

**Defense Health Agency**

**Winn Army Community Hospital**

**Fort Stewart/Hunter Army Airfield**

**Non-Professional Collective Bargaining  
Agreement**

**with**

**American Federation of Government Employees**

**Local 1922**

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## ARTICLE 1: PURPOSE

**Section 1.** This Agreement is between the Defense Health Agency, Winn Army Community Hospital (Winn) at Fort Stewart (FS) and Hunter Army Airfield (HAAF), Georgia, (Management), and Local No. 1922, American Federation of Government Employees, AFL-CIO, (the Union). This Collective Bargaining Agreement (CBA) applies to non-professional bargaining unit employees (BUE) identified with bargaining code DD5637 as found on Standard Form 50-B, item #37.

**Section 2.** It is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Federal service and the wellbeing of BUEs within the meaning of 5 United States Code (U.S.C.) §71, to establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment and working conditions, and to provide a means for amicable discussion and adjustment of matters of mutual interest at Winn FS/HAAF, Georgia.

**Section 3.** The Parties acknowledge that during the negotiations that resulted in this agreement the Union had the right and opportunity to make proposals with respect to personnel policies, practices, and general working conditions and/or conditions of employment affecting members of the bargaining unit. The Union acknowledges that Management may make changes to such personnel policies, practices, and general working conditions and/or conditions of employment, provided such changes are not inconsistent with the terms of this agreement and the Union is consulted and given the opportunity to negotiate the impact and implementation as provided in Article 8 of this agreement.

## ARTICLE 2: DEFINITIONS

**Section 1.** The Parties agree that the following definitions of terms will govern dealing between the Parties and will be mutually agreed on definitions where they appear in this agreement.

**Section 2. Definitions.**

a. Agency Business – Work performed by federal employees, including detailees or assignees, on behalf of an Agency, but does not include work performed on official time.

b. Alternate Worksite – A location in the BUE's home, designated by the BUE as the location they will use to perform their official duties, and/or other location(s) agreed to by the BUE and his or her immediate supervisor.

c. Bargaining Unit – That group of individual employees occupying appropriate fund positions at FS and HAAF represented by the Union as stated in the grant of exclusive recognition, dated February 21, 2023. This unit description excludes all those BUEs' occupying positions which are excluded by 5 United States Code (USC) §7112.

d. Civil Service Reform Act (CSRA) – Refers to Public Law (PL) 95-434, the Civil Service Reform Act of 1978, as amended.

e. Compressed Work Schedule – In the case of a full-time BUE, an 80 hour biweekly basic work requirement that is scheduled by the Agency for less than ten workdays; and in the case of a part-time BUE, a biweekly basic work requirement of less than 80 hours that is scheduled by an Agency for less than ten workdays and that may require the BUE to work more than eight hours in a day.

f. Consult – Meaningful discussions and/or written communications between the Parties for the purpose of reviewing impact and implementation of management plans or proposals on matters pertaining to working conditions and/or conditions of employment of BUE, with the opportunity to make suggestions on prior Management’s final decision, and with no obligation to arrive at a mutually acceptable decision.

g. Management Official – Any individual, as defined in 5 USC §7103, who is in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

h. Negotiate – Good-faith bargaining between the Parties with the objective to arriving at a formal decision or agreement on matters pertaining to impact and implementation of working conditions and/or conditions of employment of BUEs.

i. Official Duty Location – A BUE’s Official Duty Location is the Official Duty Location as defined in 5 Code of Federal Regulations (CFR) §531.605.

j. Official Time – Time granted to a federal BUE to perform non-Agency business during duty hours pursuant to applicable laws, rules, or regulations.

k. Steward – A representative appointed by the Union for the purpose of providing a vehicle for BUEs to utilize in the representation of matters to appropriate Management officials.

l. Supervisor – Any individual, as defined in 5 USC §7103, who has the authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove BUEs, to adjust their grievances or to effectively recommend such action, if the exercise is not merely routine or clerical in nature but requires consistent exercise of independent judgment.

m. Telework – Performance of official duties at an alternative worksite (i.e., home or other location).

n Teleworker – A BUE (i.e., permanent, part-time, temporary) who works at an alternative worksite (i.e., home, telework center, or other location) on an occasional and/or recurring schedule with a Telework Agreement.

o. Telework Agreement – A written agreement completed and signed by a BUE and appropriate official(s) in his or her mission area/Agency/staff office that outlines the terms and conditions of the telework arrangement.

p. Union – Refers to Local 1922 of the American Federation of Government Employees (AFGE) which is affiliated with the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).



q. Union Officials – Elected officers of the Union in the position of President; Executive Vice-President; Vice President, FS; Vice President, HAAF; Secretary-Treasurer; Chief Steward, FS; and Chief Steward, HAAF.

