not adversely affect the employee's appraisal.

SECTION 15. USES OF THE PERFORMANCE RATING: The performance rating given to employees under this performance assessment system is used for a number of purposes, to include but not limited to:

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

SECTION 16. IMPLEMENTATION OF AN ELECTRONIC PERFORMANCE MANAGEMENT SYSTEM

Prior to implementing an Electronic Performance Management System for bargaining unit employees, the Agency will provide the Union with notice and an opportunity to bargain over negotiable aspects of such changes in accordance with Mid-Term Bargaining Article of this CBA. Nothing will be implemented until negotiations are completed. Subjects will include

training, computer access, duty time allotted, self-assessment procedures, privacy requirements, employee access to data maintained on themselves, and employee's right to enter additional personal data into the system.

MERIT PROMOTION

SECTION 1. GENERAL:

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

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

SECTION 2. ACTIONS COVERED BY COMPETITIVE PROCEDURES: In accordance with 5 C.F.R. § 335.103, except as provided in Section LB above for bargaining unit positions, competitive procedures will apply to the following types of personnel actions:

1. Promotions (except those listed in Section 3 of this Article).
2. Temporary promotion of more than 120 days.
3. Selection for detail for more than 120 days to either a higher graded position or to a position with known promotion potential.
- 4 . Selection for training required for promotion.
5. Reassignment or demotion to a position with greater promotion potential than the position last previously held, except the reassignment of an intern or trainee as part of the training and development plan.
6. Transfer to a higher-grade position never previously held.
7. Reinstatement to a permanent or temporary position at a higher grade level than previously held in a non-temporary position in the competitive service.

SECTION 3. ACTIONS NOT COVERED BY COMPETITIVE PROCEDURES: In accordance with 5 C.F.R. §335.103, competitive procedures will not apply to the following personnel actions, which are exceptions to Section 2 above:

A. Promotion Based on Reclassification when:

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

2. The position is upgraded due to accretion of additional duties and responsibilities and the accretion is supported by a written analysis of the position (which may involve an audit with the employee and/or the employee's supervisor, or other fact gathering method) ;

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

b. The new position has no promotion potential;

c. The additional duties and responsibilities assigned do not adversely affect or impact other positions in the unit;

d. The employee has performed the higher level duties consistently and management concurs on the continuation of the employee performing the additional duties and responsibilities;

e. The position must be in the same series as the former position and is not reclassified from a one-grade interval position to a two-grade interval position.

f. The position does not require supervisory responsibilities.

B. Permanent Promotion to a position held under a temporary promotion when:

1. The assignment was originally made under competitive procedures;

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

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

D. Placement as a Result of Priority Consideration: (see Section 5: Priority Consideration)

E. Reduction in Force Placements: Reduction in force placements that result in an employee receiving a position with higher promotion potential.

F. Promotion to a Grade Previously Held: promotion to a grade previously held on a permanent basis in the competitive service, from which the employee was separated or demoted for other than performance or conduct reasons. This includes placement as a result of a reasonable accommodation.

G. Promotion Resulting from Successful Completion of a Training Program: promotion resulting from successful completion of a training program for which the employee was competitively selected.

H. Selection from the Re-employment Priority List: selection from the re-employment priority list at the same or lower grade level than the position from which previously separated.

I. Promotion as a Legal Remedy: promotion as a legal remedy as ordered and agreed upon in a legal or administrative proceeding.

J. Details: details for one hundred and twenty (120) days or less to a higher graded position or to a position with known promotion potential (see Details Article of this CBA).

K. Transfer or Reinstatement: Transfer of a current Federal employee or reinstatement of a former Federal employee to a position that is no higher than a position previously held on a permanent basis under a career or career conditional appointment, provided the employee was not demoted or separated from that previous position for cause or for performance deficiencies;

L. Position Change: Position change (either reassignment, demotion, or promotion) of any permanent employee from a position having known promotion potential to a position having no higher potential; or

SECTION 4. PROMOTIONS DUE PLANNED MANAGEMENT ACTION: a planned management action (for a promotion) is when the addition of duties and responsibilities to an encumbered position where the promotion must be competitive because it does not fully meet local accretion of duties criteria, but may be an exception to PPP procedures. The Union may request a review of an encumbered position to determine if a competitive action is warranted, based on additional duties.

SECTION 5. PRIORITY CONSIDERATION: For the purpose of this Article, a priority consideration is the consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory or program violation. Normally, employees will receive priority consideration once for each instance of improper consideration. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures; this does not mean that the employee is guaranteed to be selected for the position.

A. Procedure: An employee will receive bona fide consideration by the selecting official before any other candidate is referred for consideration. The employee will not be considered in competition with other candidates and will not be compared with them. If selected on the basis of the priority referral, the employee is promoted or reassigned noncompetitively.

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

SECTION 6. MANDATORY PLACEMENT PROGRAMS:

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

1. Persons with statutory, regulatory, or administrative reemployment or restoration rights. These include employees returning from military service, employees returning from overseas assignments under the terms of a return rights agreement or persons whose names appear on a Reemployment Priority List;

2. Placement actions required in connection with Reduction in Force (RIF);

3. Placement, reassignment or promotion that is directed by the OPM, the MSPB or other authority to effect a corrective action resulting from an appeal, grievance, EEO complaint decision or to correct a violation of law or regulation;

4. Placement of employees entitled to mandatory placement under provisions of the DoD Priority Placement Program. Refer to the DoD Priority Placement Program Operations Manual; or

5. Placement of qualified recovered disability annuitants and former employees receiving workers compensation.

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

C. Re-promotion Eligibles: Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

SECTION 7. VACANCY ANNOUNCEMENTS:

A. Area of Consideration: The area of consideration in announcing vacancies will be no less than NCR-MD

B. Publication: Positions to be filled through the competitive promotion process will be publicized using USAJOBS and a notice of the vacancy will be posted on the Agency's web site. The Agency will provide information to employees with respect to the filing of applications and the regulatory aspects of the promotion program.

C. Announcement Content: At a minimum, vacancy announcement shall include the following information:

1. The vacancy announcement number;
2. The position title(s), occupational series, and grades(s), bargaining unit status will include the different grade levels at which the position may be filled .
3. Opening and closing dates;
4. A brief summary of the representative duties of the position(s), including length of temporary promotion or detail (if appropriate);
5. Area of consideration, including a statement that applications will be accepted from VRA eligible and 30 percent or more disabled veterans if appropriate;
6. Number of anticipated vacancies to be filled; Geographic and organizational location ;
7. Statement concerning relocation expenses (e.g. Permanent Change of Station);
8. Qualification requirements, including a description of any modification of established qualifications requirements. Specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios;
9. Selective placement factors if any: test(s) required, statement as to Security Clearance requirement, statement as to whether the position is a drug testing designated position;
10. Evaluation factors and the due consideration of weights they will receive in arriving at composite or total scores for ranking purposes;
11. A statement that the position(s) covered has (have) known promotion potential which can result in subsequent career promotion(s), if applicable;

12. Any unusual conditions of employment which it might be advisable to publicize: tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirements, overtime, weather essential, Emergency Essential (EE), deployable, whether the position is subject to mobility or rotation (e.g. Interns);

13. The statement: "The Agency is an equal employment opportunity Agency";

14. Statement that basic eligibility requirements such as time in grade, minimum qualifications and other regulatory requirements must be met by the date the referral is issued;

15. Agency contact information for information relating to the announcement, including any special forms required;

D. Posting Period: Vacancy announcements, other than Interagency Career Transition Assistance Program (ICT AP) or announcements with applicant limits will be open for a minimum of seven (7) days.

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

F. Direct Hire: For each job series with Direct Hire Authority (DHA), the Agency will post on the intranet the contact information for submission of resumes and supporting documentation.

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

H. Amending or Re-advertising Vacancy Announcements: If a vacancy announcement has been posted and is later found to contain a substantial error a determination will be made by management whether the announcement should be amended or re-advertised and if so, all applicants will be notified. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-file in order to be considered.

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

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

SECTION 8. EMPLOYEE APPLICATIONS:

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

B. Electronic Application:

1. The Agency will give bargaining unit employees access to computers to complete automated applications under this Article. With a supervisor's approval, an employee may be granted a reasonable amount of time during working hours to prepare or modify his or her application.

2. Upon request , the Agency will provide assistance on how to apply for vacancies.

C. Right to Apply: Employees may apply for any position (i.e. Wage Grade and General Schedule) for which they believe they are qualified or eligible.

D. Updated Resume: Employees are expected to keep applications submitted for open continuous and continuing promotion registers current by submitting updated resumes.

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

SECTION 9. EVALUATION, CERTIFICATION AND SELECTION OF APPLICANTS UNDER COMPETITIVE PROCEDURES:

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

B . Automated System: The Agency will use an automated system for evaluation of candidates. The Agency agrees to provide training to employees and Union representatives regarding the operations of the automated system. For each position or group of positions, which will be filled through competitive promotion procedures, the method of rating must be documented. This job analysis will address:

1. The skills identified through job analysis as necessary for successful job performance;

2. Assessment criteria used to evaluate candidates must be based solely on job related criteria and applied equitably.

C. Evaluation: Skills to be used for evaluation purposes must be derived from the official position description for the position being filled.

SECTION 10. ESTABLISHING THE BEST QUALIFIED LIST:

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

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

C. Job Analysis: A job analysis must be conducted to determine the knowledge, skills, abilities, and competencies (KSACs) required for the position. This may include other characteristics, if applicable. The assessment questions will be developed based on this job analysis.

D. Candidate Rating and Ranking: Candidates will be rated and ranked against the KSACs and assessment questions as described in the vacancy announcement.

E. Cutoff Score: When there are more than twelve (12) qualified competitive candidates, the best qualified candidates who will be referred for consideration will be determined based on an appropriate cutoff score. All scores equal to or above the cutoff score will be forwarded to the selecting official.

F. Lowering Cutoff Score: When a pre-established score generates a list of at least twelve (12) best qualified candidates, the cut off score may not be lowered to increase the candidate referral pool until all referred candidates have been exhausted.

SECTION 11. REFERRAL OF CANDIDATES FOR SELECTION:

A. Certificate of Eligibles: When a certificate of eligibles (e.g. referral list, promotion certificate, reassignment, etc.) contains at least three qualified candidates, the selecting official may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligible candidates.

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

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

SECTION 12. CANDIDATE INTERVIEWS:

- A. Interview Panels: Panels may be used to evaluate, rank and/or interview candidates for selection consideration and may not function in a way which preempts the selecting official's authority.
- B. Interview: The selecting official has the option to interview or not interview the candidates referred. If one bargaining unit candidate is interviewed, it is encouraged that all bargaining unit candidates will be interviewed. Interviews will be conducted in essentially the same manner in regard to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.
- C. Interview Questions: The selecting official or panel will ask valid job- related interview questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled.
- D. Release for Interview: Employees will be released, after making appropriate arrangements with their supervisor, for the time necessary for the interview to be conducted.

SECTION 13. SELECTION PROCEDURES:

- A. Selection: Selecting officials may select any of the candidates referred on the certificate of eligibles or any candidate eligible for noncompetitive consideration.
- B. Affirmative Employment Plan: If the vacancy is one for which an under-representation exists and is a targeted occupation as identified in the Affirmative Employment Plan and there are well qualified candidates whose selection would reduce the under-representation, then the selecting official will give the appropriate consideration consistent with the Affirmative Employment Plans.
- C. Types of Interviews: When a face-to-face interview is not possible, a telephone interview or other electronic method is acceptable.
- D. Selection Criteria: The selecting official will give consideration to the candidate's qualifications. The selection shall be based solely on job-related criteria.
- E. Documentation: If a rationale for the selection is prepared, it will be made a part of the case file.
- F. Release and Notification of Applicants: The Civilian Human Resource Center will work with program officials to establish mutually agreeable release dates based on mission and program requirements.

1. Promotion: An employee selected for merit promotion will normally be released no later than one (1) complete pay period, following the selection and after required security clearance or other condition(s) are satisfied (i.e., pre-employment drug test).

2. Non-Promotion: When local workforce and program conditions permit, an employee will be released no later than two (2) complete pay periods for reassignments/transfers, following the selection and after required security clearance or other condition(s) are satisfied (i.e., pre-employment drug test).

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

G. Assistance with Information: An employee may contact the Civilian Human Resource Center to request information regarding their application.

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

SECTION 14. CAREER LADDER PROMOTIONS: It is the policy of the Agency to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers. Career ladder promotions are promotions of employees without further competition when:

1. at an earlier stage the employee was selected from an OPM certificate of eligibles under competitive procedures; and

2. the selection was for an assignment intended to prepare the employee for the position being filled, including any promotion up to and including the full performance level of the position.

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

B. Opportunity for Promotion: Employees in career ladder positions will be given opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will identify the job requirements and expectations to reach the

next higher level. The supervisor will hold discussions with the employee at each level of the employee's progression within the career ladder.

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

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

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

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

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

G. Failure to Meet Promotion Criteria:

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

2. The supervisor and employee will work together to assist the employee in meeting the specific promotion requirements. Such assistance should identify applicable training as well as any other appropriate support. Employees may request Union assistance.

SECTION 17. PROMOTION RECORDS FOR UNIT POSITIONS: In accordance with 5 C.F.R. § 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for two (2) years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint, whichever is longest. Upon completion of the selection process, the Union may request the information used by the Agency to make the selections. The Agency will provide the requested information consistent with the requirements of law.

PERFORMANCE AWARDS AND EMPLOYEE RECOGNITION

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

A. Types of Awards and Recognition:

1. Cash Awards

a. Rating Based: A lump-sum cash payment based on a "Acceptable" or better rating of record for sustained performance throughout a rating period awarded in conjunction with the annual Performance Appraisal.

b. Other: A cash award can be granted to an employee, individually or as a member of a group, in recognition of accomplishments that contribute to the efficiency, economy, or other improvement of operations.

2. Quality Step Increases -A faster than normal within-grade increase used to reward employees at all General Schedule (GS) grade levels who display high quality performance. It is an important pay-for-performance feature and a valuable tool for managers to use to recognize and reward outstanding performance.

3. Time-off: Time off from duty without charge to leave or loss of pay as an award to individuals or groups of employees. All bargaining unit employees shall be eligible for a TOA.

4. Honorary and Informal Recognition: An award of an honorific value (e.g., a letter, certificate, civilian medal, plaque, or item of nominal value to recognize individual and group performance).

5. Referral Bonuses - this incentive is to provide recognition to employees who bring new talent into the agency (e.g. those who help find candidates for hard-to-fill positions).

B. Combining Award Types: The Agency may use any combination of award types to reward a specific contribution.

SECTION 2. RATING BASED CASH AWARDS:

A . Parity: Supervisors are encouraged to recognize performance so that within each defined unit, awards granted to employees in the same grade with a particular rating will normally be more, in terms of dollars (including any Quality Step Increase), than awards received by employees in the same grade with a lower rating.

1. Absent budget constraints, managers and supervisors will fully utilize the allocated awards budget to reward deserving employee performance.
2. The current rating of record will be used as a basis for decisions to grant performance-based awards under the Agency's Performance Management System.
3. If an employee does not have a rating of record when performance awards are granted, the employee will be granted an award when he/she is assigned a rating of record for the rating cycle.
4. For employees who have been on a PIP during the rating cycle see the Performance Management Article Section 15 of this CBA.

B. Effect of Summary Ratings:

1. Excellent Rating That Exceeds All Critical Elements: An employee who receives a rating of record of Excellent must receive a performance award and/or a Quality Step Increase.
2. Excellent Rating: An employee who receives a rating of record of Excellent should normally receive a performance award.
3. Acceptable Rating: An employee who receives a rating of record of Acceptable should be considered for and may receive a performance award.
4. Performance Based Awards: Performance awards are based on the rating percent of Employees' Rate of Base Pay and shall be administered as follows:
 - a. Excellent (5 Rating): Up to 10% but not less than the annual budget allocation percentage.
 - b. Acceptable (3 Rating): Up to 7% but not less than one-half($\frac{1}{2}$) of the annual budget allocation percentage.
 - c. Unacceptable (1 Rating): Not eligible for a performance award

C. Payment: Management will pay out performance awards by the end of the calendar year.

D. Retroactive Payments: Management will make retroactive adjustments to awards for employees whose ratings change after the distribution of payouts.

SECTION 3. OTHER CASHAW ARDS: Managers and supervisors are encouraged to make use of special act awards (e.g., On the Spot award) for exemplary performance throughout the year.

SECTION 4. QUALITY STEP INCREASES (QSI): In order for an employee to be eligible for a QSI, the following must apply:

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

A. Effect of Promotion: If an employee has been promoted within the appraisal year, the appropriate manager or supervisor shall take this into account in determining the amount of the employee's performance award, and/or whether to grant a Quality Step Increase for an "Excellent" rating for that year.

B. Outlying Locations: When QSIs are awarded, the Agency will give special consideration for the combined outlying locations (DTHC, IRMAC, JPC, FHC, DHC) with the goal of awarding their outstanding employees with no less than 1-2 QSI awards on each annual list.

C. Timing of a QSI: A QSI does not affect the timing of an employee's next regular within grade increase (WIGI), unless the QSI places the employee in step 4 or step 7 of his or her grade. In these cases, the employee must complete the full waiting period for the new step, 104 weeks for steps 4-6 or 156 weeks for steps 7 -9.

D. Effective Date of a QSI: The QSJ should be made effective as soon as practicable after it is approved, usually at the beginning of the next pay period, and as close as practicable to the rating of record upon which it is based.

SECTION 5. TIME OFF AWARDS: Supervisors may grant up to eight (8) hours of time off without higher level review or approval. The minimum amount of time off for any contribution shall be one (1) hour. Additional time off awards may be granted or incorporated into other awards (e.g., Civilian of the Year/Quarter) with higher level review and approval.

A. Full-Time Employees: During any single leave year, employees working a typical 80 hour pay period may be awarded a total time-off of 80 hours during any leave year with the maximum amount of time-off for any single contribution is 40 hours.

B. Part-Time Employees: For part-time employees the total time off granted during any single leave year should be based on the average number of hours generally worked during a two-week period. The maximum time off for any single contribution may not exceed his or her weekly scheduled hours.

C. Usage: A TOA may be used in single blocks of time or in 15 minute increments and must be used within one (1) year from the date the award was granted or it will be forfeited. TO As should be scheduled so as not to conflict with use of "use or lose" annual leave. When physical incapacitation for duty occurs during a period of time when an employee is using their TOA, sick leave (upon request) will be granted for the period of incapacitation and the TOA will be scheduled at another time.

D. Team Time-Off Awards: The Agency encourages supervisors and managers to use Team TOAs to build team camaraderie and motivate teams. Grrulting bargaining unit employees TOAs in conjunction with a Team Incentive Award is seen as a way to enhance teamwork between members and to improve total workforce quality, performance and morale.

E. Ineligibility: Individual s serving on a PIP; or individuals who have been on long term sick leave, or extended leave without pay; and new hire employees, who due to limited service, have not performed sufficient work contributing to the overall achievement of goals, are ineligible to receive a Team TOA.

SECTION 6. HONORARY AND INFORMAL RECOGNITION: The Agency is encouraged to utilize Honorary and Informal Recognition awards in an ongoing manner to recognize employees for contributions or other achievements that do not meet the criteria for cash or time off awards .

A. Honorary Awards: symbolic fo lmal recognition, non-monetary items that meet all of the following criteria:

1. Is something that the recipient could reasonably be expected to value, but not something that conveys a sense of monetary value;

2. Have a lasting trophy value;
3. Clearly symbolize the employer-employee relationship in some fashion.

B. Informal Recognition Awards: Informal recognition awards are intended to recognize contributions of lesser scope that might otherwise go unrecognized.

SECTION 7. REFERRAL BONUSES: The Agency may utilize a referral bonus program for direct hire or hard-to-fill positions. These bonuses are suitable for employees whose regular job duties do not include recruitment, and who are not involved in the selection of the referred individual, but who promote employment with the Agency and refer potential new employees to the hiring official. An employee cannot refer a relative as defined in 5 USC 3110(a)(3).

1. The new hire must remain employed for a minimum period of 90 calendar days and perform acceptably;
2. The size of a bonus must be at least \$100 and no more than one percent of the base salary of the position being filled ;
3. The referral bonus is payable upon completion of the new employee's first 90 days of employment;
4. A referring employee may not receive more than five (5) Referral Awards in any 12-month period.

SECTION 8. AWARDS COMMITTEE: For the Civilian Advisory Committee or any other Agency established committee that deals with awards and the Agency elects to include bargaining unit members, they will be appointed from a list of those nominated by the Union. Participants on any such committee will be on duty time and accorded similar rights to the other committee members, in accordance with applicable regulations.

SECTION 9. AWARDS CREATED DURING THE LIFE OF THE AGREEMENT: Prior to implementing any new awards that are to be given to bargaining unit employees, the Agency will notify the Union regarding the nature of the award and the criteria to be used for issuing the award.

DETAILS, REASSIGNMENTS and RELOCATIONS

SECTION 1. DETAILS: Management retains the exclusive right to assign work to employees, and to maintain mission efficiency by determining the methods, the means, and the personnel by which operations are to be conducted. Employee details will be affected only for the purpose of meeting the temporary needs of the Agency. Details will be made in accordance with applicable laws, regulations, and will be consistent with the terms of this agreement. Details under this Article may be rotated among well-qualified bargaining unit employees in accordance with mission requirements.

A. **Definition:** A detail is the temporary assignment of an employee to another position or to a statement of described duties without a change in status grade or compensation for a specified time (to include relocation from one facility to another, e.g., from FBCH to WRNMMC), with return to regular duties at the end of the detail. During the period of a detail, the employee remains officially in his or her regular position.