### ARTICLE 3: LEGAL AUTHORITY

**Section 1.** This agreement is governed by existing Federal laws, Government-wide rules or regulations, and Department of Defense (DoD) or DHA rules and regulations. The Parties agree that the definitions of terms in Article 2 will govern dealing between the Parties and will be mutually agreed on definitions where they appear in this agreement.

**Section 2.** In the event of new or amended governing directives that affect or contradict certain Articles of this Agreement, the Union and Management may agree to negotiate implementation of the directives, which could result in a new amended article.

**Section 3.** It is agreed by the Parties that when changes are made to governing directives above the DHA level that establishes new personnel policies, practices, or procedures not currently contained in this agreement, a new article will be appropriately negotiated to update the agreement. Management shall provide the Union written electronic notification of all proposed governing directives or other type of proposals that Management intends to implement, which could affect BUEs. If Management proposes new changes to existing governing directives and the proposed directive does not state the intended changes, bargaining unit obligations must be met on the entire directive unless there is evidence that obligations have been previously met. Negotiations will commence no later than 30 days after receipt of the changed directive by the Parties. Negotiations shall occur prior to implementation unless higher authority directs implementation prior to meeting bargaining unit obligations. The new amendments resulting from these negotiations will not be put into effect prior to approval of Defense Civilian Personnel Advisory Services. The same conditions under which the basic agreement is reviewed and approved will govern review and approval of new articles or supplements.

### ARTICLE 4: MANAGEMENT RIGHTS

**Section 1.** Subject to Section 2 of this Article and in accordance with (IAW) 5 USC §7106, nothing in this negotiate agreement shall affect the authority of any Management official:

a. To determine the mission, budget, organization, number of BUEs, and internal security practices of the Agency.

b. IAW applicable laws:

1) To hire, assign, direct, layoff, and retain BUEs of Management, or to suspend, remove, reduce in grade, or pay, or take other disciplinary action against such BUEs.

2) To assign work, to make determination with respect to contracting out, and to determine the personnel by which Management operations are conducted.

3) With respect to filling positions, to make selections for appointment from among properly ranked and certified candidates from referral lists or any other appropriate sources.

4) To take whatever actions, IAW prevailing law and regulations, to carry out Management's mission during emergencies.

**Section 2.** Nothing in this negotiated agreement shall preclude Management and the Union from negotiating IAW 5 USC §7106(b):

a. Management has chosen not to negotiate over the substance of any subjects set forth in section 5 USC §7106(b)(1). This includes the numbers, types, and grades of BUEs or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

b. Procedures which Management officials will observe in exercising any authority under 5 USC §7106.

c. Appropriate arrangements for BUEs adversely affected the exercise of any authority under 5 USC §7106 by management officials.

## ARTICLE 5: MANAGEMENT OBLIGATIONS

**Section 1.** Management agrees not to apply a new policy affecting BUE without consultation and/or negotiation with the Union, where appropriate, as outlined in Article 8.

**Section 2.** Management is obligated to consult and/or negotiate with the Union President or their designated representative concerning personnel policies and practices, and matters affecting conditions of employment and/or working conditions, as appropriate, subject to law and policy requirements. Management agrees to notify the Union IAW Article 8 where anticipated changes relative to the foregoing matters may have an impact on BUE.

**Section 3.** Management will endeavor to assure that all levels of staff and Management are apprised of their responsibilities under the provisions of this Agreement.

**Section 4.** Management agrees to consider conducting labor relations training for Union stewards and representatives when the Union requests such training, and the workload permits. Management agrees to all costs associated with such training.

**Section 5.** Management agrees to consider allowing the Union to brief supervisors, upon request, on topics of interest to both Parties.