B. **Notice:** The Agency agrees that any bargaining unit employee for whom a known detail is planned will be notified at one (1) pay period prior to the beginning of the detail with copy to the Union.

C. **Documentation:** Any detail will be documented by memorandum to the employee with a copy placed in the employee's worksite file. A detail in excess of thirty calendar (30) days will be reported on a Notification of Personnel Action (SF-50) that will be maintained as a permanent record in the employee's Official Personnel Folder (OPF).

D. **Performance Plans:** A new performance plan must be provided within thirty calendar (30) days to employees on details of 120 days or more. On details of less than 120 days, the supervisor must provide input to the performance plan.

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

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

SECTION 3: HIGHER-GRADED DUTIES:

A. Supervisors are encouraged to use a competitive process for details to higher-graded positions when the duration of the detail and/or the nature of the assignment are such that the employee can be expected to perform the majority of the grade controlling duties.

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

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

SECTION 4: TEMPORARY PROMOTIONS: When a bargaining unit employee is detailed to a bargaining unit position of a higher grade for sixty (60) consecutive calendar days or more, competitive procedures must be used (see Merit Promotion article of this CBA).

SECTION 5: REASSIGNMENTS

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

B. Notification: Employees will be provided at least one (1) pay period advance notice of reassignments. If the reassignment includes relocation to another facility, the employee will be given at least two (2) pay periods advance notice.

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

A. Notice to Union: In accordance with the Mid-Term Bargaining article of this CBA, the Agency will provide notice to the Union, including the reasons for the reassignment, the number and title(s) of positions affected, and the actions the Agency intends to take to reduce the impact on employees.

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

C. Higher-Graded Reassignments: For reassignments to a position that provides specialized experience that the employee does not already have and is required for subsequent promotion to a designated higher-graded position and/or to a position with known promotion potential, competitive procedures must be used (see Merit Promotion Article of this CBA).

D. Notice to Employee: Employees will be notified at one (1) pay period prior to the beginning of the reassignment.

1. When an employee is reassigned, a summary rating (closeout) must be prepared by the former supervisor within thirty (30) calendar days and forwarded to the gaining/new supervisor with a copy to the employee.

2. A new performance plan will be provided to the employee within thirty (30) calendar days from the effective date of the reassignment

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

F. Leave: All leave previously requested and approved will be transferred with the employee.

SECTION 7. VOLUNTARY REQUESTS FOR REASSIGNMENT: Employees may request a reassignment in writing. The request of an employee seeking reassignment shall be entitled to prompt and fair consideration.

1. Type of Requests:

a. Location- to work in a particular work location within the same shift;

b. Hardship- e.g., a child custody situation or serious medical condition of the employee or of an immediate family member that requires the employee to relocate to another geographical area;

c. To work in a particular building or work unit;

d. To be reassigned to another facility;

e. Other requests as negotiated between the supervisor and the employee.

2. Conditions:

a. An available vacancy (or vacancies) must exist;

b. The employee must meet the basic qualification for the position (grade, title, and physical requirements);

c. The employee must be performing at an acceptable level of performance;

d. If the Agency chooses to fill the vacancy (or vacancies) non-competitively, then the Agency will select the most senior qualified volunteer.

e. The selected employee shall normally be released and reassigned within two (2) pay periods after written notification/approval.

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

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

B. Notice to Union: In accordance with the Mid-Term Bargaining article of this CBA, the Agency will provide notice to the Union, including the reasons for the relocation, the number and title(s) of positions affected, and the actions the Agency intends to take to reduce the impact on employees.

C. Relocation Expenses: Relocation expenses for an employee whose duty station changes, either voluntarily or involuntarily, shall be handled in accordance with the Joint Travel Regulation (JTR).

D. Notice to Employee: Employees will be notified at least two (2) full pay-periods prior to the beginning of the reassignment.

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

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

SECTION 10. GRIEVABILITY: If an employee alleges that a detail, reassignment or relocation violates governing regulations or this CBA, he or she may file a grievance under the Negotiated Grievance Procedure of this CBA.

HEALTH, SAFETY, AND ENVIRONMENT

SECTION 1. GENERAL PROVISIONS: The Parties recognize that a safe and healthful work environment is valued by the Agency; is necessary for the accomplishment of the Agency's missions; contributes to a high quality of life for the employees, and therefore agree to this Article to aid in the protection of employees from communicable diseases, maintain a healthy working environment, and provide preventive measures.

A. OSHA Program: It shall be the responsibility of the Agency to establish and maintain an effective and comprehensive Occupational Safety and Health Program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act), Executive Order 12196, and 29 Code of Federal Regulations (CFR) Part 1960.

B. Safe Working Conditions: The Agency will continue to provide and maintain safe and healthful working conditions by correcting unsafe conditions and eliminating unsafe practices, and the Union will actively encourage all Unit employees to work in a safe manner.

C. Pregnancy and Nursing Mothers: The Agency will make every attempt to ensure that pregnant employees are not exposed to potentially harmful contagions and shall not be placed in situations that may place her or the unborn child at risk to their health. The same considerations shall apply to nursing mothers. Employees are entitled to contact Occupational Health for enrollment in the pregnancy surveillance program.

D. Provision of Relief: The Agency's responsibility is to ensure work is performed in a safe manner. The Agency will provide the necessary equipment (i.e., hand-trucks, carts, and bed lifts) and/or additional personnel to perform assigned tasks in a safe manner.

SECTION 2. MEDICAL AND OTHER PERSONAL PROTECTIVE EQUIPMENT (PPE):

A. Provision of PPE: The Agency will provide (at no cost employees) the necessary protective clothing, equipment and safety devices to protect all employees from hazardous conditions. The protective equipment provided shall be in accordance with appropriate OSHA standards and all other applicable standards/laws/directives. Unless equipment is designed for reuse or sharing, i.e., X-Ray aprons, there shall be sufficient supply so that employees are neither expected to reuse or share the equipment.

B. Types of PPE: Commonly needed types of PPE include but are not limited to: safety glasses, safety shoes/boots, gloves, gowns, and hearing protection. For example, Food and Nutrition Service employees will be provided with at least one pair of skid resistance shoes each year, and water proof or safety shoes where necessary to maintain safe working conditions.

C. Medical PPE: The Parties agree that employees are an essential resource in caring for patients. The Agency will take appropriate precautions hospital-wide to prevent the spread of infectious disease. This includes following appropriate contagion protocols, ensuring ample

supply of medical PPE, i.e., masks and hand sanitizer, are available in patient waiting rooms and throughout the facility, and encouraging their use.

D. Respirators: If respirators are required for safety and health, each employee will be fit-tested and trained on the proper care of the issued device, i.e., N95 respirator. Unit employees who are in positions that require a clean shaven appearance may request a waiver by providing appropriate medical documentation to Occupational Health.

SECTION 3. SAFETY RESPONSIBILITIES: Employees have a primary responsibility for their own safety, including the obligation to know and observe safety rules and practices as a measure of protection for themselves and others.

A. Improving Safety Conditions: Employees may freely participate in the Agency's Occupational Health and Safety Program and may offer suggestions for improving safety conditions in the workplace at any time. Such suggestions may also be offered by the Union.

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

SECTION 4. WORKPLACE VIOLENCE: The Parties adopt the NIOSH definition of workplace violence as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty".

A. Reports: Upon request, the Agency shall provide the Union with incident reports of violence in the workplace, redacted in regard to the privacy rights of all concerned as necessary.

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

SECTION 5. SAFETY TRAINING:

A. Requirements: No employee will be required to perform duties involving known and obvious safety or health hazards without first receiving instructions concerning the hazards, proper work methods, and the protective measures and equipment to be used

B. Voluntary Protection Programs (VPP): VPP promotes effective worksite-based safety and health. The Parties will explore the implementation of VPP.

SECTION 6. SAFETY COMMITTEES:

A. Union Participation: The Union President may appoint representatives to participate on all Agency safety activities and committees. Bargaining unit employees participating in safety activities shall be on duty time.

B. Inspections and Reports: The Union Representative will be granted, upon request, access to Agency safety reports, provided names of collateral duty safety officers, and allowed to accompany the Safety Officer during regular safety inspections of space, and other Agency Walkthroughs (i.e., Joint Commission Prep) as an observer, and subject to operational needs.

C. Union Rights: Union participation on the Agency Safety Committee will not to be construed as a waiver of the Union's right to collective bargaining, including notification, in accordance with the "Bargaining During the Term of the Agreement" Article of this CBA.

SECTION 7. IMMINENT DANGER SITUATIONS:

A. Definition: The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures [29 CFR 1960.2(u)].

B. Declining Work: Consistent with 29 USC 651 and 29 CFR Part 1960 the employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. The employee must report the situation by the most expeditious means possible to their supervisor or designated official who is immediately available.

C. Return to Work: If the condition can be corrected and the employee agrees there is no longer an imminent danger, the employee must return to work. If the supervisor cannot correct the condition, the supervisor shall request an inspection by facility safety and/or health personnel.

D. Inspection: A Union representative may be present during the inspection by the facility safety and/or health personnel. If facility safety and/or health personnel decide the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Reports of these incidents will be provided to the Union through the safety committee on a quarterly basis.

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

F. Reporting: When the Agency receives a report that an actual or potentially dangerous and/or unhealthful condition is present at a particular work site, the Safety Office shall investigate and report its findings to the supervisor or employee who submitted the report. Such findings will be reported to the Health and Safety Committee on at least a quarterly basis. Upon request, the Union may receive copies of such reports.

SECTION 8. DISABILITY RETIREMENT/FECA CLAIMS: Procedures for disability retirement and Office of Worker's Compensation Programs (OWCP) are governed by the "Worker's Compensation:" Article of this CBA and other applicable authorities.

SECTION 9. INDOOR AIR QUALITY:

A. Requirements: The Agency shall provide safe and healthful indoor air quality by conforming to applicable laws, guidelines, and regulations. In compliance with engineering standards, the Agency shall maintain ventilation efficiency. Reasonable efforts will be made to provide comfortable humidity and temperature control.

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

C. Inspections: On-site investigations/inspections will be conducted, in accordance with accepted industry standards, when a problem concerning Indoor Air Quality or Building Related Illness is formally brought to the Agency's attention. Upon request, the Union will be provided a copy of the resulting report.

SECTION 10. RENOVATION AND CONSTRUCTION: Wherever management decides to alter the physical work site of employees represented by the Union, the Agency will do the following:

1. Isolate areas of significant renovation, painting, and carpet laying from occupied areas that are not under construction;
2. Where feasible, perform this work during evenings and weekends. Ensure that contaminated concentrations are sufficiently diluted prior to occupancy;
3. Supply adequate ventilation during and after completion of work to assist in dilution of the contaminant level; and
4. In space which is not owned by the Agency, the Agency will work with the responsible party (e.g., Army, Navy, or GSA) in order to achieve and maintain these standards.

SECTION 11. HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL:

A. Environmental Differential (Federal Wage System)

1. In accordance with 5 CFR Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.
2. If at any time an employee and/or the Union believe that differential pay is warranted under 5 CFR Part 532, Subpart E, Appendix A, the matter may be raised at Step 3 of the Negotiated Grievance Procedure.
3. Employees subject to cold work for any amount of time will either be provided personal freezer wear including jackets, gloves and hats, or the employees will receive cold work differential pay for any and all cold work, to be compensated in fifteen minute increments.

B. Hazardous Duty Pay (General Schedule System)

1. Pay for irregular or intermittent duty involving physical hardship or hazard for General Schedule (GS) employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550, Sub-part I).
2. The Parties agree that any physical hardship or hazardous duties must be considered as part of position classification. Upon request, the Agency shall inform the employee or Union whether or not such duties were taken into account in establishing the grade of the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

SECTION 12. IMMUNIZATIONS:

A. Protection From Disease: Through vaccinations and immunizations of employees, the Agency will assist in maintaining a high level of protection against epidemics of communicable disease such as influenza, hepatitis B, MMR, varicella. This will include the administration of required vaccines (including PPD), prophylactic drugs, and agents, usually without charge. Employees will be notified in advance of any charges and the amount, given the option to accept or not accept the immunization/vaccination, and provided information about other service providers who provide the immunization/vaccination.

B. New Vaccine Programs: Prior to implementing any new vaccination or immunization program for any employee populations, justification will be provided to the Union.

2. A list of medical surveillance programs and the positions which they cover, i.e., the "fit-tested" for respirators program.

3. Notice and information regarding any lost-time due to injury from an on-the-job accident.

SECTION 15. OCCUPATIONAL HEALTH SERVICES:

A. Occupational Health Services: The Agency will provide an occupational health services program for all bargaining unit employees consistent with this Agreement and DOD policy. Such services will be provided under the direction of a licensed independent practitioner, and may include providing information regarding available community health resources when requested by the employee.

B. Information Needed for Assessment: The occupational health unit will be provided the information necessary to assess that employee's ability to perform the job, to include the duties of the position and relevant medical information from the employee or the employee's physician.

C. Ergonomic Furniture and Equipment: The Agency will provide appropriate ergonomic furniture or equipment designed to prevent and decrease injuries. Employees may request an ergonomic assessment from the Occupational Health Office, and may submit a self-assessment as part of this process. Following the Assessment, appropriate ergonomic furniture/equipment will be provided if indicated.

D. Health Maintenance Examinations: The Agency will provide, or make arrangements for, health maintenance examinations for all Agency employees eligible for them. The occupational health care provider will use discretion in determining how comprehensive the medical evaluation will be. Special tests and diagnostic procedures may be ordered as appropriate. Employees will be informed of the results of their evaluation and encouraged to follow up with their primary care provider for further treatment, if indicated. Supervisors shall allow duty time to attend such medical appointments as needed. Duty time shall be authorized when the Agency offers health maintenance examinations, to include:

1. Physical examinations at no charge to the employee for employees whose positions require annual physicals or other examinations required by law. An employee may be required to pay for specialized examinations or treatments which are not required for employment.

2. Pre-placement examinations where required by applicable laws, DOD policy, or the OPM instructions.

3. In-service occupational examinations of employees or examinations to appraise and report work environment health hazards to prevent and control health risks, as required;

4. When offered, preventive services to provide health education to maintain personal health; and to provide specific disease-screening examinations and immunizations, in accordance with this Agreement.

C. Exceptions: The Agency shall offer required immunizations at no cost to the employee.

1. No employee shall be forced to participate in an immunization program if the employee has a medical condition which would be adversely affected by the immunization. A statement from the employee's health care provider that an immunization is contraindicated will be sufficient evidence of such a medical condition. The Agency may request a new statement on an annual basis.

2. An employee may also receive an exemption based upon their religious beliefs. The Agency may require an employee to submit a written statement that he or she has a religious belief that conflicts with immunization. Any dispute over whether the statement is sufficient to establish evidence of a religious belief shall be referred to the EEO Office.

3. The Agency shall keep any statements dealing with exceptions confidential.

SECTION 13. ARRANGEMENTS FOR HEALTH HAZARDS INVOLVING COMMUNICABLE DISEASES:

A. Exposure in the Course of Employment: The Agency will provide timely assessment and/or testing for employees who reasonably believe they were exposed in the course of their employment to a serious infectious disease, including TB and blood borne pathogens. There will be no charge to the employees for leave or cost for the exam when conducted at Agency controlled facilities. When there is contact with a person who may have tuberculosis (TB), the Agency will keep records of employees' exposure to active TB at the work site.

B. Leave for Communicable Disease: The employee who is ill as a result of a communicable disease will be granted sick leave or leave without pay upon request.

C. Suspected But Unverified Disease: If the employee is suspected to have contracted a communicable disease, and is sent home from the worksite without valid verification of the illness, there will be no charge to leave. In such instances the employee must be available to return to duty upon request, unless the employee requests to use sick or other leave.

D. Arrangements for Pandemics: Temporary telework arrangements are appropriate for those employees who cannot report to work due to a pandemic occurrence, provided the position held is conducive to telework. During a pandemic, and in accordance with guidance from OPM or other recognized authority, the usual requirements for telework may be waived in order to benefit both the Agency and the employee.

SECTION 14. OTHER REPORTS: Upon request and within a reasonable period of time the Agency will provide:

1. All reports relevant to the general occupational safety and health of bargaining unit employees.

5. Post-exposure examinations, as mandated by applicable regulatory agencies.
6. Medical surveillance for employees exposed to hazardous Materials and also for communicable diseases (such as asbestos exposure, or tuberculosis).
7. Cooperation with local public health agencies, physicians and programs in providing measures that protect against diseases of public health significance.

SECTION 16. TREATMENT AT AGENCY FACILITIES:

A. On the Job Injury: Employees are entitled to medical treatment by the Occupational Health facility for any medical condition, including first aid and medical care resulting from any on-the job injury or exposure.

B. Notice to Supervisors: Employees shall notify their supervisors when they seek treatment from an occupational health unit. When this is not feasible, they may report directly to the occupational health unit to render necessary care. The Agency will have written procedures on how to address emergent/urgent medical issues occurring to employees. Employees are entitled to medical treatment by the Occupational Health facility or Emergency Department for any medical condition, including first aid and medical care for any on-the-job injury or exacerbation of a previous medical condition stemming from occupational injury or exposure, while on duty.

C. First Aid and Emergency Care: Treatment may be rendered at Agency facilities when Emergency-Diagnosis and first aid treatment of an injury or illness becomes necessary during working hours and is within the competency of the professional staff and facilities, whether or not such illness was caused by employment. Pharmacy services may be provided to stabilize an employee's health condition. DTHC shall be considered an authorized medical facility for these purposes. In cases where necessary emergency treatment is not available onsite, the employee may be taken by ambulance to his/ her physician or suitable community medical facility, if the employee requests it or in those cases where the employee is unable to request it.

D. Transportation and Hospitalization: In the event transportation or hospitalization is required, the employee will be responsible for associated costs; on an annual basis, employees shall be advised in writing that they may be charged for transportation and hospitalization.

E. Non-Emergent Treatment: The Agency may offer treatment of non-work related conditions in tracking of infectious diseases among the employee population. Treatment may be rendered at Agency facilities if an employee suffers a minor illness or injury which interferes with their ability to perform their duties. Treatment will be limited to relieving discomfort, including emergency treatment for minor dental conditions, and to enabling employees to remain at work. However, in an emergency, appropriate care to stabilize and transport the employee will be rendered.

F. Follow up Care: These treatments are not intended to provide definitive medical or dental care or replace the employee's primary care provider. It is an expectation that all employees will have a private personal physician or healthcare provider. The employee will be referred to their private physician or dentist for any follow up care.

G. Confidentiality: The confidential nature of medical conditions shall be recognized and respected. Any employee medical information generated as a result of civilian employment and maintained by the Agency shall be coded as "sensitive".

WORKERS' COMPENSATION

SECTION 1. COVERAGE: The Federal Employees' Compensation Act (FECA) provides workers' compensation to employees who become disabled due to an employment-related disease or injury sustained in the performance of duty. Administered by the U.S. Department of Labor, the Office of Workers' Compensation Programs (OWCP), the applicable laws and regulations are set forth in 5 U.S.C. Chapter 81 and 20 C.F.R.

1. **Traumatic Injury:** Bodily harm caused by external force, identifiable in time and place and that is a result of an incident, or series of incidents, that occurs on a single work day.

2. **Occupational Disease:** An occupational disease or illness is a medical condition produced by continued and repeated exposure to conditions at work, including overuse or strain, which occurs over a longer period of time than a single work-shift.

A. Types of Benefits: Depending on the circumstances, the employee may be eligible for the following:

1. Compensation for medical care for injured or ill workers;
2. Compensation for lost wages for an employee who cannot work because of work-related disability or occupational disease;
3. Buy back of annual or sick leave used as a result of an on the job injury and/or illness;
4. Compensation for loss of, or loss of use, of a body part or function;
5. Death benefits for survivors;
6. Burial allowances.

B. Prompt Reporting: The Parties agree to support the reporting of all work-place injuries and encourage employee to promptly report job-related injury or illness to their immediate supervisor or other appropriate management official. Supervisors will render assistance in obtaining and completing appropriate forms and forwarding them to the appropriate office. For bargaining unit employees, assistance may be requested from AFGE Local 1410.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Agency will assist any employee who sustains and reports an injury or acquires an occupational disease during performance of duties.

A. Supervisor Role: The supervisor or the appropriate Agency official will immediately inform the affected employee of his or her rights under the Federal Employees Compensation Act (FECA). Supervisors will:

1. In consultation with the applicable agency office (currently the CHRC), complete and ensure submission of the form in a timely and accurate manner.

2. Not directly contact the injured worker's physician. For question on proper procedures, supervisors shall contact the appropriate Agency official (currently CHRC) for guidance.

3. Refer the employees to the applicable Agency Workers Compensation Official for additional information.

B. Management of Complaints: The Agency will respond within 30 days to an employee's complaint that the Agency failed to properly process a Workers' Compensation claim. If the response will not be completed in thirty (30) days, the employee will be given a written response no later than the thirtieth (30th) day and the reasons for the delay and the expected date of completion.

SECTION 3. PROCEDURE FOR FILING CLAIMS FOR WORKERS'

COMPENSATION BENEFITS: When notice of a job illness or injury is received by the supervisor, the supervisor (in consultation with the office responsible for OWCP claims) will ensure that the employee is provided with the appropriate CA form (e.g., CA-1, CA-2) through the Department of Labor website and assist employees in completing and submitting the necessary forms within ten (10) days of notification of the injury or illness (see Appendix).

A. Employee Responsibility: The appropriate sections of these forms should be filled out by the employee and given to the supervisor as soon as possible, from the date of the injury or illness. If the employee is incapacitated or unavailable, this action may be taken by the supervisor, or other designated official, who may file the claim on the employee's behalf with the employee's permission, preferably in writing.

B. Supervisor Responsibility: Supervisory action on CA-1 and CA-2 forms shall be completed immediately, or as soon as possible, after the employee completes his or her portion of the form.

C. Notice: The Agency agrees to advertise, (e.g. postmaster, bulletin boards) to advise employees of the appropriate HR office room or building location for filing Workers' Compensation claims. The information will also include HR office telephone numbers and/or the Agency's OWCP Specialists office telephone number for obtaining information or assistance relevant to Worker's Compensation claims. The Agency further agrees to distribute annual notice to all employees providing them the same information.

SECTION 4. RETURNING TO WORK: FECA requires injured employees to inform their treating physicians that the Agency may be able to provide them with work that accommodates any medical limitations imposed by their injury or illness. If this work-related medical limitation is temporary, then an injured employee whose claim has been approved will be placed in a limited duty job in accordance with DOL regulations. If an injured employee's condition is permanent, the Agency may place them in a medically suitable rehabilitation or re-employment position.

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. POLICY: The Agency and the Union affirm their commitment to equal employment opportunity (EEO) and the prohibition of discrimination on the bases of race, color, religion, sex (including gender identification) age, national origin, disability, genetic information, sexual orientation (including sexual harassment and pregnancy), veterans status, or reprisal for opposing any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (ADEA) of 1967, as amended, the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), the Rehabilitation Act of 1973, as amended, and the standards of the Americans with Disabilities Act (ADA) as applicable to Federal employees under any act of Congress that prohibits unlawful discrimination.

SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: The Agency's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Agency shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies and employment conditions consistent with this Agreement, 29 CFR 1614 and with EEOC Management Directive 715.

SECTION 3. EQUAL OPPORTUNITY PROGRAM OFFICE: Consistent with EEO rules and regulations, the program office or staff designated by the Agency will:

1. Receive and process individual and class complaints of discrimination, as well as provide counseling for the aggrieved individuals;
2. Ensure that discrimination complaints are fairly and thoroughly investigated within 180 days of the filing of a formal complaint; and
3. Evaluate and report to the MTF Director or designee on the adequacy of the Agency's program and make any recommendations on improvements or corrective actions needed including remedial or disciplinary action to be taken.

SECTION 4. EEO COMPLAINTS:

A. Discrimination: An employee who believes he or she has been discriminated may file an EEO complaint or grievance pursuant to this Article. The employee must contact an EEO counselor within 45 calendar days of the date of the alleged discriminatory action or within 45 calendar days of when the employee was made aware of the alleged discrimination. A grievance must be filed within 15 days of the final interview with the EEO counselor, as stated in Negotiated Grievance Procedure. Consistent with 29 CFR 1614, a formal EEO complaint must be filed within 15 calendar days of receipt of the notice of right to file from the EEO counselor.

B. Union Representation: An employee has the right to be accompanied, represented, and advised by a representative of his or her choice at any stage of the complaint process under the EEO administrative complaint process or Negotiated Grievance Procedures. The employee is entitled to expeditious processing of the complaint or grievance within the time limits prescribed by regulations or by this Agreement. The employee will designate his or her personal representative in writing.

C. Mixed Case Appeals: A "mixed case" appeal is an appeal filed with MSPB alleging an appealable agency action was taken in part or in whole because of discrimination based on race, color, religion, sex, national origin, disability, or age. An employee may file an EEO complaint with the Agency under the agency EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency's EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

D. Union Complaint: The Union may file a group grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group (based on a protected class or protected activity). The Union must file the grievance within 15 days, as stated in Negotiated Grievance Procedure. A grievance concerning a continuing practice or condition, including matter involving discrimination, may be presented at any time . .

SECTION 5. PROVISION OF REASONABLE ACCOMODATION: Pursuant to 29 USC Section 701 et. seq., the Americans with Disabilities Act, Section 12101 et. seq., and the Rehabilitation Act of 1973, it is the policy of the Agency to make reasonable accommodations for known physical or mental limitations of qualified applicants or employees with disabilities, unless the Agency attests that doing so would cause undue hardship on the Agency's program. DHA Guidance, "Reasonable Accommodation for Individuals with Disabilities," will be followed for processing reasonable accommodation requests (see Appendix).

SECTION 6. DEFINITION: A reasonable accommodation (RA) is a change in the work environment or in the way things are customarily done in the performance of a job or an employment practice that makes it possible for an individual with a disability to enjoy an equal employment opportunity.

SECTION 7. COMMON TYPES OF ACCOMODATIONS: Accommodations to consider may include but are not limited to, the following:

1. Making facilities accessible
2. Acquiring assistive or adaptive devices

3. Modifying work schedules
4. Restructuring a job
5. Permitting use of additional breaks during the workday, accrued leave, and unpaid leave
6. Modifying of exam or training materials
7. Providing readers or interpreters or personal assistants (e.g. mobility assistance, including travel, rather than assistance in performing job duties).
8. Reassigning to another vacant position
9. Removing and/or substituting non-essential job duties
10. Providing telework, as provided by the Agency's telework policy

SECTION 9. PROCEDURES: Reasonable Accommodation is meant to be an interactive process between the supervisor (or designated official) and employee to discuss reasonable accommodation options.

1. The employee's request for reasonable accommodation, orally or in writing, will be submitted to the supervisor.
2. Supervisors shall approve the reasonable accommodation(s) whenever possible, at the lowest level of management, when in agreement as to the type of accommodation. If approval of higher level management is required, the supervisor will inform the employee of the appropriate management official with authority to approve the accommodation.
3. If the requesting individual has not completed the Reasonable Accommodation Form (see Appendix), the supervisor will complete the form. As part of the interactive process, the supervisor will verify with the employee that the requested accommodation and reason for the request is accurately reflected on the form. If known, the Employee is encouraged to be as specific as possible on accommodation(s) needed (e.g. adaptive equipment, reader, or interpreter, etc.). Medical documentation will be handled IA W Privacy Act requirements.
4. Union Representation: During the process to identify a reasonable accommodation, the employee has the right to have Union representation if they choose.

5. The Agency must provide the employee requesting a reasonable accommodation with its policies and regulations that describe how to initiate an accommodation request and the Agency process for determining whether to grant or modify the request:

6. The supervisor will respond to an employee's request for reasonable accommodations within fifteen (15) days of receipt of the request. The supervisor should engage in interactive communications with the employee, assessing the essential job functions, and requesting pertinent medical documentation, if appropriate. The DHA Disability Program Manager (DPM) will be informed of all such requests within two business days.

7. If additional time is necessary to respond to the request, such as obtaining additional documentation, the reasons for the delay and approximate time frame for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided in writing.

8. The Agency may request additional medical documentation from the employee. If the supervisor wishes to obtain additional medical documents or records from a medical provider, he or she shall provide the employee with written notification of the specific information required.

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

SECTION 10: ACCEPTABLE DOCUMENTATION:

A. Requirements: At a minimum, medically acceptable documentation to support a requested accommodation must:

1. Be on letterhead or other official documentation acceptable to the Agency, and signed by an appropriate medical practitioner;
2. A brief history of the specific medical condition(s) including references to findings from previous examinations, treatment, and response to treatment;
3. Diagnosis, including a description of the nature, severity, and duration of the employee's impairment;
4. If applicable, an estimate of the expected date of full or partial recovery;

5. An evaluation of the impact of the medical condition on the employee's capacity to perform the duties of his position, i.e., an explanation of the extent to which the impairment limits the employee's ability to perform the activity or activities;

6. If applicable, an explanation of why, because of the impairment, the requested reasonable accommodation is needed. This can take the form of a narrative explanation of the basis for any conclusion that duty restrictions are or are not warranted, and, if they are, an explanation of their therapeutic or risk-avoiding value for work related activities.

B. Privacy: The Agency may disclose such information subject to the Privacy Act of 1974 (5 USC 552a), 5 CFR 339, and 45 U.S.C. § 300 et seq. only for purposes of making informed management decisions and only to individuals who have a need to know, i.e., chain of command or Occupational Health. This type of information should be placed in a separate, confidential medical file. Instructions from the agency to the supervisor will include the obligation to maintain confidentiality.

SECTION 11: PREGNANCY AND TEMPORARY ACCOMODATIONS: The same process shall be used for pregnancy and temporary accommodations. Such request shall be handled at the lowest level possible. Employees who are pregnant, nursing, or temporarily disabled may formally request accommodation.

A. Pregnancy: A pregnant employee shall not be involuntarily reassigned to other duties solely because of pregnancy, absent a medical determination that she is precluded from performing some or all of the duties of her position. Where working conditions are more strenuous or hazardous than normal office conditions, a pregnant employee, after consultation with her physician, may request temporary reassignment to other available work for which she is qualified, to protect her health and that of her unborn child. She may also request modification of her work duties due to adverse working conditions. Where such reassignment is requested, based on medical certification, the Agency will make a reasonable effort to accommodate the employee's request.

B. Light Duty: Employees recuperating from illness or injury who are temporarily unable to perform the full range of official duties may submit to their supervisor a written request for a temporary assignment (not to exceed forty-five (45) calendar days initially, additional time to be considered as appropriate) to duties commensurate with the disabilities of the illness or injury. Such requests will be accompanied by a medical certification which will assist in establishing the duty limits for the employee. Upon receipt of the employee's written request with the accompanying medical statement, the Agency agrees to make a reasonable effort to assign duties to the employee in accordance with applicable rules and regulations, medical recommendations, and the needs of the office and other workers. If the Agency is unable to provide a light duty assignment, the employee will be entitled to use accrued leave or unpaid leave.

C. Approval: The Agency will respond to an employee's request for a temporary accommodation within seven (7) calendar days of receipt of the request. If additional time is necessary to respond to the request, the reasons for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

SECTION 12. ACCOMMODATION FOR RELIGIOUS NEEDS: Employees may request accommodation for religious needs. Accommodation of employees with religious needs will be addressed consistent with 29 CFR 1614.102(a)(7) and federal guidelines.

SECTION 14. FIT FOR DUTY:

A. Examinations: When ordering a Fitness for Duty Examination, the Agency shall comply with EEOC regulations including requests for reasonable accommodations. Such examinations must be supported by objective evidence that:

1. An employee's ability to perform essential job functions will be impaired due to a medical condition, or
2. The employee will pose a direct threat due to a medical condition.

B. Union Representation: During the process to identify a fitness for duty, the employee has the right to have Union representation if they choose.

SECTION 15. JOINT PARTNERSHIP: The Labor Management Forum agenda will include discussion of EEO matters.

SECTION 16. INFORMATION AND NOTICE TO UNION AND EMPLOYEES:

A. Regulations and Reports: The Agency will provide the Union copies of regulations or statistical reports in the Agency's possession that describe the discrimination complaints process or concern discrimination complaints filed by Bargaining Unit employees. In accordance with applicable law, a summary of the results of any equal opportunity climate survey will be provided to the Union.

B. Provision of Information: Provision of any information under this Article does not preclude the Union from requesting information under 5 U.S.C. § 7114 (b) or the Freedom of Information Act.

C. Information for Grievance: If the Complainant elects to use the grievance procedure with Union representation, instead of the statutory procedure for filing a discrimination complaint, the entitlement for information shall be governed by 5 USC§ 7114.

D. Information for Statutory Procedure: If the Complainant elects to use the statutory procedure for filing a discrimination complaint, with Union representation, the Complainant and the Union shall be entitled to information under both EEOC procedures (as set forth in 29 CFR 1614.109) and 5 USC 7114.

E. Demographic Information: Upon request, the Union will be provided information relating to the demographics of the workforce to represent the Bargaining Unit employees in a potential or actual grievance. The Agency will also provide this information to the Union within fifteen (15) calendar days of receiving a written request from the Union. If needed, the Agency may request an extension for providing requested data.

F. No Fear Act: Upon request, the Agency will provide the Union with copies of any reports and plans submitted concerning the Agency's implementation of the Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act).

SECTION 17. UNION PARTICIPATION: The Union will be notified of, and provided with, the opportunity to be present in any formal discussion affecting the terms and conditions of employment during the processing of any EEO complaint as required by law (e.g., settlement discussions). The Agency will notify the Union designee as far in advance of the formal discussion as possible under the circumstances and inform him or her of the nature of the original complaint. The Union representative will be acknowledged at the start of the formal discussion and will be given an opportunity to participate in representing the interests of the workforce.

SECTION 18. NEGOTIABILITY: Where there are changes in working conditions as a result of an accommodation that triggers a duty to bargain under the Federal Service Labor Management Relations Statute (5 USC 7101) and upon the establishment of additional programs (e.g. Affirmative Employment Plan, or collateral duty counselors) the Agency will provide notice and the opportunity to bargain IA W the Mid-Term Bargaining Article of this CBA.

PROFESSIONAL STANDARDS

SECTION 1: PROFESSIONAL STANDARDS GUIDE: The current separate Professional Standards Guides for FBCH (27 November 2016) and WRNMMC (No. 1000.02, 2015) shall remain in force and applicable to the respective bargaining unit employees of each MTF, except as outlined herein, for the life of this contract. Employees who work at more than one MTF shall follow the Professional Standards Guide of the MTF where they are physically located. The WRNMMC Professional Standards Guide applies to WRNMMC, DTHC, JPC and IRMAC.

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

SECTION 3: DRESS CODES AND UNIFORMS: Issues relating to dress codes, uniforms (including scrubs), personal appearance and apparel shall be governed by the applicable provisions of this CBA.

SECTION 4: DISCIPLINE: Notwithstanding the language on the FBCH employee signature form, it is the Policy of the Agency not to use the violations of the Professional Standards Guides as the basis for proposing formal disciplinary action. The agency may consider compliance with the professional standards in their determination of an appropriate level of discipline. However, Deciding Officials in Disciplinary/ Adverse Actions, per Douglas Factor Number 9, may consider the clarity with which the employee was on notice regarding any rules that were violated in committing the offense, or whether or not the employee had been warned about the conduct in question for documented allegations of non-compliance with Professional Standards if appropriate to the case before them.

DRESS CODE AND ATTIRE

SECTION 1. GENERAL: The Agency and Union agree that standard dress codes help to maintain a professional work environment. The grooming standards for bargaining unit employees are those set forth in Agency Instructions relating to Dress Code and Attire, except as modified by the provisions set forth below. Civilian employees are expected to comply with reasonable dress and grooming standards based on working conditions IA W safety and health standards.

SECTION 2. DRESS AND GROOMING STANDARDS: Dress and grooming standards should be similar to those in private sector medical facilities. Civilian employees' clothing and dress will be in good taste, in accordance with decorum and social usage. Employees are expected to dress modestly, as appropriate to a professional, businesslike atmosphere. Personal cleanliness will be maintained by all employees. In an office environment, employees are to dress accordingly to encourage productivity, health, safety and type of position occupied.

A. Inappropriate Attire: The following examples may be considered indicators of inappropriate dress:

1. **Skirts:** Skirt length shall be no shorter than 2 ½ inches above the top of the knee when standing, may not be tight fitting and should be tasteful. Skorts are not permitted.
2. **Shirts:** Shirts shall be professional and not overly revealing or translucent. No tank tops or spaghetti straps (unless covered by another garment), midriff-baring shirts, or t-shirts printed with visible profane, suggestive, or potentially inflammatory words or illustrations.
3. **Pants:** Pants should fit appropriately (not be overly tight fitting or baggy in appearance). Spandex, leggings, fish-net stockings, athletic wear, shorts, and sweat suits shall not be worn as outer garments. Denim pants may be worn when approved in advance or on an approved departmental basis. When worn, the denim pants must be clean, have no holes, and present a professional appearance.
4. **Jewelry:** All personal jewelry, to include religious jewelry, should be tasteful, not elaborate or excessive, and must not interfere with the employee's work function or present a safety and health consideration.
5. **Hair:** Hair shall be clean, neat, and of a natural color. Shoulder length or longer hair shall be pulled back or covered where there is a health or safety consideration, especially in a clinical area. All dining facility employees will wear hair nets and appropriate headwear. Facial hair may not interfere with the use of Personal Protective Equipment (PPE).

6. Footwear: Shoes must be worn and will be appropriate for the type of work performed and proper for the area or setting in which the work is performed. Shoes should be kept clean and in good repair. No open toe shoes may be worn in any clinical area. Heel heights shall be practical for the work area and not cause tripping hazards. Shoelaces should be clean, in good repair and tied at all times.

7. Sunglasses: Sunglasses are to be worn indoors only if prescribed by a physician or required for the job and or as an element of job responsibility (e.g. Police Officers).

8. Body Art: Offensive tattoos and body art shall be appropriately covered so as not to be visible. Tattoos and body art, if visible, shall not be extremist, indecent, sexist, or racist. If so, they must be covered so as to not be visible.

9. Fragrance: Fragrance or perfume, after-shave lotion and scents of any kind will be used sparingly and with great discretion so as not to offend others.

10. On-stage Use of Personal Wireless Communication Devices: All personal electronic devices should be placed on "silent" or "vibrate" mode. Personal electronic devices will not be used by staff in patient "on-stage" areas, including the wearing of blue tooth type ear pieces and headphones. Blue-tooth devices may be worn while operating a motor vehicle consistent with the appropriate State and Federal law.

11. Fingernails: Employees involved in direct patient care are expected to keep natural nail tips less than $\frac{1}{4}$ inches long. Nail polish, if worn, is to be neat in appearance and unchipped. All personnel will keep finger nails clean and neatly trimmed.

12. Artificial Fingernails, Nail Jewelry, or Nail Art: Artificial nails are defined as any artificial materials such as acrylics, overlays, wraps, and tips or bonding materials. Employees delivering direct patient care may not have artificial nails or wear nail jewelry or nail art while on duty.

B. Uniform Attire: Besides personnel working in the operating room setting (e.g. main operating room, labor and delivery and associated operating rooms), civilian personnel administering direct patient care or medical or diagnostic procedures are required to wear government issued hospital uniform or comparable commercial, health care uniforms (to include commercially designed scrubs) provided at their own expense. Civilian employees not required to wear uniforms will wear appropriate civilian attire (see Uniform Article for scrubs).

SECTION 3: ENFORCEMENT: Every effort will be made to resolve dress code issues in a fair and equitable manner without the need to resort to disciplinary action.

A. Appeal: A decision by the first line supervisor that an employee's appearance is "inappropriate" may be appealed immediately to the employee's Department Head or designee.

No action will be taken against the employee until the Department Head or designee has considered and ruled upon the issue.

B. Corrective Action: The Department Head may require the employee to take reasonable corrective action depending upon the nature of the inappropriate attire or appearance as provided below:

1. First Instance: The employee shall be given verbal corrective counseling by the Department Head or his or her designee regarding inappropriate attire or appearance of the Professional Standards of Excellence. The Department Head may authorize the employee up to a maximum of two (2) hours Administrative Leave to correct a violation. Any additional time used by the employee will be charged to the employee's leave.

2. Second Instance: Any second instance of similar nature, the employee may be allowed to use up to two (2) hours of his or her annual leave to correct the violation. If the employee is unable to correct the violation within two (2) hours, the employees shall be sent home and charged AWOL for the remainder of the day. The employee may also be subject to disciplinary action.

3. Upon request, the employee will have a right to representation in any meeting with the Department Head or designee.

4. The decision of the Department Head or designee is final but is subject to the Negotiated Grievance Procedure of this CBA. Any Grievance shall be filed at the second-step with the Department Head or designee.

SECTION 4. NOTIFICATION OF IMPLEMENTATION: Upon implementation, Town Hall meetings or joint training sessions shall be conducted to explain to employees these requirements. The Union shall be provided the opportunity to explain these standards during New Employee Orientation.

SECTION 5. MIDTERM BARGAINING: In accordance with the Midterm Bargaining Article of this contract, the Union shall be provided notice and an opportunity to bargain prior to the implementation of any new Dress Code and Attire standards.

UNIFORMS

SECTION 1. PURPOSE:

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

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

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

SECTION 3. ALTERATIONS AND REPAIRS: The Agency will be responsible for the initial alterations, embroidery, and tailoring required such that the issued uniform is properly fitted and meets Agency requirements. With the written permission of the Agency, employees may have their names embroidered on their uniform items or otherwise alter, change or tailor the prescribed and issued uniforms. The Agency agrees to make provisions for turn-in and reissue of uniforms due to normal fair-wear-and-tear which will be accomplished without cost to the employee.

SECTION 4. IDENTIFICATION INSIGNIA:

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

UNIFORMS

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

SECTION 5. TIME TO CHANGE IN AND OUT OF UNIFORMS: This subject is addressed in the Hours of Work Article (Section 1-D8) of this CBA.

SECTION 6. STORAGE:

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

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

SECTION 7. CHANGES: Any proposed changes in the current style, color, texture, or design of uniforms currently in existence shall be forwarded to the Union for bargaining. Nothing will prevent the Parties from negotiating to establish requirements for determining an initial and annual uniform allowance.

SECURITY PERSONNEL

SECTION 1. GENERAL PROVISIONS: These provisions apply to the Police force at FBCH, and will be reopened if any of these positions are re-classified.

A. Chain of Command: Police Officers will have a clear and specific Chain of Command that will be provided in writing to Civilian Police Officers upon completion of training.

B. Tour of Duty: The Parties agree to negotiate a separate work schedule agreement to cover specific tour of duty options for Police Officers at FBCH, which may include Alternate Work Schedules (AWS). The assignment of shifts shall be on a fair and equitable basis. Work schedules currently in place for bargaining unit employees at the time of this agreement shall remain in effect until the Agency negotiates subsequent work schedule changes with the Union prior to implementation.