## ARTICLE 6: UNION OBLIGATIONS

  
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**Section 1.** The Union agrees to encourage BUEs to actively support Management in its efforts to promote an effective and efficient means of accomplishing Agency missions; encourage BUEs are accountable for their conduct and performance on the job; expand Agency flexibility to address operational needs; reduce the cost of Agency operations, including with respect to the use of official time; are consistent with applicable laws, rules, and regulations; do not cover matters that are not, by law subject to bargaining; and preserve Management rights under the law.

**Section 2.** The Union agrees to make equitable use of its stewards to the degree practicable within the activity to which the stewards are assigned. Stewards normally will represent BUEs with the activity to which the steward is assigned. It is also understood that participation in labor organizations safeguard the public interest and contribute to efficiency.

**Section 3.** Management will neither designate a representative for a BUE, nor will Management require any BUE or individual to service as a representative of another BUE. The Union recognizes that, IAW applicable regulations, it may not represent BUEs who are supervisory personnel or otherwise not in the bargaining unit, nor does this agreement apply to these BUEs.

**Section 4.** The Union agrees not to discriminate or refrain from representing any BUE in the bargaining unit because of their failure to become or remain a member of the Local 1922, AFGE.

**Section 5.** The Union will make reasonable efforts to be specific in identifying the area of information desired when requesting information under 5 U.S.C. §7114(b)(4). To help assure the proper level of coordination and effort by Management, the Union will submit all information requests under 5 U.S.C. §7114(b)(4), in writing to the Labor/Management Employee Relations (LMER) Specialist and each request will be signed by the Union President or other Union Official on behalf of the President. If it is unclear to Management what information is being sought or what records or in what databases the records containing the requested information is maintained, the Union will meet with Management to discuss the request, and if applicable, review various types of records maintained by Management in an effort to determine what records and databases may best fill the Union's request.

## ARTICLE 7: MUTUAL OBLIGATIONS

**Section 1.** Managements will confer with the appropriate Union representative to assure uniform interpretation, understanding, and implementation of this basic agreement.

**Section 2.** In the event of conflict in interpretation, both Management and Union representative will refer the matter for clarification to the LMER Specialist and the Union President.

**Section 3.** Both Union Officials and stewards will have a working understanding of this agreement and be able to explain its provisions to the BUEs they represent.

## **ARTICLE 8: MATTERS APPROPRIATE FOR CONSULTATIONS AND/OR NEGOTIATIONS**

**Section 1.** It is agreed and understood that matters appropriate for consultations or negotiations between the Parties are policies, programs, and practices affecting the working conditions and/or conditions of employment which are within the discretion and control of Management, including but not limited to such matters as safety, training, labor-management cooperation, BUE services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force (RIF) procedures, and hours of work.

**Section 2.** The following definitions of terms used in this Agreement will apply:

a. Consult – Meaningful discussions and/or written communications between the Parties for the purpose of reviewing a Management plan or proposal on matters pertaining to working conditions and/or conditions of employment of BUE, with the opportunity to make suggestions prior to Management’s final decision, and with no obligation to arrive at a mutually acceptable decision.

b. Negotiate – Good-faith bargaining between the Parties with the objective of arriving at a formal decision or agreement on matters pertaining to working conditions and/or conditions of employment of BUE.

**Section 3.** Management and the Union agree that the following procedures are applicable concerning changes to provisions in this Agreement and concerning personnel policies, practices, working conditions and/or conditions of employment affecting members of the bargaining unit when such changes result from a new regulation or other directive of appropriate authority.

a. Management (i.e., originating individual or “office”) will provide the Union written notification of the proposed changes or implementation (with a copy provided to the LMER Specialist) no later than ten days before the change or implementation goes into effect. The ten-day time frame will commence on the first full calendar day following the date on which the Union is otherwise appropriately notified.

b. The Union will within ten calendar days inform Management (normally, the individual or office originating the Management correspondence) in writing of the Union’s views on the proposed change or implementation and/or indicate the Union’s intent to consult or negotiate concerning the proposed change or implementation. Failure of the Union to respond in writing within ten calendar days or request in writing an extension of consideration time during that period will be considered acceptance of the proposed change or implementation. Such extension of consideration time will not normally exceed five calendar days unless otherwise mutually agreed upon.

c. If Management fails to provide notice of change in working conditions and/or conditions of employment affecting a BUE subject to this Agreement to the Union, the Union is entitled to grieve the same on behalf of the BUE(s) within 30 days of the change in working condition and/or condition of employment under the grievance procedure in Article 16 described herein.

**Section 4.** It is further recognized that this agreement is not an all-inclusive document, and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either



party to meet with the other to discuss and negotiate on I&I matters not originally covered by this agreement.

## **ARTICLE 9: RECOGNITION AND COVERAGE**

**Section 1.** Management recognizes the Union as the exclusive representative for all permanent civilian non-supervisory non-professional BUEs as specified by the Federal Labor Relations Authority (FLRA) case #AT-RP-22-0034 in its grant of certification of the bargaining unit dated February 21, 2023.

**Section 2.** The Union recognizes its responsibility to represent the interest of all BUEs irrespective of their union membership with respect to grievances, personnel policies, practices and procedures, and other matters affecting working conditions and/or conditions of employment.

**Section 3.** The bargaining unit includes, and this Agreement covers all current and future eligible non-professional Winn non-supervisory civilian BUEs at FS/HAAF except those employees described at 5 U.S.C. §7112(b), and more particularly described as follows:

- a. Any Management official or supervisor.
- b. Confidential employees.
- c. Employees engaged in personnel work in other than a purely clerical capacity.
- d. Employees engaged in administering the provisions of 5 U.S.C. §7101, et seq.
- e. Employees engaged in investigative, intelligence, and counterintelligence work.
- f. Employees engaged in security work.
- g. Employees primarily engaged in investigative or audit functions.
- h. Temporary employees.
- i. Intermittent employees.

**Section 4.** Individual determinations regarding the appropriateness of positions as being either included or excluded from the bargaining unit, where contested, may be resolved through FLRA regulations and procedures.

## **ARTICLE 10: UNION REPRESENTATION AND OFFICIAL TIME**

**Section 1.** The Union may designate a maximum of one steward per 50 BUEs, to ensure an equitable distribution of stewards among organizations so that each BUE in the unit will have reasonable access to a steward. This does not include the Chief Steward for FS or the Chief Steward for HAAF.

**Section 2.** The Union shall supply Management in writing and shall maintain with Management on a current basis a complete list of Union Officials, stewards, and alternate stewards together

with the organizational areas and locations where each has been assigned responsibility for representation.

**Section 3.** The Union will verify to Management at least quarterly that this list of Union Officials and stewards is current and/or update the list. Only such designated BUEs will be eligible for official time. Management agrees to recognize the officers, duly designated representatives, and stewards of the Union.

**Section 4.** Representational duties will be confined to the steward's assigned directorate or organizational staff element. Exceptions to this may be made where there is a personal conflict of interest. In such cases, the Chief Steward for that site (FS or HAAF) would assume the representational duties.

**Section 5.** Time during work hours granted to Union Officials and stewards, not charged to leave, will be designated as official time. Official time will not be accrued and carried over to following pay periods. The Union President has full discretion on distribution of official time within organizational elements up to the maximum time allowed. Official time is limited pursuant to the following table:

POSITION	RATIO/UNION	PER PAY PERIOD
President	1	40%
Executive Vice President	1	20%
Secretary/Treasurer	1	5%
Vice President, FS	1	5%
Vice President, HAAF	1	5%
Chief Steward, FS	1	15%
Chief Steward, HAAF	1	15%
Stewards	1 per 50 BUE	10%

**Section 6.** Activities for which properly designated Union representatives may appropriately use official time (i.e., excused absence) during duty hours without charge to leave or loss of pay include, but are not specifically limited to, the following:

a. Stewards:

1) Prepare and present to Management a BUE grievance filed under the negotiated grievance procedure IAW the procedural steps outlined in Article 16.

2) Attend formal and investigatory meetings between Management and BUEs within the steward's assigned representational area when such meetings are called by Management.

3) Participate in arbitration hearings in either a representational capacity or as a witness subject to the provisions of Article 16.

4) Consult with Management within the steward's assigned area of responsibility over grievances, personnel policies, practices, or matters affecting working conditions and/or

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conditions of employment of BUEs in the assigned area. Stewards at FS will not NORMALLY participate as representatives in grievances at HAAF and vice versa.