C. Eating Facilities: When patrolling, Police Officers shall be allowed to stop in their Government Owned Vehicles (GOV) at a facility providing food on the Fort Belvoir installation. The employees who are conducting authorized activities off-base shall be authorized to utilize eating facilities within a reasonable distance of their assignment or along travel route going to or returning from their assignment.

D. Duty Time: Police, when required to work overtime, shall not exceed more than sixteen (16) hours of work in a 24-hour period. There shall be a rest period of at least nine (9) hours rest between ending a work shift and beginning the next shift.

E. Lockers: A locker will be provided in the vicinity of the FBCH police offices to each police officer for their use and adequate storage of their equipment, with controlled-access restrooms for the use of Police.

F. Space Availability: The Agency and the Union agree to explore the option of dedicated locker rooms for the police at FBCH. In addition, they will also explore arrangements through the contractor for training and office space at the satellite clinics.

G. Use of Telephones: Police will have access to telephones with off-post access. Use of government telephones by employees will conform to all laws, regulations, or other directives in effect and applicable to federal government employees.

H. Training and Briefing: Room OL.232 shall be reserved for the use of the police. All other use shall be coordinated through the police department.

I. Indemnification: In the event that a lawsuit is filed against an Employee in his or her individual capacity for actions taken within the scope of his or her employment with the U.S. Government, the Employee may submit a written request for legal representation by the Department of Justice (with a copy to the Union) in accordance with 28 C.F.R. § 50.15. Where the Employee is acting within the scope of his or her office or employment, the Westfall Act, 28 U.S.C. § 2679, provides that the exclusive remedies shall be against the United States. The Agency agrees to forward such requests for representation in an expeditious manner, to the Department of Justice for a determination as to whether representation will be provided. If the Attorney General refuses to certify that an Employee was acting within the scope of his or her employment, the Employee may request review of this decision in the United States District Court in accordance with 28 U.S.C. § 2679(d)(3).

J. Attendance at Funerals: The Chief of Police will consider employee requests to attend the funerals of Police Officers and Military Personnel on a case-by-case basis. Where the Chief of Police determines that such representation is in the best interests of the Agency, employees detailed to attend such funerals will be in an official duty status and in full dress uniform, (i.e., long sleeve shirt, campaign hat, tie, and sidearm). Wearing of black ribbon on the uniform may be authorized for 30 days from the time of death.

K. Right to Refuse an Unlawful Order: Employees shall have the right, in good faith, subject to disciplinary action if incorrect, to refuse to carry out an order which is unlawful. Before taking disciplinary or adverse action against an Employee for refusing to carry out an order, the legality of which has been called into question, Management will give the Employee the opportunity to identify the statute or regulation violated and discuss the issue with the Employee.

SECTION 2. ACADEMY TRAINING:

A. Notice: Employees will be given at least 30 days advance notice of their scheduled academy start date.

B. Travel: Employees may be authorized travel expenses IAW Joint Travel Regulations.

C. Prerequisites: Requirements to attend the academy will be IAW AR-190.56 .

SECTION 3. WEAPONS TRAINING AND QUALIFICATIONS: The Agency recognizes that the proficiency in law enforcement operations including job knowledge of the use of firearms and use of deadly force is of the highest priority. A standardized qualification test will be adopted IAW AR-190.56. Once adopted, the Union will be provided with written notice and an opportunity to bargain any changes to the weapon qualification standards.

A. Requalification: An annual requalification will be administered to all personnel performing Police Officer functions. Failure of an officer to meet minimum passing or qualifying standards in any qualification or requalification course will result in remedial training and re-examination by a certified firearms instructor.

B. Remedial Training: Remedial training will be provided as soon as is reasonably practical to all officers failing to recertify and or qualify. If the officer fails the first remedial qualification their law enforcement status shall be suspended and the officer may be temporarily reassigned pending their final qualification test. If an officer fails to recertify after two (2) remedial attempts, management may determine that the employee fails to meet the condition of employment. The remedial training and requalification process shall be accomplished within 120 days.

C. Upkeep, Repair and Replacement of Weapons: Police Department personnel are responsible for general cleaning of Agency issued firearms or weapons. The Agency will repair any firearms or weapons deemed unsafe or non-serviceable.

SECTION 4. PHYSICAL ABILITY TEST (PAT):

A. Diagnostic PAT: The diagnostic PAT will be administered to newly hired employees only, in order for management to assess the physical fitness of the employee and provide a benchmark for the employee to sustain or improve his or her physical fitness.

B. Time for Physical Conditioning: The Agency recognizes that PAT provides a minimum standard with a pass/ fail system. All employees will be afforded access, subject to applicable policy and mission requirements, to the civilian fitness and wellness program for the purpose of physical conditioning.

C. Testing Conditions: Employees will not be required to participate in PAT in extreme or inclement weather. Water and restroom facilities will be provided and medically trained personnel will be present at all times

D. Alternative Events and or Delay of Testing: Determinations of eligibility for alternate events and or delayed testing will be made by Occupational Health on a case-by-case basis, based on proper medical documentation, and remain in effect as determined by Occupational Health. The Agency may authorize the use of alternative events in other circumstances as well.

E. Retesting: Should an employee fail, retesting for record purposes will take place no sooner than ninety (90) days after the failed test. Within the ninety (90) day period a diagnostically administered test will be offered. If the employee chooses to take the diagnostic test and passes, it will be used as the test of record; a failure will not be counted. Management will consider employee efforts and improvements before taking administrative action against an employee based on the outcome of a PAT.

SECTION 5. RECORDS AND OTHER CERTIFICATIONS: Should the Agency institute the use of any additional police devices or technology, applicable training and requalification or recertification requirements shall be met, including annual requirements where necessary. All required training and firearms certification shall be noted in the employee's training records. The Union shall be provided with these records upon request to LMER. Employees will have an opportunity to review their weapons and PAT training records.

SECTION 6. POLICE OFFICER HEALTH AND SAFETY:

A. Operation of Equipment and Unsafe Conditions: See the Health and Safety Article of this CBA.

B. Police Vehicles: All patrol vehicles shall be equipped with appropriate safety and emergency equipment. Those vehicles that are marked will be clearly identifiable with the appropriate insignia.

C. Transportation of Hazardous Materials: The agency will pay for employees to recertify the Hazardous Endorsement for their Commercial Driver's License. The time spent in obtaining this endorsement will be considered duty time. Hazardous Duty Pay for Transporting Ammunition will be paid in accordance with the applicable law.

D. Transportation of Officers: All vehicles will be equipped with Bio Kits and cleaning supplies to sufficiently clean the vehicles. No officer will be transported or be required to ride in any unsanitary compartment area of a police unit.

E. Protective Gear: The Agency will issue appropriate clean and sanitary protective gear and equipment to employees to ensure as safe a working environment as possible and in accordance with all applicable laws and regulations.

1. Hearing and Eye Protection: The Agency will provide hearing and eye protection when required, and the employees will use it.

2. MOPP Gear: When provided, Chem-Bio Personal Protective Equipment (MOPP Gear) is provided by the Agency. If provided, it will be issued at Force Protection Condition (FPCON) Charlie or Delta, dependent upon installation Anti-Terrorism (AT) Plan. When issued, it will be worn upon order to "Don MOPP Gear". Police Officers will not be ordered to go into a warm or hot zone without MOPP Gear. Storage and issuance will be controlled by the Police Department.

F. Unsafe Conditions: Except when exigent circumstances otherwise require, no Police Officer shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices.

G. Sanitation Needs: When Police Officers are assigned to work posts where no facilities are available for securing water and taking care of sanitation needs the Agency shall make appropriate arrangements to accommodate the employee's needs. When an employee's work hours are extended on post, the Agency will make appropriate arrangements to make food and water available on-site or provide relief as needed to the employee.

SECTION 7. OFF-BASE ACTIVITIES: The Police Officers who are conducting authorized job related activities off-base in government vehicles shall be authorized to any issued firearms and official credentials during such authorized activities. Employees shall comply with all use of force regulations while involved in such activities and will carry Agency identification designating they are law enforcement officers.

SECTION 8: POLICE OFFICER LIMITED DUTY ASSIGNMENTS: In accordance with the Reasonable Accommodation Article of this CBA, the Agency agrees to utilize, to the extent practicable, those unit Police Officers who are medically restricted either temporarily or long term, as long as their services can be used effectively and in a way to not cause harm to themselves or others. The Agency shall utilize these employees within the FBCH Police Department whenever possible. This policy shall be applied to both on-the-job and non-job related illnesses and conditions or injuries which require medical restrictions.

SECTION 9: POLICE OFFICER UNIFORMS: The Agency will provide Police Officers at FBCH with certain items and their replacements. The Agency will provide an allowance for items not issued by the Agency in accordance with 5 U.S. Code § 5901 - Uniform allowances. The Police Officer will not be required to use personal funds for mandated uniform items. The Agency agrees to establish a system that provides for the expeditious acquisition of uniforms. The uniform shall be cleaned and maintained so as to present a professional appearance.

A. Agency Provided Equipment: The Agency will provide each officer with the following items at Agency expense:

1. Ballistic armor vest
2. Three season jacket
3. Rain Jacket
4. Police credentials (breast badge, wallet badge, shoulder patches and ID card)
5. All appropriate duty leather gear (gun belt, holster, handcuff pouch, etc.)
6. Flashlight
7. ASP baton
8. Taser
9. Pair handcuffs
10. Ball Cap

B. Body Armor: The employees will wear issued body armor while on duty or its equivalent if purchased by the employee. Issued or purchased body armor shall be new or, if used, not past the manufacturer's expiration date. If the Agency is not able to provide body armor that meets these criteria, the employee shall be assigned duty that does not require the wear of body armor.

C. Uniform and Equipment Recommendations: The Agency will consider recommendations from the Union concerning addition or modifications to uniforms or protective clothing and equipment. Such recommendation will be articulated via memorandum or email to the appropriate management official and will contain sufficient detail to adequately describe the

suggested addition or change, and the reason(s) for the addition or change. The Agency will provide a timely written response to the recommendation.

D. Initial Allowance: The purpose of the initial uniform allowance is to help pay (defray) the initial cost of the required uniform. The initial allowance shall be \$800.00. The Agency shall submit the request to DFAS within 14 days of entry on duty, with the goal of payment for the uniforms being provided to new employee within sixty (60) days after he or she is first hired.

E. Officer Purchased Items: The list of items will be purchased within 10 Calendar days of receipt of the initial allowance. New Employees who have not received the allowance are required to wear business casual attire.

1. 4 5-11 Navy Blue Traditional Pants Wool Blend or Taclite
2. 2 5-11 Navy Blue Traditional Shirt Long Sleeve Wool Blend or Taclite
3. 2 5-11 Navy Blue Traditional Long Short Sleeve Wool Blend or Taclite
4. 1 Pair Black Boots
5. 6 Pairs Black Socks
6. 3 Black T-Shirts
7. 2 Gold or Silver Name Plates
8. 1 Midnight Blue Tie (optional)
9. 1 Gold Tie Bar (optional)
10. 1 Rank Insignia
11. 1 Commando Crew Neck Black Sweater (optional)
12. 1 Pair of Black Gloves
13. 1 Agency Designated Long Sleeve Navy Blue Polo Shirt
14. 1 Agency Designated Short Sleeve Navy Blue Polo Shirt

F. Annual Sustainment allowance: The purpose of the sustainment allowance is to help defray the cost for supplemental uniform items or for fair wear and tear of uniform pants. The sustainment allowance shall be \$600.00 and will be paid to all employees no later than the month of April. Additional allowance of up to \$200.00 towards the cost of the purchase of uniform will be provided if supported by receipts for uniform items purchased that fiscal year. One year after the effective date of this CBA, either party may reopen this article in regard to the sustainment allowance with a 30 day notice.

G. New Uniform Requirements: The implementation of any new or additional uniform requirements will not be effective until receipt of the next annual sustainment allowance. If the cost of new or additional uniform requirements exceeds the initial or sustainment allowance, as applicable, allowances will be supplemented up to \$800.00.

H. Accountability: Not less than thirty (30) days after the receipt of funds from DFAS and not more than two hundred forty (240) days after receipt of the initial allowance or sustainment allowance, the Agency may, upon ten (10) days written notice to an employee, request an employee to provide proof of purchase or possession of the items contained in the list of officer purchased items above. If the employee cannot establish purchase or possession of the items in

the list, the employee will have ten (10) days to obtain the items at the employee's expense and provide to the Agency proof of purchase or possession.

I. Damage: If an employee sustains damage to required uniform or equipment items in the course of an employee's duties, it will be replaced by the Agency. It is the responsibility of each employee to notify the Agency if the equipment issued to them is not serviceable or has exceeded its recommended service life. The Union and the employee will be informed if the equipment is unavailable through the supply system or if budgetary constraints preclude the provision of such equipment. Upon request, the Union will be informed the status of equipment availability.

J. Return of Equipment: All equipment issued by the Agency will be returned upon departure from the Agency, or be subject to recoupment of cost.

K. Donning and Doffing: Employees will be afforded fifteen (15) minutes of duty time at the beginning and the end of the shift to donning or doffing of the uniform.

SECTION 10. ALTERNATIVE UNIFORM GUIDANCE :

A . Seasonal Wear: Police officers shall normally wear seasonal items as directed by the Agency, but may use discretion to wear alternate uniforms when temperatures are unseasonably warm or cold so as to cause discomfort if the assigned uniform is worn.

B. Business Casual Attire: The Parties agree Police Officers may wear business casual dining in-service annual training (except Police Academy), all other training, i.e., Nonlethal Weapons (NLW), firearm range, Emergency Vehicle Operations Course (EVOC), Cardiopulmonary Resuscitation (CPR) and respirator, may wear polo shirts on "Spirit Days", holidays and weekends, or when otherwise approved.

C. Light Duty Attire: Light duty officers also may wear business casual attire. When a medical condition requires a bargaining unit employee to be in an unarmed status and the employee is assigned to work outside of the Police Department, the employee may wear business casual attire.

SECTION 11: LAW ENFORCEMENT CREDENTIALS

A. Badges and Identification: Each law enforcement officer employee of the bargaining unit shall be issued DoD Police badges and identification cards. The identification cards will provide proper police credentials that meet the standard of Law Enforcement Officer Safety Act (LEOSA) and DoDI 5525.12. When and if the Agency initiates changes, the Agency agrees to notify the Union accordingly and engage in impact and implementation bargaining where appropriate.

B. Official Credentials: Police Department employees official credentials will be authorized for use in establishing officers law enforcement employment status for purposes of demonstrating conformity with 18 U.S.C. § 926(b). Officers may display their agency credential for this purpose. The Agency will not impede, interfere with or discourage use of law enforcement credentials for purposes of establishing bona fide law enforcement employment status under 18 U.S.C. § 926(B), nor interfere with the authority to carry personal weapons under that statute.

C. Retirement Identification Card: Upon retirement, GS-0083 police officer bargaining unit members may, upon request, receive a retirement identification card. In addition, upon request, retiring officers will, subject to availability, receive an FBCH Police Identification card marked "RETIRED".

SECTION 12: POLICE COMMUNICATIONS: All parties agree that a reliable radio communications system is necessary to ensure successful mission accomplishment. The Chief of Police and the Union will work together to report radio system discrepancies to appropriate base officials, and to ensure that corrective actions will be given the highest priority possible.

A. Training: The parties also agree communications and operational security concerns necessitate development of special procedures. These radio communication procedures will be published and distributed to all employees.

B. Effective Communications: The Chief of Police and the Union will meet to develop a system to ensure officer safety in those areas where communications are ineffective.

TOBACCO USE

SECTION 1. PURPOSE: The Agency and the Union agree that tobacco use is a legitimate health hazard and is in the joint interest of both Parties to encourage voluntary cessation of tobacco use. In accordance with applicable law, the Agency's Tobacco Use procedures for bargaining unit employees will be as set forth in the Memorandum "Tobacco Use within the National Capital Region Medical Directorate", except as modified by the provisions set forth below.

SECTION 2. DEFINITIONS:

1. Tobacco Products: any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product. Tobacco products include the use of smoking (e.g. cigarettes, cigars, and pipes) and smokeless tobacco (e.g. spit, plug, leaf, snuff, dip, and chew).

2. Nicotine Delivery Device: any FDA approved device that delivers a dose of nicotine, including such as nicotine inhalation therapeutic devices (e.g. Nicotrol).

3. Electronic Cigarettes (e-cigarettes): battery-operated devices designed to deliver vaporized nicotine and other chemicals when inhaled.

SECTION 3. DESIGNATED TOBACCO AREAS

A. Indoor Area: Smoking or use of tobacco products is prohibited in all interior spaces. Only FDA approved Nicotine Delivery Devices used for nicotine replacement therapy are authorized for indoor use in non-public areas.

B. Outdoor Area: Designated tobacco areas (DTA) may be established at any building, parking area, or property owned, leased, or controlled by NCR-MD at a distance of not less than 50-feet away from of air intake ducts and common points of entry/egress that are routinely used by patients, residents, employees or staff.

C. Access to DTA: The Agency will continue to provide reasonable access to all currently designated tobacco areas at all worksites. The Agency will bargain over any changes to the location of existing DT A that are within its control.

D. Vehicles: The use of tobacco products in government vehicles is strictly prohibited. The use of tobacco products is not prohibited in personally owned vehicles during arrival or departure from the parking garages or while parked in authorized outdoor parking locations.

E. Ashtrays and Receptacles: The Agency will provide adequate ashtrays or receptacles, where appropriate, in which tobacco products can be safely discarded.

F. Signage: Appropriate signage will be installed to clarify where the use of tobacco products is not permitted by terms of this Article.

SECTION 4. TOBACCO BREAKS: Time spent for tobacco use shall only occur during approved break periods as outlined in the "Hours of Work" Article of this CBA.

SECTION 5. TOBACCO USE CESSATION AND SUPPORT SERVICES:

A . Voluntary Basis: For all employees who wish assistance in eliminating their dependence on the use of tobacco products, the Parties will encourage enrollment on a voluntary basis in authorized Tobacco Cessation Programs (TCP), with TCP applying to all tobacco products.

B. Federal Employee Health Benefit Option: Tobacco cessation resources are available to all Federal employees through Federal Employees Health Benefits (FEHB) plans which are required to provide comprehensive, barrier free coverage including counseling and medication. These benefits are provided with no copayments or coinsurance and are not subject to deductibles, annual or life time dollars. Employee participation in TCP services obtained through their health benefits plan will be considered as an authorized (i .e., approved) program by the Agency.

C. Agency Sponsored Tobacco Cessation Program: The Agency will provide TCP services, at no cost to the employee, in accordance with 5 U.S.C. § 7901(c)(4), under the following conditions:

I. The employee chooses not to or cannot obtain no-cost TCP services through their health benefits plan (e.g., FEHB).

2. The employee shall be allowed to attend classes on duty time, workload permitting, that are scheduled during their work time.

3. The Agency shall offer tobacco cessation medications, available in the DoD formulary, for employees who make a written request indicating that they wish to quit using tobacco to a health unit physician, nurse, Employee Assistance Program counselor or other designated person . Such therapy shall be available regardless of whether the employee is participating in an on-site classroom program or in a self-initiated process. Employees requesting nicotine replacement therapy in such circumstances shall be considered as participating in the Agency's TCP. Prescriptions for nicotine replacement therapy may be filled at the Agency pharmacy.

4. The Agency will offer employees on-site or telephone counseling services. Use by bargaining unit employees of such counseling services shall not be mandatory or required.

SECTION 6: ENFORCEMENT: Every effort will be made to resolve tobacco use issues in a fair and equitable manner without the need to resort to disciplinary action.

A. Corrective Action: The supervisor may require the employee to take reasonable corrective action, depending upon the nature of the use of tobacco (other than that which occurs inside of a privately owned vehicle as set forth in Section 3D above).

1. First instance: The employee shall be given verbal corrective counseling by the supervisor.

2. Second Instance: For any second instance of similar nature, the employee may be subject to disciplinary action in accordance with the Disciplinary Article of this CBA.

B. Union Representation: Upon request, the employee will have the right to representation in any meeting regarding actual or alleged infraction of this Article.

SECTION 7: NOTIFICATION: Upon implementation, Town Hall meetings or joint training sessions shall be conducted to explain to employees of these requirements. The Union shall be provided the opportunity to explain these standards during New Employee Orientation.

DRUG-FREE WORK PLACE

SECTION 1. PURPOSE: The Agency and the Union agree on the importance of promoting a Drug-Free Workplace. The Agency will implement and conduct the Drug-Free Workplace Program (DFWP) in accordance with the applicable Executive Order, laws, rules and regulations, Health and Human Services guidelines, Office of Personnel Management (OPM), Department of Defense (DoD) regulations.

SECTION 2. TRAINING FOR EMPLOYEES AND SUPERVISORS: All materials to be used in training bargaining unit employees regarding drug testing shall be provided to the Union for review and comment. Union representatives shall be allowed to attend and take part in such training.

SECTION 3. RELEASE OF INFORMATION PERTINENT TO THE DRUG TESTING PROGRAM: Upon written request by the Union, the Agency agrees to provide information pertinent to the drug testing program, but only to the extent that the release of such information is allowed by applicable laws and regulations.

SECTION 4. DFWP NOTICE TO EMPLOYEES: Prior to the implementation of or modification to the drug testing program, a written sixty (60) day Drug Testing Notice will be issued to all employees. An Employee who is not at work to receive the notice will be issued the notice by both regular and certified mail to their address of record. The Notice shall include:

1. The purpose of the Program;
2. Information regarding both voluntary and mandatory testing, and the circumstances under which both random and reasonable testing may occur;
3. The availability and procedures necessary to obtain counseling and rehabilitation through the EAP. That all medical and rehabilitation records in an EAP will be deemed confidential "patient" records and may not be disclosed without the prior written consent of the patient, an authorizing court order, or otherwise permissible by Federal law;
4. That the laboratory assessment is a series of tests which are highly accurate and reliable, and that, as an added safeguard, laboratory results are reviewed by the Medical Review Officer (MRO);
5. That the employees will have the opportunity to submit medical documentation justifying lawful use of a drug that led to a positive test;
6. That positive test results verified by the MRO may only be disclosed as outlined in Section 10 below.
7. An individual notice will be provided to employees in a TDP prior to the commencement of testing.

SECTION 5. TESTING DESIGNATED POSITIONS: A Testing Designated Position (TDP) is a position approved for random testing by the Department of Health & Human Service (DHHS) Interagency Coordinating Group Executive Committee, Substance Abuse and Mental Health Service Administration (SAMHSA). The Union will be provided a copy of the current TDP positions. If the Agency proposes to add additional TDP, it will notify the Union and provide the proposed justification which will be submitted to SAMHSA, and consider the Union's comments prior to submission.

SECTION 6. TESTING CATEGORIES: The Parties agree that the testing referred to by the term "drug test" currently means "urinalysis." Employees may be subject to:

A. Random Testing: Only employees on the TDP list will receive a 30 day written notice:

1. That the employee's position has been designated a "Testing Designated Position;
2. Informing them that they are subject to random drug testing to begin no earlier than thirty (30) days from receipt of such notice;
3. An explanation of the types of drugs for which testing will be conducted, the consequences of failure to report for testing as directed or refusal to furnish a urine specimen, and consequences of a positive drug test.
4. An explanation of the provisions of "Safe Harbor" including that the employee will have the opportunity to voluntarily admit to being a user of illegal drugs and to receive counseling or rehabilitation, in which case disciplinary action is not required (see below, Safe Harbor);
5. Notice of Test: An individual selected for random testing shall be notified the same day the test is scheduled. The Supervisor will notify the employee with the Employee Notification Form in private and in person, no earlier than two (2) hours before they must report to the test. The supervisor shall explain to the employee that they are under no suspicion of taking drugs and that their name was selected randomly.
6. Deferral of Testing: An employee selected for random drug testing may obtain a deferral of testing if the employee's first-line and higher-level supervisors concur that a compelling need necessitates a deferral on the grounds that the employee is:
 - a. In a leave status (sick, annual, administrative, or leave without pay), or

- b. In official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification;
- c. Engaged in duties such that absence of the employee for testing could potentially cause undue harm to an individual patient's care;
- d. Off-Site, and unable to report to the test site within the window provided.

7. Post Deferral: An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

B. Reasonable Suspicion Testing: All employees, regardless of TDP designation, may be subject to testing based on a reasonable suspicion that the employee used or uses illegal drugs. Reasonable suspicion testing may be conducted on employees for on-duty or off-duty use, possession, or physical symptoms of drug impairment while on duty. Employees may also be subject to drug testing due to involvement in a work related incident or safety mishap, and as part of a follow-up to rehabilitation and/or counseling program.

1 . In the event that drug testing is ordered based on reasonable suspicion, the Agency agrees to provide written notice to the affected employee. The notice will explain the basis of the reasonable suspicion, the consequences of refusal to submit to the drug test, and the consequences of a positive drug test.

2. Reasonable suspicion does not require certainty; however "hunches" or "rumors" are not sufficient to meet this standard. The suspicion must be based upon specific objective facts and inferences drawn from these facts such as:

- a. Observable phenomena such as direct observation of drug use or possession of drugs or paraphernalia and/or the physical symptoms of being under the influence of a drug.
- b. A pattern of abnormal conduct or erratic behavior that evidence symptoms of drug use.
- c. Information provided by credible sources or independently corroborated.
- d. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.
- e. Newly discovered evidence that the employee has tampered with a previous drug test, such as the temperature or color of the urine sample.

3. Procedures:

a. If an employee is suspected of using illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion. This information will be presented to the next level supervisor or a higher-level individual above the supervisor making the finding that a reasonable suspicion of illegal drug use exists. The Drug Program Coordinator and the DHA Office of General Counsel shall be informed immediately.

b. When higher-level concurrence (e.g., usually 2nd level supervisor) of a reasonable suspicion determination has been made, the appropriate supervisor will promptly prepare a written report detailing the circumstances which formed the basis to warrant the testing. This report should include the appropriate dates and times of reported drug related incidents, reliable and/or credible sources of information, rationale leading to the test, and the action taken.

C. Safe Harbor (Follow-up) Testing: Safe Harbor provides that Agency will not take disciplinary action against an employee who voluntarily admits to illegal drug use, obtains counseling or rehabilitation under the Employee Assistance Program and thereafter refrains from using illegal drugs. In addition, employees may be tested for the purposes of counseling or rehabilitation (outside of Safe Harbor).

1. It is understood that, in the case of voluntary self-referral for "Safe Harbor" the employee consents in writing regarding the sharing of information with the appropriate management and EAP officials of all counseling and rehabilitation records and information related to the illegal use of drugs.

2. Upon such voluntary disclosure, a Safe Harbor determination is made which protects the employee from discipline or further adverse actions from the voluntary disclosure.

3. The Safe Harbor option shall not be available to an employee after notification of a random drug test request or drug usage being identified through other means, such as reasonable suspicion drug testing directed by a supervisor, or upper level management.

D. Voluntary Testing: Participation or non-participation in voluntary testing will neither advantage nor disadvantage employees.

SECTION 7. CONSENT FORMS: No Employee shall be required to sign any document associated with the drug abuse testing program stating he or she agrees with it, when, in fact, he or she does not agree with it. This does not preclude employees from being required to sign documents indicating that drug testing is compulsory and informing the employee of the consequences of refusing to cooperate in the program. Employee signature on such documents will signify notice and understanding of the terms of the document.

SECTION 8. TESTING SITE:

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

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

C. Instructions: The Agency will provide step-by-step instructions for collection to employees at the testing site.

SECTION 9. COUNSELING AND REHABILITATION:

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

B. Return to Duty: The Agency shall not allow any employee to remain on duty in a sensitive position who is found to use illegal drugs prior to successful completion of rehabilitation through the EAP. However, as part of a rehabilitation or counseling program, the Agency may, at its discretion, allow an employee to return to duty in a sensitive position if it is determined that this action would not pose a danger to public health or safety or the national security.

SECTION 10. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION:

A. General:

1. The Agency agrees that the results of an individual employee's drug test may be released only to those officials with a "need to know" such as the Medical Review Officer (MRO), the Drug Program Coordinator (DPC), the Employee Assistance Program Administrator (EAP), the Employee's Union representative, any supervisor or management official within DOD who has authority to recommend, decide, or process an adverse action against the employee, a court of law or administrative tribunal, or to any other authorized personnel as outlined in applicable laws and regulations.

2. Except for disclosure to those officials with a "need to know", an employee's test results may not be disclosed without the prior written consent of the employee.

3. The Agency agrees that an employee who is the subject to a drug test will, upon written request to the Drug Testing Program Coordinator, have access to any records relating to such drug test and the result of any relevant certification, review or revocation of certification proceedings of the drug testing laboratory, as referred to in Section 503 of Public Law 100-71.

4. Counseling and rehabilitation records and information not related to the illegal use of drugs shall not be released.

B. Confidentiality of Rehabilitation Records: Procedures for release of information about treatment to medical personnel and courts will be governed by this Agreement and applicable law. Release of information to supervisors and/or managers will strictly be limited to the employee's successful continuation in the program, except in the following circumstances:

1. Where there is a direct and immediate impact of the employees treatment information upon the health and safety of the employee or others;

2. Where the employees written consent is obtained;

3. Where the employee is under investigation for serious misconduct, such as theft, acts of violence, or threats.

SECTION 11: ADVERSE ACTIONS: Disciplinary actions may be taken for such cause as will promote the efficiency of the service and for just cause. The Parties recognize the principles of progressive discipline and agree to endeavor to follow those principles in both disciplinary and adverse actions. Employees who fail a drug test may be offered a Last Chance Agreement (LCA) under the provisions of Section SC of Adverse and Disciplinary Actions Article of this CBA.

SECTION 12. OFFICIAL TIME: Should the Agency propose or take disciplinary action against an employee relative to the DFWP, the employee will be allowed to prepare his or her response or grievance, in accordance with the negotiated grievance procedure. Should the employee request a Union representative's assistance in preparing such a response or grievance, the Union representative will be allowed official time for such representational duties consistent with the Official Time Article of this CBA.

SURVEILLANCE

A. General: The Parties recognize that surveillance is conducted for safety and internal security reasons.

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

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

C. Future Negotiations: The Union is not precluded from any further negotiations on the impact and implementation of covert or hidden electronic camera surveillances.

D. Expectation of Privacy: The Agency shall not use any electronic surveillance devices (including sound, voice or video recording or monitoring devices) to record or monitor employees in areas designed for the health or personal comfort of the employees or for safeguarding of their possessions, such as restrooms and locker rooms. The lounges and break rooms will not be monitored except for specific legitimate security reasons. The expectation of privacy for union activities will be maintained.

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

1. What information is to be collected (e.g., nature and source),
2. Why the information is being collected (e.g., to determine eligibility),
3. Intended use of the information (e.g., to verify existing data),
4. With whom the information will be shared (e.g., another agency for a specified programmatic purpose),
5. What opportunities individuals have to decline to provide information (i.e., where providing information is voluntary) or to consent to particular uses of the information (other than required or authorized uses), and how individuals can grant consent,
6. How the information will be secured (e.g., administrative and technological controls), and
7. Whether a system of records is being created under the Privacy Act, 5 U.S.C. 552a?

STUDENT LOAN REPAYMENT

SECTION I. GENERAL: When a Student Loan Repayment Program is offered by the Agency, it will be available to bargaining unit employees to help the Agency retain highly skilled employees whose educational accomplishments and experience facilitate and improve the Agency's ability to efficiently and effectively perform its mission. The Agency will administer the Student Loan Repayment Program pursuant to 5 U.S.C. § 5379 and 5 C.F.R. § 537 and the DOD Student Loan Repayment Guidance in effect as of the effective date of this Article.

A. **Discussion of Resources:** The Parties recognize that benefits issued under the Student Loan Repayment Program are subject to budgetary constraints but agree to meet at the Union's request to discuss annual benchmarks and goals for the allocation of resources and to review the effectiveness of the program.

B. **Equitable Administration:** Eligibility for the program shall not be more restrictive than the criteria set forth by Title 5, United States Code (U.S.C.) 5379, Student Loan Repayments, 5 CFR Part 537, Repayment of Student Loans, and the above-mentioned DOD Guidance, and the program shall be administered in a fair and equitable manner.

SECTION 2. CONSIDERATION:

A. **Written Determination:** In recommending an employee for a student loan repayment, a supervisor will make a determination in writing, based on specific case justification, that the employee meets all criteria required by law and regulation. The employee must provide all necessary information to justify consideration. The Agency will make its determination on a recommendation for repayment of a student loan in a timely manner.

B. **Approving Official:** The Agency will notify the Union of the approving official for the Student Loan Repayment Program. Approval may be for repayment for more than one loan for the same individual.

C. **Selection Process:** In accordance with 5 C.F.R. § 537.103(d), the Agency's selection process for employees to receive student loan repayment benefits will ensure fair and equitable treatment.

E. **Repayments:** In accordance with 5 C.F.R. § 537.106(c), repayments of student loans are subject to maximum limits of \$10,000 per calendar year and a total of \$60,000 per employee.

F. **Service Agreement:** Any employee receiving this benefit must sign a service agreement. The length of the service agreement will be as directed by applicable law, or DOD Guidance, but is normally for three years.

G. **Union Representation:** Employees may be represented by the Union in any dispute regarding service agreements or payments.

DEPENDENT CARE PROGRAMS

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

1. inform employees about the availability of referral services for dependent care programs during orientation (i.e. GSA childcare subsidy, National Association of Child Care Resource and Referral Agencies [NACCRRA]);
2. encourage the use of workplace flexibilities and programs (i.e. flexible work schedules, compressed work schedules, telework, part-time employment, job share, and leave programs);
3. educate employees annually about Federal Flexible Spending Account Program (FSAFEDS) such as Dependent Care Flexible Spending Account (DCFSA) and Long-term Care Insurance;
4. increase supervisor and employee awareness of family-friendly programs; and
5. provide services as available through the Employee Assistance Program.

SECTION 2. EMPLOYEE NEEDS:

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

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

SECTION 4. FURLOUGHS:

A. Dependent Care Accounts: In case of furlough, incurred eligible dependent care expenses may be reimbursed up to whatever balance is in the employee's dependent care account, as long as the expenses incurred allow the employee (or employee's spouse if married) to work, look for work or attend school full-time. Once dependent care allotments are successfully restarted, remaining allotments will be recalculated over the remaining pay periods to match the employee's annual election amount.

B. Long Term Care (LTC) Accounts: Payroll deductions cease when an employee is placed in a non-pay status and there are insufficient funds to cover the premium(s). In order for an employee to continue LTC coverage, the employee must make payments while in a non-pay status. If LTC Partners do not receive payment for three (3) consecutive pay periods, they will begin to direct bill the enrollee.

SECTION 5. NEW DEPENDENT CARE PROGRAMS: The Agency and the Union will keep each other advised of any status changes regarding dependent care referral services. The Union will be afforded the opportunity to participate in task groups or committees involved in developing and formulating such dependent care programs.

PARKING AND TRANSPORTATION

A. General Provisions Regarding Parking and Transportation:

1. No charge for parking for employees will be initiated for the duration of this Agreement, except where required by law.
2. The parties agree to explore alternative commuting options and to encourage their use.
3. The Agency will make appropriate arrangements for employees to advertise ride-sharing opportunities.
4. Employees that are also beneficiaries may use patient parking for medical appointments. Proof of appointment may be required.

B. Parking at FBCH:

1. Employees may park at any time on the 3rd floor and above in each parking garage.
2. Employees may park in locations other than the 3rd floor and above at any time in designated spaces if they have Fuel Efficient/Low Emission Vehicle (FE/LEV), handicap license plates/placards, are the recipient of an ACE or other similar Award, or if they carpool.
3. Employees may park on the first and second floors of each garage, on the ramps leading from the 2nd to the 3rd decks and in Lots A, B and C in front of Oaks Pavilion after 1600 and before 0700 hours with reasonable leeway for night-shift employees.
4. Parking enforcement will be in accordance with current FBCH Policy. Under current policy employees will receive a warning citation before receiving any citation which is reported to Command. Before any proposed change to that policy, the Union will be provided notice and an opportunity to bargain in accordance with the Mid-Term Bargaining Article of this CBA.
5. Two parking spots on the third floor of the Meadows parking garage in the vicinity of the Command Staff Parking shall be reserved for the sole use of the Union, as determined by the Local President or designee, which will be indicated on Agency-provided signage.

C. Parking at WRNMMC:

1. At WRNMMC a parking spot at a mutually agreeable location will be reserved for the sole use of the Union President or designee. The Union may reserve additional spots on a daily basis, depending on availability.

2. Union Representatives from off-site shall be entitled to base access and to park in any lot or space at WRNMMC designated for contractor, vendor or visitor parking.

D. Parking at DTHC: The DTHC Medical Detachment Office will maintain a DTHC Parking Application Waiting List. Employees who are not current placard holders and who want parking privileges shall file applications with the DTHC Medical Detachment Office.

1. Of the current number of allocated parking placards (60):

a. 20 shall be reserved for Command use;

b . 10 shall be reserved for military personnel who apply;

c. 10 will be reserved for bargaining unit employees who apply, including one placard for Union Vice President;

d. The remainder (20) will be distributed as follows:

1 . All placards will be distributed;

2. Bargaining unit employees who are current placard holders will have their placards renewed automatically upon application. At no time will a bargaining Wlit employee have their allocated placard revoked.

3. The remainder will be distributed in the order of application;

2. The Agency will issue an updated list at least thirty (30) days before the annual placards are issued and shall make the list available for inspection throughout the year. The list will be posted where it is accessible to employee review.

3. If the number of placards allocated to DTHC changes either Party may reopen this Section.

E. Parking at Other Work Locations: the Agency shall facilitate parking arrangements for Union representatives traveling to any bargaining unit work locations other than those named here.

F. Transit Benefits:

1. The Agency will support the transit benefit program up to the maximum extent allowable as a non-taxable benefit under the Internal Revenue Code and authorizing legislation including Federal Appropriations Law.

2. The Agency will notify the Union and employees when the amount of the IRS nontaxable benefits change within fifteen calendar days of IRS or Congressional action.

3. The amount of a transit benefit will depend on the employee's allowable commuting costs. This provision will include student interns who are in the bargaining unit.

4. As soon as the Agency's financial information/budget for each fiscal year becomes available, it will inform the Union whether the full amount of funding is available for transit benefits. If the Agency determines that the full amount of funding is not available due to budgetary constraints, and it is unable to continue to provide employees with the maximum allowable transit benefit, it will notify the Union in a timely manner and the Union may choose to re-open negotiations on this Section.

TRAINING AND CAREER DEVELOPMENT

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

SECTION 2. TRAINING COSTS:

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

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

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

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

SECTION 3. RIFs, REASSIGNMENTS AND NEW ASSIGNMENTS:

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

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

SECTION 4. SCHEDULED TRAINING:

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

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

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

SECTION 5. TRAINING INFORMATION:

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

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

SECTION 6. NOTIFICATION:

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

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

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

D. First Consideration: Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities.

SECTION 7: Equipment and Time for Continuing Education:

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

B. Outside Programs: Each employee may request Administrative Leave or duty time, not to exceed forty (40) hours per calendar year, to pursue professional development and training programs administered by organizations other than the Agency. The professional development training program must be related to the employee's position or the next progressive position within that employee's job series and/or occupational series or related to the advancement of the Agency's mission.

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

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

SECTION 8. CAREER DEVELOPMENT:

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

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

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

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

1. to address the competencies (or knowledge, skills, and abilities) needed for the Bargaining Unit Employee to improve his or her ability to perform in his or her current position;

2. to address the competencies needed for advancement beyond his or her current career level; and

3. to prepare the employee for new career opportunities within the Agency.

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

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

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

SECTION 9. REPORTING AND TRAINING COMMITTEE:

A. Reports: The Agency shall provide the Union a copy of the annual training report pertaining to bargaining unit employees provided to DHA within fifteen (15) calendar days after its submission.

B. Training Forms: The Parties agree to meet to discuss the establishment of an Education and Professional Development Training Forum(s)/ Committee(s) as a subcommittee of the Labor Management Forum. This Forum/Committee shall consider and recommend necessary changes to any of the Agency's Training programs for bargaining unit employees to improve effectiveness and efficiency.

OFF-DUTY EMPLOYMENT

SECTION 1. PURPOSE: This Article governs the administration of NCR-MD Instruction 1120.02, Off-duty Employment (ODE) and Outside Activities.

SECTION 2. SKILL TYPES: A skill type level is identified for each position (see Appendix XX, Occupational Series and Skill Types). The requirement to request advanced written approval for outside employment applies only those healthcare providers who carry a skill type of I through 4 and any employee who must file the OGE-450.

SECTION 3. POSITIONS NOT COVERED: Employees who are in skill type 4 that are not covered are:

1. GS 0181 ---Psychology Aid and Technician
2. GS 0404---Biological Science Technician
3. GS 0622---Medical Supply Aid and Technician
4. GS 0642---Nuclear Medicine Technician
5. GS 0645---Medical Technician
6. GS 0646---Pathology Technician
7. GS 0698---Environmental Health Technician
8. GS 1311---Physical Science Technician

SECTION 4. SKILL TYPE 5 POSITIONS: Individuals with skill type 5 are only required to follow this instruction if they must file OGE-450. All employees may request advice from the Office of the Judge Adjutant General.

SECTION 5. DEFINITION OF WEEK: For ODE purposes, a week is deemed to begin on Monday (0001) and end on Sunday (2400) for the purposes of determining the amount of hours per week.

SECTION 6. ON-CALL HOURS: Only hours actually worked while on-call (i.e., pager watch) will count against the 16 hours per week maximum. The sixteen (16) hours per week maximum is based on an individual working a regular forty (40) hour week. In the event of a furlough or government shutdown, the Agency will provide guidance regarding applicable requirements per the Furlough Article of this CBA.

SECTION 7. EXEMPTIONS: Employees may request exemptions to the sixteen (16) hours per week requirement from the MTF Director. Consideration will be given to an individual's work schedule for exemptions in excess of thirty-two (32) hours per week.

SECTION 8. AUDITS: Audits for compliance will be conducted utilizing the staff assigned to monitor off-duty employment. Normally, the audits will lack any pattern or predictability. However, a focused audit may be performed for concerns that ODE is impacting a staff member's work performance. Such audits may only be conducted if authorized at a level above the direct supervisor, with appropriate justification.

CIVILIAN WELLNESS AND FITNESS PROGRAM

SECTION 1. AUTHORITY: Under 5 USC Section 7901 and Executive Order 13266, the Agency is authorized to offer employee health services. Employees will be allowed to voluntarily participate in physical fitness and wellness programs. Fitness activities suitable for excused absence should address cardiovascular/aerobic endurance, muscular strength, endurance, flexibility and body composition. Wellness program activities include, but are not limited to, classes in the following areas: health education, nutrition, stress management, weight management, tobacco cessation and exercise.