5) Participate in periodic Union/LMER Specialist meetings (limited to the Union President or their designee and one other Officer/steward). In cases where Management has three or more present, the Union will be allowed to have the same number of representatives at the meeting.

6) Participate in Management-Labor Council Meetings or Forums.

b. Union Officials:

1) Consult with Management either at Management's request or upon request of the Union on appropriate matters which would affect activity BUEs.

2) Attend formal meetings between Management and BUEs from throughout the bargaining unit when such meetings are called by Management.

3) Prepare and present Union grievances or Unfair Labor Practices (ULP) to Management.

4) Prepare responses to Management grievances.

5) Participate in arbitration, Merit System Protection Board (MSPB), Equal Employment Opportunity (EEO) hearings in either a representational capacity or as a witness subject to the provisions of applicable laws, rules, regulation, this contract, and decisions of the Administrative Judge.

**Section 7.** Subject to workload considerations, a reasonable amount of time during work hours may be granted to Union Officials, stewards, and aggrieved BUEs for attendance at hearings and meetings with Management. Subject to workload considerations, a reasonable time may also be allowed for officers and stewards to meet with BUEs to discuss, prepare for, and present grievances, appeals, discrimination complaints, and other appropriate matters.

**Section 8.** It is not intended that official time will be granted to any one steward for repeated service as a Union representative when such repeated service would unduly interfere with the performance of their regular duties.

**Section 9.** Use of official time for activities not authorized by this agreement, or failure to adequately describe the time used, may result in the retroactive denial of use of official time.

**Section 10.** It is agreed that there will be only one representative on official time at the first step of a grievance or complaints. Further, official time will not be permitted for BUEs already in a leave status (e.g., annual leave, sick leave, leave without pay (LWOP)), are working overtime unless health or safety is involved, or to perform representational duties outside the bargaining unit in which they are employed.

**Section 11.** It is expected that the use of telephones to conduct Union representational duties normally should not exceed ten minutes per discussion.

**Section 12.** Certain Union activities are not considered to be of benefit to Management and will be conducted only during the BUE's own time and not during duty time or in work areas. These

activities include but are not limited to solicitation of membership; dues collection; campaigning for a Union office; distribution and posting of literature unless authorized by this Agreement and representational duties outside the bargaining unit described in this Agreement.

**Section 13.** Should it be necessary for a Union steward to leave their work area, they shall request permission from their immediate supervisor and the immediate supervisor of the section they intend to visit as much in advance as possible. The steward will report to their immediate supervisor upon their return to their work area. Such visits will be conducted as close as practicable to the aggrieved BUE's work site.

**Section 14.** Prior to entering a work area, the Union representative will make arrangements with that supervisor to contact the BUE(s). However, if the supervisor cannot release the BUE(s) at that time, the supervisor will advise the steward of a time when the BUE(s) will be available. Where delays in presenting grievances are caused by the supervisor's inability to release a BUE due to patient care, normally no more than 24 hours, additional time for such purpose may be granted understanding the fact that patient care considerations are paramount. Union Officials, stewards, and the BUE(s) contacted will report to their supervisors upon their return to work.

**Section 15.** A BUE desiring to leave their job to secure the advice and assistance of the steward assigned to represent the area will obtain their immediate supervisor's permission before doing so. However, if the steward's immediate supervisor cannot release from duty, the BUE will report back to their immediate supervisor upon returning to work area. Any BUE desiring to confer with the steward assigned to the area will also obtain oral permission from the steward's immediate supervisor before interrupting the steward's work.

**Section 16.** Contact between a BUE and their steward assigned to represent their respective area will normally take place within the immediate vicinity of the BUE's assigned work area so long as privacy can be assured.

**Section 17.** Each Union Officer and steward shall report to work at their regular work site at the beginning of their respective shift, unless otherwise agreed to by a higher-level supervisor. Each Union Officer and steward shall enter and remain in their work area only on their respective shift unless otherwise agreed to by a higher-level supervisor. Union representatives will not be on official time for meetings with Management held outside their regularly scheduled working hours.