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

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

1. Full-Time Employees: Full-time employees will be excused with no charge to leave, for up to 3 hours (recommend 1 hour minimum to 1 ½ maximum per session) per week, for these activities. However, the supervisor may make the ultimate determination as far as the minimum and maximum per session.

2. Part-Time Employees: Use of time for fitness/wellness activities by part-time employees should be pro-rated to correspond with the number of hours worked per pay period, applying the following formula:

a. Number of hours worked bi-weekly (part-time schedule) divided by 80 hours (full-time schedule)=% of (maximum 3 hours per week) time allowed for part-time employees.

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

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

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

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

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

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

SECTION 3. USE OF FACILITIES:

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

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

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

SECTION 5. REQUEST FOR PARTICIPATION:

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

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

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

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

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

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

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

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

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

SECTION 7. EMPLOYEE RESPONSIBILITIES:

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

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

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

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. Definition: The Agency agrees to make available an Employee Assistance Program (EAP) to all employees at no cost. EAP services provided by the Agency will include: Professional Counseling, Management Coaching and Consultation, Critical Incident Services, Legal and Financial Services, and support of a Drug-Free Workplace. Applicable regulations including Executive Order 12564, DoDI 1010.04, and DoDI 1010.09 will govern Employee participation in the EAP and the consideration given to employees who allege that their actions were brought about by illness or substance abuse.

A. Supervisors should offer the availability of the EAP to employees who are experiencing situations that have adversely affected an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems; e.g., alcohol or drug abuse, depression, etc.

B. The Agency will publicize EAP on the front page of the intranet semi-annually during January and June. The information will include, at a minimum, the telephone number, location, and hours of operation of the EAP.

SECTION 2. Drug and Alcohol: The Agency and the Union jointly recognize that alcohol and drug abuse are health problems and employees having these conditions will receive the same consideration as for other health problems. Employees are encouraged to seek assistance from EAP or any similar program if they think that substance abuse is impacting their job performance and/or their personnel life (see Section 6, Safe Harbor).

SECTION 3. Other Issues:

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

B. Workplace: The Parties will encourage employees to seek employee assistance and recognize that, the EAP can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress debriefings; and providing assistance to management and employees during Agency restructuring or other major organizational transitions or developments.

C. Security Clearance; Going to EAP in and of itself will not affect an Employee's security clearance. EAP is a confidential service and does not report to security. [an employee is referred for substance abuse treatment and/or mental health counseling, they may be required to self-report. However, the fact that the employee sought help through EAP is usually considered favorably. It is noted that in telellis of required disclosure, the SF-86 fom1 exempts an employee from having to report any counseling related to "strictly marital, family, grief not related to violence by the employee; or strictly related to adjustments from service in a military combat environment."

SECTION 4. Voluntary Participation and Employee Responsibility; Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program. Employees are highly recommended to attend EAP orientation. Employees are free to notify the Union of their participation in EAP.

Prior to leaving the work place to meet with an EAP counselor, the employee must inform his or her supervisor and make appropriate arrangements for the absence, but is not required to state the basis of the appointment. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave in accordance with Annual Leave and Sick Leave Articles, of this Agreement for appointments during duty hours.

SECTION 5. Access to EAP Services: The Agency may grant periods of excused absence to an employee for participation in the EAP for problem identification and referral to an outside resource and for general employee orientation or education activities, provided that the employee informs the supervisor of the appointment. Employees shall be allowed up to one (1) hour (or more as necessitated by travel time) of excused absence for each counseling session during the assessment and referral phase of rehabilitation, as defined by the EAP Counselor. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with law and this contract. Employees who are referred to community services for treatment will request leave in accordance with the Leave Articles of this CBA.

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

A . Without an employee's specific written consent, the Agency may not obtain information about the basis of the employee's involvement with EAP. The EAP staff will provide the employee with a written notice concerning the confidential nature of EAP records along with the conditions where information discussed in counseling may be disclosed and inform the employee that there are three (3) types of disclosure:

1. Disclosure with consent. The employee's written consent is obtained before any information is released, except where disclosure without the consent of the client is allowed ;

2. Disclosure without consent. This disclosure is only permissible in a few instances, such as the following:

a. to medical personnel in a medical emergency;

b. in response to an order of a court of competent jurisdiction;

c. to comply with Title 42 CFR, Chapter 1, subchapter A, part 2 that an EAP is required by law to report incidents of suspected child abuse and neglect (in some States, elder and spouse abuse) to the appropriate State and local authorities; or

d. EAP may make a disclosure to appropriate individuals, such as law enforcement authorities and persons being threatened; if the employee has committed, or threatens to commit, a crime that would physically harm someone. This can be done only if the disclosure does not identify the employee as an alcohol or drug abuser.

3. Secondary Disclosure. Any information disclosed with the employee's consent must be accompanied by a statement that prohibits further disclosure unless the consent expressly permits further disclosures.

B. Safe Harbor will be provided to employees who voluntarily admit to illegal drug use, obtain counseling or rehabilitation under the Civilian Employee Assistance Program, and thereafter refrain from using illegal drugs.

1. Upon such voluntary disclosure, a Safe Harbor determination shall be made which protects the employee from discipline or further adverse actions from the voluntary disclosure.

2. Safe Harbor shall not be available to an employee after notification of a random drug test request or drug usage being identified through other means, such as reasonable suspicion drug testing directed by a supervisor, or upper level management.

3. Pursuant to NCR-MD DTM 13-002, Safe Harbor, the EAP Counselor will follow up with individuals during the rehabilitation period to track their progress and encourage successful completion of the program. The Counselor will provide follow-up via telephone with the employee while he/she is undergoing rehabilitation. The Counselor will also have the employee sign a Release of Information (ROI) allowing the Counselor to communicate with the employee's rehabilitation treatment providers to verify employees attendance and participation with treatment, obtain details of the employees treatment and aftercare plan to help coordinate the employee's return to work process post treatment. Once the employee has successfully completed treatment and is cleared to return to work, the Counselor will schedule an in-person follow up meeting with the employee to further assist and support the employee in the return to work process.

SECTION 7. Discipline: The first time an employee receives a proposed disciplinary or adverse action for illegal drug use (e.g., failing a drug test), the employee may notify the Deciding Official that she/he has a substance abuse problem and/or is seeking the services of EAP;

A. In response to the proposed discipline, the employee may request that the Deciding Official place the proposed action in abeyance for a period of not more than one (1) year while the employee undergoes treatment under terms and conditions agreed to by the employee. The Deciding Official may confer with the Proposing Official and the EAP Counselor. If the Deciding Official determines to decide to hold the proposed action in abeyance, the employee must provide supporting documentation of active enrollment in a rehab program for the term of the abeyance period, per Section 6(A)(1) of this Article. This provision only applies in the first instance of substance abuse and does not apply if severe, egregious or criminal misconduct is involved.

B. Although the Deciding Official may consider the request for abeyance, nothing in this agreement shall be interpreted as requiring the Deciding Official to grant this request or to justify his/her failure to grant the request.

C. If a decision is made by the Agency to hold an action in abeyance in accordance with Section A above, and there are no further instances of related performance or conduct problems at the end of the specified period, the Agency will rescind and close the pending the action.

D. Should the employee violate any terms of the agreed upon conditions or is involved in additional misconduct during the abeyance period, the proposed action will continued to be processed in accordance with the procedures outlined in 5 CFR 752 and Article 45, Disciplinary and Adverse Actions, of this Agreement.

REDUCTION IN FORCE

SECTION 1. DEFINITION: Reduction in Force (RIF) occurs when the Agency releases an employee from his or her competitive level by separation, demotion, and furlough for more than thirty (30) continuous or more than twenty two (22) discontinuous workdays. ARIF also occurs when there is a reassignment requiring displacement because of lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position, or for other applicable reasons. Such actions shall only take place after:

1. The Agency has formally announced a RIF in the employee's competitive area as defined in Section 3C; and
2. When the RIF will take effect within 180 days; or
3. When the Agency is required to release someone because another employee has exercised return rights.

SECTION 2. LAWS AND REGULATIONS: The Agency will conduct the RIF in accordance with Title 5, Code of Federal Regulations 351 (5 CFR 351). RIF rules as outlined in 5 CFR 351 and the applicable DoD Regulation will be used to conduct the RIF.

SECTION 3. GENERAL PROVISIONS: The Agency and the Union share a mutual interest in assisting employees who are adversely affected by RIF. The parties agree that placement efforts are a priority and are most effective when employees are actively involved in those efforts.

A. Mitigating Adverse Impact: When the Agency becomes aware of the necessity to conduct a RIF, it will attempt to minimize the adverse effect on employees through appropriate means such as reassignment, attrition, use of vacant positions for placement, filling positions at the full performance level, waiver or modification of qualification requirements, and positive placement efforts, to include placement in other federal agencies.

B. VERA/VVIP: The Agency may initiate Voluntary Early Retirement Authority or Voluntary Separation Incentive Payment (VERANSIP) to mitigate the effects of a RIF. Employees who are approved and accepted for VERANSIP will be removed from retention register.

C. Competitive Areas: The Agency has currently established the Competitive area as all employees within the NCR-MD, including NCR-MD HQ and Joint Pathology Center (JPC), Walter Reed National Military Medical Center (WRNMMC), and Fort Belvoir Community Hospital (FBCH) for Competitive and Exceptive Service federal civilian employees. Term employees will be included in the RIF per OPM regulations. Employees on temporary appointments or reemployed annuitants are excluded from the RIF and may be separated prior to a RIF.

D. Competitive Levels: Competitive levels will be established in accordance with applicable law and regulations.

E. RIF Tool: The Agency currently utilizes the Defense Civilian Personnel Data System (DCPDS) RIF Tool. If the Agency proposes or is required to utilize another RIF Tool, the Union will be provided the opportunity to bargain as appropriate.

F. Retraining To the extent practicable, the Agency will provide job education and re-training programs such as resume counseling, lectures, professional conferences and workshops, etc. during duty hours. The Agency will authorize a reasonable amount of duty time for resume preparation, job interviews, etc. for employees who are adversely affected by RIF.

G. Grade and Pay Retention: Grade and pay retention for eligible employees will be that prescribed by applicable law and regulation.

H. Administrative Leave: The Agency may authorize administrative leave for the purpose of seeking other employment

I. Displacement: The Agency will not fill a vacant bargaining unit position within the area in which the RIF is taking place until it has considered all reasonable alternatives to reduce the adverse effects on employees who may be displaced as a result of the RIF.

J. Retirement: Prior to and during the RIF, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision. The Agency will freely advise the employee of any prospective retirement rights.

K. Severance Pay: Separated employees will be paid severance pay in accordance with applicable law and regulation.

L. Unemployment Rights: The Agency will provide all RIP-affected employees with information on their unemployment rights.

SECTION 4. UNION NOTIFICATION:

A. Proper Notice: The Agency shall be responsible for properly notifying the Union in conjunction with any of the actions described in this article at the earliest possible date but no later than 90 calendar days prior to the effective date. All such notices will be given prior to any notice to affected unit employees. Verbal notices will be confirmed in writing.

B. Content of Notice: A properly constructed notice to the Union under this section shall consist, at a minimum, of the following information:

1. The reason for the action;
2. The approximate number, types, and geographic location of position affected, and
3. The approximate date of the action.

SECTION 5. FREEZING OF VACANCIES:

A. Exceptions: After consultation with the Union, the Agency shall set a date to freeze personnel actions; that date prior to the effective date of a RIF. The Union will be notified of any exceptions to the freeze. Such exceptions shall only be granted for one of the following reasons:

1. Filling a position based on mission critical/failure on a case-by-case basis;
2. The proposed action, if effected, would have no adverse impact upon the RIF rights of employees assigned to the affected competitive area;
3. Noncompetitive promotions when the trainee previously competed, i.e. Apprentices, Upward Mobility Positions, and Local/DOD interns who have satisfied all requirements for promotion;
4. Actions necessary to settle complaints, grievances, or classification appeals;
5. Actions resulting from application of new classification standard's;
6. The filling of VERANSIP vacancies;
7. Placement of Physically Disabled employees.

B. Qualification Standards: Office of Personnel Management (OPM) qualification standards will be used to determine qualifications. For bump and retreat rights, the position for which the employee is fully qualified will be identified by competitive level in the RrF Tool or other agreed upon mechanism. Competitive levels for vacancies for which an employee meets qualifications will also be identified in the RIF Tool.

SECTION 6. EMPLOYEE NOTIFICATION:

A. Notice Period: The Agency agrees that affected employees will be notified not less than 60 calendar days prior to the effective date, unless otherwise directed by OPM. To the extent practicable, RIF notices will be delivered in person. The Union will be provided at least two (2) working days advance notification of distribution.

B. Town Halls: The Agency shall utilize Town Halls and other procedures to notify employees of any impending RIF. This information provided shall -include the following:

1. Rights to other positions;
2. Bumping;
3. Retreating;

4. Grade intervals;
5. Use of vacant positions;
6. RIF related benefits;
7. Grade retention;
8. Pay retention;
9. Re-promotion priority;
10. Severance pay;
11. Unemployment compensation;
12. Unused leave;
13. Life insurance;
14. Health insurance;
15. Discontinued service retirement;
16. Early retirement;
17. Deferred annuity: and
18. Priority Placement Program

C. Employee Master Records: Civilian Record Briefs will be available in the computerized automated system used by the Agency for employees to review. At least 30 days prior to the issuance of RIF Notices, the Agency will instruct affected employees to review their personnel files and ensure the following information is as up-to-date as possible:

1. Veterans preference;
2. Three most recent performance ratings of record received during the previous four-year period;
3. AU periods of federal civilian and military service;
4. Experience gained outside Federal service
5. Completed training (contained in MYBIZ);

6. Current licenses and certifications (contained in MYBIZ);

D. Timelines: The Agency shall set a date for Freezing Official Personnel File (OPF), i.e., adding information (i.e. DD 214, performance appraisals, resumes) Veterans' Preference documentation can be added anytime, however, it is preferred to have received 120 days prior to running the RIF tool in order to correct their official personnel record.

E. Resolution of Deficiencies: The Agency will expeditiously resolve deficiencies brought to their attention by employees.

SECTION 7. RETENTION REGISTER:

A. Credit For Performance: Credit for performance will be established in accordance with 5 CFR Part 351 and any other applicable law and regulations. The Agency will add additional service credit for performance, listing the employee with the earliest service computation date for RIF at the top of the subgroup.

B. Appraisal Cutoff Date: The Agency will establish an Appraisal Cut-off date. Employees will receive extra retention service credit for performance based upon the average of their last three annual performance ratings of record received during the 4-year period prior to issuance of specific RIF notices.

C. Tenure Tie breaks: The RIF Tool will assign a random number to all Employees. Employee retention standing will be determined based on the random number when two or more employees have the same Tenure and Adjusted SCD (service computation date).

D. Waiving of qualifications: Prior to the effective date of the RIF, should there be vacant positions remaining for which no affected employee is qualified, the Agency may recommend the waiving of qualifications. In those cases, the waiver considerations will be fully documented and will be offered in retention order. The Union will be notified of positions for which qualifications are waived.

E. Changes in Register: Changes as a result of attrition, i.e., retirements, removals, and resignations will be inputted into the automated RIF program throughout the duration of the RIF processing to the effective date of the RIF.

SECTION 8. RIF NOTICES:

A. Contents of Notice: RIF Notices will be signed by the Director, NCR-MD and shall contain:

1. The action proposed to be taken, the reasons for the action, and its effective date;
2. The employee's competitive area, competitive level, subgroup, Service Computation Date, three most recent performance ratings of record received during the previous

four years, and the adjustment to the Service Computation Date, based on those performance ratings of record;

3. The place where the employee may review the regulations and records pertaining to this case.

4. If the employee is being given a placement offer:

a. The position title, series and grade;

b. The geographic and organizational location of the position

c. The deadline for responding to the placement offer; and

5. What could happen to the employee if the placement offer is rejected;

6. Information on the employee's eligibility for grade retention, if applicable;

7. Information on the employee's eligibility for pay retention, if applicable;

8. Information on reemployment rights, if applicable;

9. Information on severance pay, if applicable;

10. The reasons for retaining a lower-standing employee in the same competitive level under 5 CFR 351.607 or 351.608;

11. The employee's right to appeal the action to the Merit System Protection Board, or through the grievance-arbitration process, and a copy of the applicable Appeal Instructions.

B. Offer of Position: In accordance with 5 CFR 351, the Agency shall make a best offer of employment to each employee adversely affected by the RIF.

1. The Agency will consider placing employees in existing vacant positions within the competitive area provided the employee is qualified for the position and would otherwise be removed or reduced in grade as a result of the RIF.

2. Employees reassigned or demoted by RIF may, within the specified time period for reply, request in writing assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within 21 calendar days.

3. The Agency agrees to consider actions to further minimize the effects of a RIF to the maximum extent possible including retraining, restricting outside hiring and any other appropriate means to avoid separation/downgrade of employees. Actions the Agency will consider include:

a. Adjusting the workforce through reassignment or transfer of unit employees to vacancies for which they are qualified;

b. Filling trainee and development positions under recruitment at the target level through RIF regulations;

C. Response to Offer:

1. Employees shall respond in writing to an offer of continued employment in another position in the agency within 10 calendar days after receipt of the offer. Failure to respond within the 10 calendar days shall be considered acceptance of the offer.

2. Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, the employee shall have the right to be accompanied by a Union representative and both persons shall be in a duty status for this purpose.

D. Separations: The Agency will make reasonable effort to find employment in other Federal agencies within the commuting area for those employees separated in a RIF. Employees for whom no positions are found maybe counseled by a representative of the Agency on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable.

E. Reemployment Priority Lists: Reemployment lists as prescribed by OPM shall be established for employees who are reduced in grade or separated.

SECTION 9. GRIEVANCES: As provided in 5 USC§ 7121(d), an employee who alleges discrimination under section 5 USC § 2302(b)(1), has the option of either filing a grievance under the negotiated grievance procedures or filing an appeal with the Merit Systems Protection Board (MSPB). An employee may not file a RIF grievance or appeal before the effective date of the RIF action.

A. Negotiated Grievance Procedure: An employee covered by this CBA must use the Negotiated Grievance Procedure if the employee is reduced in grade and believes that the Agency failed to properly apply the RIF regulations.

B. Merit Systems Protection Board: A reduction in grade action is appeal able to the MSPB. A reassignment action is not appealable to the MSPB unless an allegation of discrimination is raised under Section 2302(b)(1) of Title 5. Appeals to the MSPB must be submitted within thirty days of the effective date of the action.

FURLOUGHS

SECTION 1. DEFINITIONS:

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

SECTION 2. COVERAGE:

- A. Critical Positions: Positions that provide direct support to excepted positions may also be deemed excepted if they are critical to performing the excepted activity. Determinations regarding status of excepted or non-excepted will be made on a position by position basis.
- B. Shutdown: Employees who are funded through annual appropriations and not designated as excepted (non-essential) are barred from working during a shutdown except to conduct up to four (4) hours of activities necessary to execute an orderly suspension of Agency operations.

SECTION 3. PLANNING:

- A. Alternatives to Furlough: For administrative furloughs the Agency will consider all reasonable alternatives to address budgetary constraints prior to placing employees on furlough.
- B. Union Input: The Agency will consider the Union's pre-decisional input through the Labor Management Forum; or the Union may request to negotiate as appropriate, regarding any further development of the Agency furlough plan.

C. Individual Request: Employees may request continuous or non-continuous furlough days during an administrative furlough. Supervisors will grant or deny the request subject to mission requirements and regulatory guidance.

D. Retroactive Pay: For shutdown furloughs, in accordance with congressional authorization and appropriation for back-pay, the Agency will grant employees who suffer loss of pay through a furlough, retroactive pay and benefits that the employees would have received had they not been furloughed.

SECTION 4. NOTIFICATION:

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

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

C. Employee Impact: Only the minimum number of employees necessary to carry out essential activities will be "excepted" and will not be furloughed. Where some, but not all, of a group of equally qualified employees may be "excepted", the following procedures shall apply:

1. If allowed by regulatory guidance, the Agency will afford an equal number of furlough days.

2. Employees will be "excepted" by seniority or a random process.

D. Scheduling: Prior to the implementation of furloughs, the Agency will notify the Union of the total number of furlough days and the time period during which the furlough will occur. Scheduling of furlough days may vary depending on the operational mission and the needs of a specific department. The furlough day will be determined by using the following order:

1. Mission Requirements/ Skill Set

2. Employee Preference

3. Service Computation Date (SCD)

4. If a scheduled furlough day is a federal holiday, the intent is for the employee to serve the furlough on the next duty day subject to mission requirements.

E. Union Officers: For Union Officers on dedicated time, the percentage of official time allocated during furloughs shall be identical to the percentage of official time during normal business operations.

F. Access to Facilities: For Union officials, including Stewards, Elected Officials, and National Representatives access to Union offices during the period of furlough will not be restricted.

CONTRACTING OUT

SECTION 1. APPLICABLE LAWS: The Agency agrees to abide by applicable federal laws, rules and regulations with respect to contracting activities.

SECTION 2. NOTICE AND NEGOTIATIONS: In accordance with 5 USC 7106, 7114, and 7117, when a determination has been made that the contracting out of such work has or is expected to have an adverse impact upon conditions of employment of current bargaining unit employees, the Agency will notify the Union. The Union may request negotiations which will be held in accordance with this Agreement.

SECTION 3. INFORMATION TO THE UNION: When the Agency has decided to contract out such work, it will, upon request, provide to the Union such information pertaining to the contract and the decision for which there is a particularized need, including job titles and work location of those employees who may potentially be affected.