**Section 18.** To account for the total hours and usage spent by Union Officials and stewards on approved Union activities, the following procedures will be followed: Union Officials and stewards will submit either an Office Personnel Management (OPM) Form 71 or appropriate digital alternative. Union Official and stewards will annotate the proper date, time, and total hours in the "Other Paid Absence" section. In the "Remarks" section, Union Officials and stewards will annotate the reason for the use of official time by citing to a specific activity authorized in Section 6.

**Section 19.** Union Official and stewards may receive and investigate, but shall not solicit, grievances from BUEs.

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**Section 20.** Upon request of their steward, a BUE's immediate supervisor will arrange for a private facility in instances where the steward and BUE request a private discussion.

**Section 21.** Action shall be taken by Management to make all supervisors of Union Officers and stewards aware of the requirement that no restraint, interference, coercion, or discrimination will be used against a Union representative because of the performance of their representational duties and responsibilities. Failure to comply with this policy may constitute grounds for disciplinary action.

**Section 22.** Union Officers and stewards are authorized to perform and discharge the representational duties and responsibilities which may be properly assigned to them by the Union President. Each Union representative is authorized to consult with their respective Management official at their level and to conclude agreements on appropriate matters subject to approval by the Union President and authorized Management official. Under all conditions, the LMER Specialist will be notified before consultations or meetings occur.

**Section 23.** Authorized representatives of the Union who are not BUEs of Winn will be allowed to visit Winn at reasonable times with as much advance notice as practicable to the respective Deputy Commander for the BUE, or their designated representative; however, this timeline may be shortened upon agreement by both Parties (Management and Union). However, when the visit is only to the Union office to meet with individuals who are not otherwise in a duty status, no advance notice is required subject to applicable security regulations.

## **ARTICLE 11: USE OF FACILITIES, EQUIPMENT, AND BULLETIN BOARDS**

**Section 1.** Facilities will be provided, wherever practicable and available, for meetings with individual BUEs regarding complaints and/or grievances and will ensure maximum privacy for such meetings.

**Section 2.** Union Officials and stewards will have access to government telephones for local use when necessary, in conducting proper labor-management relations activities. The location of these telephones will ensure a sense of reasonable privacy.

**Section 3.** The Union shall be afforded the right to post bulletin boards on the same basis as Management in terms of the number, size, and location of official Management bulletin boards within serviced areas. Union bulletin boards will be of reasonable shape, appearance, and dimensions. The Union will be responsible for the upkeep/maintenance of all such bulletin boards.

**Section 4.** Information posted on such bulletin boards will not be defamatory, libelous, or otherwise grossly inappropriate with regard to Management officials or others.

**Section 5.** The Union can share information on the Winn website that is mutually agreeable to both Parties, and which promotes effective communications and BUE participation such as

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monthly Union meetings. A copy of the current CBA shall be permitted to be posted to the Winn website.

## **ARTICLE 12: UNION/LMER SPECIALIST MEETINGS**

**Section 1.** The Union and the LMER Specialist agree to hold meetings as deemed appropriate by the Parties.

**Section 2.** Union/LMER Specialist meetings should not deal with individual BUE personnel problems. They should be designed to accomplish such matters as:

a. Provide the Union an opportunity to express its views on matters of general concern to activity BUEs.

b. Identify problems in their embryonic stage.

c. Provide Management an opportunity to share with the Union unclassified information concerning, its mission, workload, budget, and other matters which will affect the workforce.

d. Solicit Union support for such matters as worker suggestions, safety, blood-donations, charity drives, energy conservation, and BUE productivity programs, and seek its assistance in reducing sick leave, absence without leave (AWOL), and delinquent debts.

**Section 3.** Prior to any meeting, unless agreed upon beforehand, each party should provide the other party an agenda in writing of the topics to be discussed including an estimated duration of the discussion delineated by topics. When practicable, an agenda will be submitted five working days in advance of the scheduled meeting.

**Section 4.** These meetings will be conducted informally and will be attended by an equal number of Management and Union representatives. Union representatives will be granted official time to attend these meetings.

**Section 5.** A summary of matter discussed at the meetings may be prepared by the attending Management representative/designee and copies submitted to the Union, upon request.