A. Service Contract Inventory: The Agency will maintain an inventory of all in-house commercial activities performed by the Agency and will update this inventory annually. The inventory will include information on all completed cost comparisons and will be made available to the Union upon request.

B. Site visits: The Agency will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by bargaining unit employees. A Union representative may attend such a site visit.

SECTION 4. EMPLOYEE PLACEMENT: When employees are displaced by a decision to contract out, the Agency will make maximum effort to find available positions for those employees. This effort will include:

1. Giving priority consideration for available positions within the Agency;
2. Placing the employee on Priority Placement Program as per applicable regulation.

SECTION 5. MINIMIZING IMPACT: The Agency agrees that, to minimize adverse actions and reduce separations of employees affected by a contracting out decision, consideration will be given to restricting new hires. Existing vacancies shall be used to the maximum extent possible to place affected employees in continuing positions.

MANAGEMENT RIGHTS

SECTION 1. Prohibited Subjects: The Parties agree that nothing in this Agreement shall alter the authority 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, layoff, and retain employees in the Agency, or 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
 - (b) Promotions; or
 - (c) Any other appropriate sources; and
 - (4) To take whatever actions may be necessary to carry out the mission of the activity during emergencies.

SECTION 2: Exceptions: Nothing in this section shall preclude the Agency and any labor organization from negotiating:

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

UNION RIGHTS

SECTION 1. Recognition of Representatives: The Agency agrees to recognize the officers and duly designated representatives of the Union. There shall be no restraint, interference, coercion, discrimination or reprisal against a Union representative because of the performance of his or her representational duties.

SECTION 2. Spokesperson: The Agency will recognize the Local President, or designee, who normally will be the spokesperson for the Union.

SECTION 3. Negotiations: As the exclusive representative of the employees in the unit, the Union is entitled to meet and confer with representatives of the Agency with respect to personnel policies and practices and matters affecting working conditions, and to act for and to negotiate in good faith agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

SECTION 4. Formal Discussions: The Union shall be given the opportunity to be represented at formal discussions between management officials and employees or employee representatives concerning grievances, personnel policies, or other matters affecting general working conditions of employees of the unit.

SECTION 5. Good Working Relations: The Union will encourage employees to:

- a. Conscientiously perform assigned duties.
- b. Comply with applicable standards of conduct, standing operating procedures, statutes, regulations, directives and provisions of this agreement.
- c. Cooperate and strive to maintain good working relations with their supervisors and fellow employees.

SECTION 6. Union Training: The Agency agrees to grant Union officers and stewards excused absence without charge of leave or loss of pay to attend Union-sponsored training under the following conditions:

- a. Workload permits the release of the employee(s) as determined by the appropriate management official.
- b. The training is of mutual concern and benefit to the Agency and the Union, and the Agency's interest will be served by the employee(s) participation.
- c. The Union gives written notice of the request to attend such training at least two (2) weeks in advance of the start of the training or as soon as possible upon learning of the training opportunity.

d. Written request for official time shall be submitted to the Labor Management-Employee Relations Division (LMER), Civilian Human Resources Center for a determination that the proposed training is of mutual concern and benefit to the Agency and the Union. After such determination, LMER will contact the appropriate supervisors for approval/disapproval of official time. If any portion of requested training is not approved, the Union will be provided the reasons in writing.

SECTION 7. Written Listing: The Union agrees to provide LMER a written listing of its officers and stewards and maintain it on a current basis. Likewise, LMER agrees to provide the Union with a written listing of their staff and their areas of responsibility on the same basis.

SECTION 8. Jurisdiction: It is agreed that the named officers of the Local may serve as representatives in all areas of the unit as the need arises.

SECTION 9. Notice to New Employees: The Agency agrees to provide the following to new bargaining unit employees within two weeks of their entrance on duty, or at their orientation:

- a. The phone number, building number, and office hours of the Union.
- b. Weingarten rights notice.

SECTION 10. Designation of Representative: Prior to representing employees in any proceeding, the Union shall provide to the appropriate management official or supervisor, with a copy to LMER, a written designation of representative from the employee, which shall include authorization to release information.

OFFICIAL TIME

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

SECTION 2. OFFICIAL TIME FOR UNION REPRESENTATIVE:

A. RELEASE FOR OFFICIAL TIME: A designated Union representative who wishes to use official time under this Article will request permission of his or her immediate supervisor using the "Request for Official Time Form". The representative will be released unless their absence will cause a disruption in their work area.

1. Such request should be made as early as possible (i.e., generally as soon as the need for the official time is known).
2. When making such a request, the representative will provide the information required, including how much time away from the work station, including anticipated travel time from his or her duty station to another duty station (locale).
3. If the first-line supervisor is unavailable at the time of the request, the request may be elevated to the second-level supervisor, or as necessary, to a higher official in the employee's chain of command.

B. DENIAL OR MODIFICATION OF OFFICIAL TIME REQUESTS: If permission is denied due to workload disruption:

1. The supervisor shall reschedule the use of official time at a mutually agreeable time.
2. If the supervisor and Union representative disagree on the amount of time which is reasonable, the supervisor shall grant the amount he or she believes to be reasonable.
3. The supervisor will document the reason for the denial or modification on the form and present it to the Union representative and forward a copy to LMER.

4. The denials or modifications may be grieved by the Union.
5. If a request for official time is delayed by management decision, LMER will grant the Union an equivalent extension of applicable deadline if necessary and requested.

SECTION 3 PROCEDURES :

A. Duty Hours: Official Time will be granted to a Union representative only during the representative's regular working hours.

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

1. BA- Term Negotiations
2. BB - Mid-Term Negotiations
3. BD - Labor/Management /Training
4. BK - Grievances and Appeals

C. Return to Duty: The Union representative will report his or her return to work to their immediate supervisor upon conclusion of use of official time under this Article.

D. Entering Other Work Areas: Upon entering a work area other than his or her own, to meet with an employee, the representative will advise the immediate supervisor of their presence, the employee(s) to be contacted, and the estimated duration of the meeting. The supervisor will then make a determination if the employee(s) can be released. The representative shall request from the supervisor of that work area official time for all unit employees with whom the representative wishes to meet.

SECTION 3. OFFICIAL TIME FOR UNIT EMPLOYEES:

A. Consultation with Union Representative: It is recognized that the employees may need to meet with (in person or by telephone) authorized union representatives regarding grievances or other representational matters and that they will require a reasonable amount of time to do so.

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

2. If the time required exceeds 30 minutes within the workday, or if the employee wishes to leave the work area to meet with the Union, the employee should request prior approval from their immediate supervisor, utilizing the Request for Official Time Form. In the section titled "Reason for Request of Official time" the following codes shall be used:

a. BD - Labor/Management /Training

b. BK - Grievances and Appeals

3. The employee is NOT required to advise the supervisor of the nature of business requiring union assistance.

B. Standards for Release: The employee will be released unless their absence will cause a disruption in the work area at that time. If the request is denied, the employee will be advised as to the time when approval can be granted.

SECTION 4. OFFICIAL TIME FOR UNION OFFICERS

A. Dedicated Official Time: The Agency will provide Union Officers dedicated of official time as follows:

1. Union President: Seven (7) days per Pay Period.

2. Executive Vice President: Three (3) days per Pay Period.

3. Vice Presidents at WRNMMC and FBCH: Two (2) days per Pay Period.

4. Vice President at PENTAGON: One (1) day per Pay Period.

5. Treasurer: One (1) day per pay period. Additional days may be requested on an ad hoc basis through LMER to deal with variable workload.

B. Schedule: The specific days (one day is eight hours) to be utilized shall be arranged between the officer and their immediate supervisor. On days when the Union officer is scheduled to be on official time, they shall not be required to sign in/out at their regular location.

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

DISTRIBUTION OF THE AGREEMENT AND NEW EMPLOYEE ORIENTATION

SECTION 1. DISTRIBUTION OF COPIES:

A. Publication: The Agency shall provide \$5,000 toward the expenses for printing this Agreement. The Agency will publish an electronic version of the CBA on the intranet at each facility.

B. Reserved Copies: 1500 copies shall be reserved for issue during orientation to each new bargaining unit employee. Of the remaining copies, 80% shall be provided to the Union for their purposes and 20% shall be provided to the Agency.

C. Re-opener: Either Party may reopen this Article to propose that additional copies be printed at the Agency expense.

SECTION 2. NEW EMPLOYEE ORIENTATION:

A. Lists of New Employees: Each month, the Agency will provide the Union a list of new employees filling positions in the bargaining unit who entered on duty during the previous month. The list will include employee name, organizational unit, position title, and work location.

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

C. Union Presentation: A Union representative will be provided an opportunity to make a 30 minute breakout presentation during each orientation session for new bargaining unit employees. The scheduled starting time of the Union presentation will be subject to mutual agreement, with a preference for it to be in conjunction with the lunch break.

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

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

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

USE OF OFFICIAL FACILITIES AND COMMUNICATIONS

SECTION 1. OFFICE SPACE: Office Space at FBCH and WRNMMC will continue to be provided.

A. Office Space at Office Space at DiLorenzo Tricare Health Clinic (DTHC): Office Space at DTHC will be provided. If a permanent office is not available, use of a shared space equipped with a telephone, such as a conference room, interview room or vacant office, will be made available to the Union, with the provision of a locking cabinet to store files. For meetings of a sensitive nature, the Agency will find alternative space if the shared office is not available. If In this instance, any suitable space that becomes available in the future, deemed excess by the Agency at that location, will be provided to the Union.

B. Additional Office Space:

1. The Agency agrees that the Union may request additional office space as needed and will be provided due consideration through the Space Allocation Committee.

2. When the Agency does any major reconfiguration of space, such as realignment or closure of a clinic or department, the Space Allocation Committee or any other designee, shall consider Union requests during the preliminary phase and before final allocation.

C. Office Equipment and Supplies: The Agency will provide, at a minimum, the following office equipment and supplies at FBCH and WRNMMC without cost to the Union:

1. Two (2) desks;
2. Two (2) computers;
3. Two (2) active telephones;
4. Printer (with copy, scan, fax capabilities)
5. Locking file cabinets
6. Four (4) office keys for access to the office;
7. Office signage for AFGE Local 1410 IA W Agency policy.

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

E. Cleaning and Maintenance: The Agency will provide routine cleaning and maintenance service in Union occupied space where is located in Agency facilities. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules.

SECTION 2. USE OF SPACE EQUIPMENT:

A. Computer Equipment: Computer equipment will have access to the Agency's network, email, Intranet and internet. In addition, the Agency will provide the Union with high-speed internet connection, separate from the Agency's network for the Union to connect its own computer. The Union will be responsible for maintaining its own equipment.

B. Telephones: Telephones will have access to long distance network and local calling. The Agency will provide conference calling capability including codes for Agency conference line, voicemail, and caller ID commensurate with what is provided in other Agency work space.

C. Smartphones for Union Officers: The Agency will provide up to five (5) Union officers with a smart phone (e.g. Blackberry or iPhone) with e-mail capability, commensurate with what the Agency provides its managers. Providing this phone does not change the Union officer's work schedule, duty status, or on-call/stand-by status.

D. Copy Machine: Union representatives may use the Agency's self-service copying machines in connection with their representational activities. Union representatives will use the government copy machines in a reasonable, prudent, and cost-conscious manner.

E. Office Supplies: The Agency will continue to provide the Union officials with routine office supplies commensurate with what is generally used in that work location.

SECTION 3. CONFERENCE ROOMS AND AUDITORIUMS:

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

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

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

A. Electronic Communications: Both the Union and employees may use the Agency's electronic communication systems to communicate with Union representatives, Agency officials, other employees, and appropriate third parties. In accordance with applicable law, Agency electronic communications systems may be used for Union Representatives to present the Union's views to Members of Congress, but may not be used for activities that constitute grassroots lobbying or lobbying that concerns pending legislation. Employees who are not Union officials will not use Agency computer systems including e-mail and fax machines or telephones to lobby Congress.

B. Email Etiquette: The Union will be judicious in the use of attachments to e-mail messages. Information sent on e-mail or electronic media or posted on a bulletin board or website will not contain libelous or slanderous statements pertaining to the federal government, to the Agency, or to any Agency supervisor or management official or employee. Messages shall not include any items or information in violation of the Hatch Act. The Agency shall have the right to request that the Union recall or remove any e-mails or electronic media that contain any such information.

C. Communication Directories: Agency telephone directories or listings published and/or posted on the Agency's website and/or Microsoft Outlook e-mail after the execution of this Agreement will contain the name and phone number of the Local President and all other officers for whom dedicated official time is provided for under this CBA. The Union shall provide the Agency's designee having control over such directory or listing, with the name and phone numbers. Local President, officers and shop stewards, for inclusion in the next publication of the directory or listing.

SECTION 5. PUBLICATION OF UNION INFORMATION:

A. Membership Campaigns: The Agency will provide adequate facilities for membership drives at a location that will provide access to unit employees during non-duty time and lunch periods. The Union may conduct periodic membership campaigns in non-duty areas during the non-duty time of the employees involved. Agency telephones and computer systems (emails, fax, etc.) may only be used by the Union to send notices and announcements for such membership drives during lunch periods, leave, and/or non-duty time.

B. Access for Union Representatives: Upon request, the Agency will authorize Union representatives, who are not Agency employees, access to the Agency's premises to participate in membership campaigns in accordance with this Article.

C. Distribution Of Union Literature: The Union may distribute Union literature that constitutes internal Union business to employees during the work day, provided that the Union representative distributing the material is in a non-work/non-duty status at the time of distribution, and the employee receiving the literature, if present at the time of the distribution, is also on lunch periods, leave, or other non-duty time.

D. Bulletin Boards: Where bulletin boards are utilized by the Agency, the Agency will provide the Union with a bulletin board in the same manner as utilized by the Agency. The parties will meet to determine a mutually agreeable arrangement at each location where bulletin boards are not utilized by the agency. Such bulletin board space shall be used for the posting or displaying of materials pertaining to communications to Union members. The Agency shall have the right to request the Union to remove any libelous or slanderous material it finds posted on Union bulletin boards. Messages shall not include any items or information in violation of the Hatch Act.

E. Newsletter Distribution: The Union's newsletter may be distributed to the employees via the Agency's computer systems including e-mails or personal delivery during non-duty hours. Newsletters shall not include any items or information in violation of the Hatch Act.

F. Agency Intranet: The Agency will allow AFGE to establish a SharePoint site IA W Agency policy, in addition to providing a quick link or icon to the AFGE Local 1410 Webpage at each MTF site. AFGE will submit materials to the designated office for posting on the intranet banner announcements. Union items posted on the intranet may also be posted on Union bulletin boards or displays.

SECTION 6. MAIL SERVICES:

A. Use of Inter-Office Mail: The Union's mail should not be opened by the Agency. Local Union officials and representatives may use the inter-office mail system for regular representational communications (e.g., grievances correspondence or memos to Management). The Union shall have use of Agency metered mail, with such use limited to representational matters. Mass mailings are inappropriate under this Section.

B. Use of Contracted Delivery Service: Upon Office Head approval, the Union may also be allowed to use the Agency's contracted delivery services for submissions to Agency officials and appropriate third parties for representational purposes. Such use is allowed only when material must be filed or delivered in an expedited manner, and when electronic or fax transmissions or personal delivery are not acceptable methods of delivery or filing. If the office head does not grant approval, the Union will request review by successively higher levels of Agency management.

ADVERSE AND DISCIPLINARY ACTIONS

The Agency and the Union recognize that the public interest requires maintenance of efficient operations through high standards of employee performance and conduct. Adverse and Disciplinary actions will be taken in accordance with (IA W) applicable law and regulation.

A. Adverse Actions

SECTION 1. Definitions: Adverse actions are removals, suspensions of more than fourteen (14) days, reductions-in-grade or pay (demotions), and furloughs of thirty (30) days or less, as included in subchapter 5 CFR, Part 752.

SECTION 2. Procedures: Adverse actions will be taken and implemented IA W applicable laws and regulations. The following procedures will be followed:

- a. If possible, an employee will be given at least thirty (30) days advance written notice of an administrative adverse action. The employee will then have fifteen (15) days to present any oral and/or written reply to a designated management official. The employee or the designated representative may request an extension of time in which to reply.
- b. In the proposal letter the employee will be advised of their right to representation.
- c. A copy of the material relied upon to support the reasons given in the notice will be provided to the employee and/or the designated representative upon request.

SECTION 3. Appeals: The decision notice will advise the employee of the specific reasons for the decision and the right to appeal the action to the Merit Systems Protection Board (MSPB) or through the Grievance-Arbitration Process set forth in this CBA.

SECTION 4. Timeliness: If the Agency believes adverse action is necessary, such action will be initiated in a timely manner after completion of any applicable investigation and review for legal sufficiency, normally within thirty (30) days.

B. Disciplinary Actions

SECTION 1. Definitions: Disciplinary actions, for the purpose of this article, shall be defined as follows:

- a. Letters of Reprimand.
- b. Suspensions of fourteen (14) days or less.

SECTION 2. Procedures:

a. If possible, an employee will be given at least fifteen (15) days advance written notice of an administrative disciplinary action. The employee will then have fifteen (15) days to present any oral and/or written reply to a designated management official. The employee or the designated representative may request an extension of time in which to reply.

b . In the proposal letter the employee will be advised of their right to representation.

SECTION 3. Progressive Discipline: The concept of progressive discipline described in agency regulations shall be followed. The steps of progressive discipline may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

SECTION 4. Employee Statements: Upon request, a copy of an employee's own written statements made in conjunction with an agency investigation will be provided to the employee and/or the designated representative.

SECTION 5. Timeliness: If the Agency believes disciplinary action is necessary, such action will be initiated in a timely manner after completion of any applicable investigation and review for legal sufficiency, normally within thirty (30) days.

C. Last Chance Agreements

Last Chance Agreements (LCA) refer to situations in which the Agency agrees to forgo taking a proposed disciplinary or adverse action against an employee in exchange for the employee's agreement to comply for a set period of time with the expectations described in the agreement. The Agreement will specify that if the employee does not meet the obligations under the agreement, then the Agency is free to reinstate the proposed disciplinary or adverse action. The Agency and the Union agree that when last chance agreements are offered the employee will be informed that signing the agreement is voluntary and of the consequences of failing to enter into the agreement.

The terms of any LCA offered by the Agency to an employee for their signature shall contain at a minimum the following provisions:

1. The use of LCA shall be for just cause and will not be arbitrary, capricious, or be based on disparate treatment.
2. The LCA will spell out a list of the primary conditions for compliance. The parties agree that any breach of the employer-employee relationship may violate the agreement.
3. The LCA shall include a confidentiality clause.
- 4 . Signing an LCA does not constitute admission of any wrongdoing by the employee.

5. The probationary period during which the LCA will be in effect will be specified in the Agreement. If the probationary period exceeds one year, the Agency will explain to the employee the rationale for the longer period.
6. In the event an LCA is for a period of longer than one (1) year the Parties agree, following the first year, to meet to discuss the continuing applicability of the agreement. The employee will be allowed to present at this meeting evidence that they have complied with the conditions in the LCA, such as successful treatment, clean record and improved performance and conduct.
5. When the employee is presented with an LCA the employee will be given an opportunity to consult with their representative. The Agency may require the employee to accept or reject the LCA prior to the completion of the Decision Notification meeting.
6. The agreement shall be effective upon the latest signature of the parties and their representatives, if applicable. No other agreement shall be binding unless signed by all Parties. Any signatures affixed to the agreement via photocopy or facsimile are valid and enforceable as substitutes for original signatures.

D. Douglas Factors

In arriving at its written decision on any proposed disciplinary or adverse action, the Agency shall comply with applicable law and regulation. As required by 5 CFR Part 752, the Agency will consider only the reasons specified in the notice of proposed action and any answer of the employee and/or the representative made to the Deciding Official, along with any medical documentation provided. The Agency shall also consider the Douglas factors, which are attached to this Article as Appendix A.

NEGOTIATED GRIEVANCE PROCEDURE

SECTION I. PURPOSE: The purpose of the following grievance and arbitration procedure is to provide a process to ensure timely consideration of the grievances of bargaining unit employees, the Union, or the Agency.

SECTION 2. DEFINITION: A grievance is any complaint:

- A. By an employee concerning any matter relating to his/her employment;
- B. By the Union concerning any matter relating to the employment of any employee in the bargaining unit;
- C. By an employee, the Union, or the Agency concerning;
 - 1. The effect or interpretation, or a claim of breach of this agreement.
 - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 3. EXCLUSIONS: This negotiated grievance procedure shall not apply with respect to any grievance concerning:

- 1. Non-selection from a group of properly ranked and certified candidates.
- 2. A notice of proposed disciplinary, adverse, or performance based action (however, the subsequent decision may be grieved).
- 3. The granting of, or failure to grant, the amount of an award or retention allowance.
- 4. A return of an employee from a non-bargaining unit position as a supervisor or manager to a bargaining unit position,
- 5. Any claimed violation of subchapter III of Chapter 71 of Title 5 U.S.C. as amended relating to prohibited political activities;
- 6. Retirement, life insurance, or health insurance;
- 7. Any examination, certification, or appointment under 5 U.S.C. 7121 (c)(4);
- 8. A suspension or removal for national security reasons;
- 9. Termination of a probationary or trial period employee;

NEGOTIATED GRIEVANCE PROCEDURE

10. Supervisory determination of job elements and performance standards;
11. The content of any Agency Policy or regulation;
12. The classification of any position which does not result in the reduction in grade or pay of an employee;
13. Oral or written counseling, written warning: such actions shall not be used in determining penalty for subsequent actions;
14. A fitness for duty decision which does not result in an action against the employee;
15. An action which terminates a detail or temporary or term promotion by its own terms.

SECTION 4. EXCLUSIVITY: This negotiated procedure shall be the only procedure available to the Union and bargaining unit employees for resolving grievances except as provided in Section 6 below. If an employee wishes to present a grievance on his/her own behalf, a representative of the Union will have the right to be present at any meeting with the Agency concerning the grievance. This right of grievance presentation without Union representation does not extend to arbitration which may be invoked only by the Union on the employee's behalf. Employees reserve the right to request Union representation at any time during the grievance procedure. The designation of a Union representative must be in writing.

SECTION 5. RESOLUTION: Employees and the parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

SECTION 6. ELECTION: In three areas: (1) employment discrimination complaints; (2) removal or reduction in grade for unacceptable performance; and (3) adverse actions (removal, reduction in grade for other than unacceptable performance, suspension for more than 14 days, and furlough for 30 days or less) employees have the option to use either this negotiated procedure or a statutory appeals procedure, but not both. Employees exercise their option when they file a timely notice of appeal under the appropriate appellate procedure or file a timely grievance in writing under this procedure. In employment discrimination complaint actions this election is made in accordance with procedures set forth in the Agency and EEOC regulations.

SECTION 7. COMPUTATION AND APPLICATION OF TIME LIMITS: In computing time periods for Steps 1 and 2 of this Article, should the time to either file a grievance or respond to a grievance fall on a weekend, a holiday, or during a shutdown or furlough, the time limit will automatically be extended to the next business day.

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 8. STEPS FOR FILING A GRIEVANCE:

STEP 1.

A. The grievance shall first be presented in writing by the employee and his/her Union representative, if any, to the grievance official, i.e., the lowest level Agency official with authority to grant the relief sought. Normally, this will be the employee's first-line supervisor. Grievances must be presented within fifteen (15) calendar days from the date of the occurrence of the event giving rise to the grievance or the date the grievant became aware of the occurrence. The written grievance shall contain the following information:

1. Name of grievant;
2. Specific article, section, law, rule, or policy allegedly violated, if known. If alluded to it must be identified;
3. A specific statement of the grievance;
4. The personal relief desired;
5. The name of the representative, if any.

B. The grievance official shall arrange a meeting to be held within fifteen (15) calendar days after receipt to discuss the grievance. Within fifteen (15) calendar days following the meeting, the grievance official shall reply to the grievant and his/her representative in writing.

STEP 2.

A. If the employee is not satisfied with the reply received at Step 1, the grievance may be submitted to the next higher person in the chain of command over the person rendering the Step 1 decision within fifteen (15) calendar days from the receipt of the answer at Step 1. The Step 2 grievance shall be submitted in writing and shall contain the same information submitted in Step 1 (see Section 7, Step 1 A.), the Step 1 reply, and any additional information/evidence the employee wishes to submit.

NEGOTIATED GRIEVANCE PROCEDURE

B. The Step 2 official, or his/her designated representative, shall conduct such investigation as he/she deems necessary to determine the facts in the case. If requested by the employee or the Step 2 Official, he/she shall meet and discuss the grievance with the employee and/or the Union representative for the purpose of giving the employee the opportunity to make any argument he/she believes may impact the decision. The Union may decline the meeting in writing. The Step 2 official, after considering all the facts, shall render his/her decision in writing to the employee within fifteen (15) calendar days after the employee submits his/her Step 2 written grievance or within fifteen (15) calendar days after meeting with the employee and his/her representative, if such meeting is held.

STEP 3.

A. A third step grievance must be filed within fifteen calendar days from receipt of the Step 2 written decision to be timely. It must be filed with the higher management official above the step two official or his/her designee, as designated in the Step 2 decision. If requested by the employee or the Step 3 Official, he/she shall meet and discuss the grievance with the employee and/or the Union representative for the purpose of giving the employee the opportunity to make any argument he/she believes may impact the decision. The Union may decline the meeting in writing. The third step management official shall render a written decision within fifteen calendar days after the meeting, or fifteen calendar days after receiving the grievance if a meeting is not held. If the grievance is denied, the decision will set forth the reasons for the denial in writing. The Step 3 written decision is final and not subject to further review unless the matter is submitted to arbitration as discussed below.

SECTION 9. ALTERNATIVE DISPUTE RESOLUTION: At any point during the grievance process, the parties, by mutual agreement, may elect to utilize the services of a mediator obtained for Alternative Dispute Resolution. Time periods shall be tolled during the ADR process. Enforcement of discipline, other than removal, may be held in abeyance during the ADR process by mutual agreement.

SECTION 10. HIGH LEVEL DECIDING OFFICIAL: Where an employee wishes to grieve a written decision to suspend or remove from a Designated Deciding Official at the Department Head level or above, the Grievance will be filed at Step Two. (See Section 8, Steps for Filing a Grievance above).

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 11. UNION GRIEVANCE:

A. In the case of any grievance which the Union may have against the Agency or the Agency may have against the Union, such grievance shall be submitted in writing to the Director, Civilian Human Resources Center, or the Local 1410 President, as the case may be, within fifteen (15) calendar days after the date of occurrence of the event giving rise to the grievance or the date the Party became aware of the occurrence. It shall contain the following:

1. A statement setting forth the facts upon which the grievance is based;
2. The specific Article and section of the agreement, law, rule, regulation or policy alleged to have been misapplied and/or misinterpreted; and
3. The correction sought.

B. A meeting of the Parties will be held within fifteen (15) calendar days after receipt of the grievance with a written response by the appropriate party within fifteen (15) calendar days after the meeting.

SECTION 12. ADVANCEMENT OF GRIEVANCE: Failure of the grievant or the Union to proceed with a grievance within any of the time limits specified in this agreement shall render the grievance void or settled on the basis of the last decision given by the Agency, unless an extension of time limits has been agreed upon. Failure of the Agency to answer a grievance within the time limits prescribed in each step shall allow the grievant or the Union to proceed to the next higher step of the procedure, unless an extension of time limits has been agreed upon by the Parties.

ARBITRATION

SECTION 1. SUBMISSION TO ARBITRATION: If the Agency and the Union fail to settle any grievance under the negotiated grievance procedure, such grievance, upon written request by either the Agency or the Union within fifteen (15) calendar days after issuance of the final decision, may be submitted to arbitration.

SECTION 2.. SELECTION OF ARBITRATOR: Within fourteen (14) calendar days from the date of the request for arbitration, the parties will meet to select an arbitrator that will hear and decide the case. If the parties cannot agree on an arbitrator, they will jointly request from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) arbitrators and they will jointly pay for that service. The request to the FMCS will specify that the parties request a list of seven (7) impartial persons from within the local geographical area that have Federal Sector Labor Law experience. The parties will meet within seven (7) days after receipt of such list. If the parties cannot agree on an Arbitrator, the Agency and the Union will each strike one arbitrator's name from the list of seven (7) and will repeat this procedure until one person remains who will be the duly sworn selected arbitrator. The flip of the coin will determine who strikes a name first.

SECTION 3. ISSUES: If the Parties fail to agree on a joint submission of the issue for arbitration, including any threshold issues, each will submit a separate submission and the arbitrator will determine the issue(s) to be heard. The submission of the issue(s) for arbitration will be done once the arbitrator has been selected, and will be submitted prior to the hearing.

SECTION 4. ARBITRATION DATE: Upon selection of the arbitrator, the respective representatives for the parties will jointly communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing.

SECTION 5. WITNESSES:

A. Testimony: The parties shall exchange list of proposed witnesses no later than fifteen days prior to the hearing. Upon timely request by the Union (or upon the exchange of witness lists), the Agency will adjust the shifts of employees in order to allow them to testify during duty hours. Local travel procedures as per the Joint Travel Regulation will apply. All participants shall be on official time during the proceeding, overtime shall not be paid except by order of the arbitrator or mutual consent. This does not preclude either party calling witnesses after the submitting of the initial list. It shall be the sole discretion of the arbitrator to determine who may testify.

B. Management Officials: If the agency objects to the Union's request to call a management official at the Chief of Staff and above level as a witness, either party may ask the arbitrator to make a ruling prior to the hearing, via a pre-hearing telephone conference.

SECTION 6. FEES: The arbitrator's fee and the expense of the arbitration, if any, will be equally borne by both parties. If prior to the arbitration hearing or decision, the parties resolve the grievance the cancellation fee will also be shared equally. Each party will bear the expenses of its own witnesses who are not employees of NCR and will be responsible for arranging for the appearance of those witnesses at the hearing. The arbitration hearing will normally be held on the Agency's premises during the regular day shift hours of the .basic workweek. All participants in the hearing who are bargaining unit employees will be :in duty status.

SECTION 7. TRANSCRIPTS: When a formal hearing is used, verbatim transcription will be utilized if agreed to by both parties. The cost of this transcription service will be equally divided between the Agency and the Union. If the patties cannot agree to share costs equally, either the Agency or the Union may utilize verbatim transcriptions at its own expense. If either patty desires a transcript of the proceedings, that party will bear the expense of the transcript. If both parties desire a transcript, the parties will share the cost. Either Party may request to file a post-hearing brief, subject to the Arbitrator's approval.

SECTION 8. ARBITRATOR AUTHORITY: The arbitrator will be requested to render his/her decision as quickly as possible after the conclusion of the hearing or after submission of closing briefs, if applicable. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In matters covered under Title 5 U.S.C. 4303 and 7512 which have been raised under this procedure, an arbitrator shall be governed by Title 5 U.S.C. 770 I 41).

SECTION 9. EXCEPTIONS: The decision and award of the arbitrator will be final and binding except that either party may file an exception to the award as provided in 5 U.S.C. Section 7122. The parties retain their rights under 5 USC 7122, 5 USC 7123, and 5 USC 7702. The filing of an exception with the FLRA will serve to stay the implementation of any award until the FLRA accepts or denies the appeal.

SECTION 10. DISPUTES: Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards.

SECTION 11. RESTRICTIONS: The arbitrator will not in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter the provisions of this agreement.

SECTION 12. ATTORNEY FEES: In accordance with applicable laws and regulations, and where attorney fees are allowed, the arbitrator may award reasonable attorney fees.

Section 13. EXTENSIONS: All time limits in this arbitration procedure may be extended by mutual written consent.

PAST PRACTICES

SECTION 1. GENERAL PROVISIONS:

A. Definition: Pursuant to the Federal Labor-Management Relations Statute, 5 USC Chapter 71, and precedents of the Federal Labor Relations Authority, the Parties acknowledge that a past practice is established when a practice has been consistently exercised for an extended period of time, and followed by both Parties, or followed by one Party and not challenged by the other.

B. Requirements: In more specific terms, the Parties agree that to be a binding past practice, the practice must:

1. Concern conditions of employment of affected bargaining unit employees;
2. Be consistent within a section, which is physically co-located and under one supervisor;
3. Have the expectation of continuation;
4. Have mutuality (that is, the Party asserting the existence of a past practice must show that the other Party knew of the practice and either agreed to it, or at least acquiesced in it).
5. The Party which seeks to rely on an asserted practice has the burden of proof regarding the existence of such a practice.

SECTION 2. NOTICE: Supervisors who are considering changes in personnel policies, practices, or working conditions which may impact employees are encouraged to contact the Labor and Management Employee Relations Office for guidance. The Agency may change a past practice with prior notification to the union and appropriate bargaining in accordance with the "Bargaining During the Term of The Agreement" Article of this CBA.

SECTION 3. COVERED-BY: The Parties agree that the continuation of any past practice or alleged past practice not specifically covered by this collective bargaining agreement shall be subject to negotiations between the Parties.

BARGAINING DURING THE TERM OF THE AGREEMENT

SECTION 1. INTRODUCTION: In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 USC Chapter 71, and by subsequently prescribed government-wide rules and regulations implementing 5 USC 2302 (the prohibited personnel practices).

SECTION 2. PURPOSE: The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement. Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or changes to established personnel policies and practices during the term of this agreement, which affect the working conditions of unit employees.

SECTION 3. MID-TERM REOPENER: By mutual consent of the Parties, the express terms of the Agreement may be amended at any time. In addition, each Party may reopen not more than three existing articles and propose one new article by serving written notice and/or proposals on the other during the eighteenth month of this Agreement. Negotiations shall be accordance with the provisions of this Article.

SECTION 4. AGENCY NOTICE OF PROPOSED CHANGE: At any time, either Party may propose changes in conditions of employment not already covered by this Agreement.

A. Agency Initiated Request: For Agency initiated changes, the Union will be provided with reasonable advance written notice, not less than fifteen (15) days prior to the proposed implementation date, of any change affecting conditions of employment. The initial notice will, at a minimum, contain the following information:

1. A statement of the existing written policy, schedule, process, structure or organizational chart;
2. A statement and description as to the nature and scope of the proposed change;
3. An explanation of why the proposed change is necessary;
4. If the proposed change is directed by an outside authority, the documentation from that authority, except to the extent such disclosure is prohibited by applicable law;
5. The number and location of employees the Agency anticipates will be affected;

6. The proposed implementation date; and

7. The name and title of the Agency official to whom the Union should respond.

B. Union Response to Agency Notice: If in response to an Agency Notice, the Union desires to bargain, receive a briefing or waive, it must submit a response to the Agency within fifteen (15) days of receipt of the notice. Failure to submit a timely response shall constitute a waiver on the part of the Union. Upon request the Agency will provide information such as:

1. An explanation of the Union's plans for implementing this change;
2. How the Union expects these employees will be affected.

SECTION 5. UNION NOTICE OF PROPOSED CHANGE:

A. Notice of Union Initiated Request: If proposed by the Union, the initial notice will, at a minimum, contain the following information:

1. A statement and description as to the nature and scope of the proposed change;
2. An explanation of the expected benefit of the proposed change;
3. To the extent known by the Union, the location of employees affected.

B. Agency Response to Union Request: Upon a Union initiated request to bargain in connection with a matter for which a duty to bargain exists, the Parties shall schedule bargaining to begin no later than fifteen (15) days from the time of receipt by Management of the Union's request.

SECTION 6. BARGAINING STRATEGY: The Parties will mutually agree on the style of bargaining (e.g. Traditional Bargaining with written proposals, Interest-Based Bargaining with identified interests or Hybrid. Traditional Bargaining shall be the default if the Parties fail to agree on the bargaining strategy. The Parties retain the right to modify, withdraw, or add to any interests, concerns, or proposals they may have discussed or exchanged earlier.

SECTION 7. GROUND RULES FOR MID-TERM BARGAINING: The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 USC Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement, and may only be changed by mutual consent.

A. Briefings: Either Party may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.

B. Bargaining Teams:

1. Bargaining teams will normally consist of three (3) representatives from each Party.

2. The Union will be authorized at least the same number of Union representatives on official time as the Agency has representatives at the negotiations table, however not less than three (3) representatives.

3. By mutual agreement, the number of negotiators may be increased based on the complexity and, or number of issues to be negotiated. at the beginning or during negotiations.

4. The designated Union negotiators will be on duty time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.

C. Adjustment of Work Schedules: Absent mutual agreement, the alternate work schedules and flexi place schedules of the Parties will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted according to the agreed-upon hours of negotiations.

D. Alternates and Observers: Designated alternate(s) may substitute for committee members. Such designated alternates will be entrusted, by the chief negotiator, with the right to speak for and to bind the members for whom they substitute. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.

E. Negotiation Sessions: The starting date and the daily schedule for negotiations will be established by the Chief Negotiators, taking into consideration the nature and proposed implementation date of the change. The Agency shall provide a negotiating room, and convenient confidential access to a telephone, unless the Union requests another site for negotiations, or the Parties mutually agree otherwise. Bargaining sessions normally conducted Tuesday through Thursday unless the Parties agree otherwise.

F. Facility Arrangements: Negotiations will be held in a suitable meeting room provided by the Agency at a mutually agreed upon site. The Agency will provide the Union negotiating team with customary and routine office equipment, supplies, and services, including but not limited to computer(s) with Internet access, telephone(s), desks and/or tables and chairs, and access to at

least one printer/copier. The Agency will furnish the Union negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room.

G. Caucuses: It is agreed that either team may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Agency. There is no limit on the number of caucuses which may be held, but each Party will make every effort to restrict the number and length of caucuses.

H. Reaching Agreement: Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/ Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party. During negotiations, the Chief Negotiator (or an alternate) must be present and have the authority to bargain and reach agreement on behalf of the Party. The Chief Negotiator for each Party will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each Party will retain his/her copies and initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.

I. Effective Date: The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. All agreements will set forth an "effective date" and a "termination date". The effective date will be no sooner than thirty-one (31) calendar days from execution, or upon agency head approval, and the termination date will be no later than the termination date of this agreement. Agreements negotiated pursuant to this article will be subject to Union ratification (prior to official signature) and may be subject to Agency head approval pursuant to 5 USC § 7114(c).

J. Note Taking: No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker to keep notes and records during the sessions. The Union note taker may be in addition to the bargaining team and will be on official time.

K. Time Frames: Any time frames specified in this Article may be waived or extended by mutual agreement of the Parties.

SECTION 8. NEGOTIATBILTY DISPUTES:

A. Resolution of Disputes: If, after a good faith effort, the Parties are unable to reach an agreement, the matter may be referred to the Federal Services Impasses Panel (FSIP) for resolution. If the Agency declares a proposal to be non-negotiable, the Parties agree to utilize the FLRA's ADR procedure for resolution and guidance. Management shall not implement the proposed change(s) prior to completion of full and proper negotiations, including impasse proceedings. Union participants in these negotiations shall be on official time for any third Party proceeding, including but not limited to, preparation and investigations. Nothing in this Article precludes the Parties from invoking the services of the Federal Mediation and Conciliation Service (FMCS) at any point in negotiations.

B. Resuming Negotiations: If any proposal is determined to be negotiable or the allegation of non-negotiability is withdrawn, a request to resume negotiations must be made within thirty (30) calendar days from when the proposal is declared to be negotiable, or after the claim that the proposal is nonnegotiable is withdrawn. The parties will resume negotiations within a reasonable time after the request is made. Nothing in this section will preclude the right of judicial appeal.

C. Scope of Bargaining: Any provisions disapproved during Agency-head review may be referred to the FLRA by the Union. Any provision found by the FLRA to be within the scope of bargaining will be incorporated into the final Agreement. If the FLRA sustains the Agency's determination that the proposal is outside the duty to bargain the Patties will return to the bargaining table within a reasonable period of time to resume negotiations over the subject matter of the proposal. Negotiations will be limited to the specific language/provisions disapproved under Agency head Review.

D. Revisions: Nothing in this Section precludes the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations, or mutually agreeing an extension of time limits in this Article.

SECTION 9. IMPASSE: Impasses in negotiations shall be resolved by recourse to the provisions of Section 7119 of the Federal Service Labor-Management Relations Statute. The Parties shall be deemed to be at impasse at the conclusion of thirty (30) calendar days, unless the Parties mutually agree otherwise. However, either Party or both Patties jointly may declare an impasse prior to the completion of thirty (30) days. Either Party may request the FMCS to provide mediation services within ten (10) days after the impasse. The mediator shall be the sole judge of the procedures to be followed in attempting to resolve impasses.

A. Submission to the Panel: Any impasse not resolved through the FMCS may be submitted within ten calendar days by either Party to the FSIP to consider the matter under its regulations.

B. Postponement of Implementation: Other than an emergency, implementation shall be postponed to allow for the completion of bargaining, including impasse proceedings, except as required by Law.

SECTION 10. WAIVERS: Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable (except as in Section 5A).

SECTION 11. DATABASE OF MEMORANDUMS OF AGREEMENT: An electronic database for existing and future memorandums of understanding will be established and maintained by the Agency. This data may be facility based and will be made accessible to Union officials.

ARTICLE 5

DATE AND DURATION

SECTION 1. Duration: This agreement shall remain in effect for three (3) years from the effective date.

SECTION 2. Notice: If either party wishes to renegotiate the agreement, that party must provide written notice to the other party of their desire to do so at least sixty (60), but not earlier than one hundred five (105) calendar days immediately preceding the expiration date. When either party requests to renegotiate the agreement, the provisions of this agreement shall be honored until a new agreement becomes effective, except for those provisions that are contrary to any law, regulation, or Executive Order. The parties will proceed with negotiations within a reasonable period of time after receipt of such notice.

A notice of desire to reopen this Agreement, as provided above, will contain a list of any Article(s) to be negotiated and any new Article(s) proposed. Except as otherwise agreed, negotiations shall take place in accordance with procedures set forth in the Mid-Term Bargaining Article of this CBA

SECTION 3. Rollover: If neither party serves notice to renegotiate this agreement, it shall be automatically renewed for successive one (1) year periods.

SECTION 4. Severability: In the event that any provision of this agreement shall at any time be found or declared to be invalid by a court of competent jurisdiction or other third party, or by Government regulation or decree, such decision(s) shall not invalidate the entire agreement, since it is the expressed intention of the Agency and the Union that all provisions not found or declared to be invalid remain in full force and effect for the duration of the agreement.

SECTION 5. Effective Date: The effective date of this agreement shall be the date it is approved by the Department of Defense; or the 31st day following the date of execution of this agreement if approval or disapproval has not occurred before that date in accordance with 5 USC 7114 (c), 2 & 3.

SECTION 6. Waiver: The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 7. Reopener: Either party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement, but such negotiations may be conducted only by mutual consent of the parties. Such negotiations shall be conducted in accordance with Article 3, Mid-Term Bargaining.

SECTION 8. Amendments and Modifications: This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.