## **ARTICLE 13: DEFENSE PERSONNEL MANAGEMENT AND APPRAISAL PROGRAM (DPMAP)**

**Section 1.** Performance Plan

a. Performance appraisals are an integral aspect of the organization environment and will be administered through the Defense Performance Management and Appraisal Program (DPMAP) as outlined in DoD Instructions 1400.25, Volume 431. As such, Management will establish a performance evaluation plan (Plan) for each BUE. The Plan will consist of critical elements that are aspects of the BUE's work where acceptable performance is essential to his or her position.



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Each element will have a performance standard that, at a minimum, states the expectations or requirements established by Management that must be met by the BUE for his or her performance to be rated as fully successful in that element. A BUE's performance will be rated in each element of the Plan. Both Management and the Union agree that frequent performance-based discussions between immediate supervisors and BUEs are beneficial to both Parties. Both Parties recognize the importance of continuous feedback and strive to provide timely and relevant input in the event deficiencies are noted, especially, outside of scheduled progress reviews, where the BUE is afforded the opportunity to correct and recover from deficiencies.

b. A BUE will not be held accountable or responsible for any changes to the elements and standards under his or her Plan until they are received by the BUE from his/her immediate supervisor.

### **Section 2.** Delivery of the Plan

a. The Plan will be discussed between the immediate supervisor and the BUE upon initiation along with no less than one progress review generally taking place midway through the appraisal cycle. The monitoring of one's Plan is to occur throughout the performance period.

b. In meetings to discuss the Plan, the rating official will discuss all elements as well as expectations for the fully successful performance with the BUE he or she supervises.

### **Section 3.** Progress Review

a. If Management identifies unacceptable performance during the rating period, Management will provide specific example of the deficit performance to the BUE and guidance and advice on what the BUE must do to improve his or her performance to a level of "fully successful". Where unacceptable performance is identified and supported by substantial evidence, Management will place the BUE on a performance improvement plan (PIP) IAW applicable regulations.

b. In recognition of the importance of continuous feedback providing benefits to both Management and BUE in the pursuit of maintaining fully successful performance, a BUE should not receive an overall rating of less than "fully successful" in the event that a BUE does not receive a scheduled counseling, or any counseling for a performance deficiency.

### **Section 4.** Written Performance Appraisal

a. Normally, within 30 calendar days after the end of the appraisal period, each BUE will receive a written performance appraisal from his or her immediate supervisor (rating official) that will be based on his or her performance compared to the standard for each element.

b. Supervisors will assign a rating of record based on performance against the elements and standard in a BUE's Plan. Each performance element that is evaluated at the "Outstanding" or "Unacceptable" level must be accompanied by a narrative justification as to the BUE's accomplishment or lack of accomplishment.

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c. When a supervisor changes, and there are greater than 90 calendar days left in the appraisal cycle, A narrative statement is required if a BUE has performed under an approved Plan for at least 90 calendar days. This narrative will be considered by the incoming immediate supervisor.

d. If an immediate supervisor leaves the Agency with less than 90 calendar days remaining in the appraisal cycle, a rating of record is required provided the BUE has performed under an approved Plan for 90 calendar days or more.

e. When BUEs are detailed to another immediate supervisor for less than 90 calendar days, it remains the responsibility of the immediate supervisor of record to develop and discuss a Plan for that BUE and complete the rating of record under the normal appraisal cycle. The immediate supervisor of record is responsible for conferring with the supervisor of the detail to obtain any input necessary to assess the BUE's performance.

f. BUEs who are detailed for 90 calendar days or more must have a written Plan, which includes narrative statements (not a numerical rating) of the BUE's performance on the elements and standards from the immediate supervisor for the detail, which reflects work assignments and goals for the detailed position.

g. A BUE must be under his or her current Plan for at least 90 calendar days before receiving a written performance appraisal.

h. Management and BUE will acknowledge the performance appraisal in DPMAP. The BUE's acknowledgement does not signify the BUE's agreement.

## ARTICLE 14: DISCIPLINARY ACTION

**Section 1.** Management and the Union agree that all BUEs are bound to adhere to the standards of conduct as outlined in appropriate regulations.

**Section 2.** Management will ensure that newly assigned BUEs are informed of the standards of conduct specified in the appropriate regulations upon their entry on duty, and immediate supervisors will ensure that these standards of conduct are brought to the attention of all BUEs at least annually.

**Section 3.** Any disciplinary action taken against a BUEs will be administered IAW governing regulations and will be taken only for such causes as to promote the efficiency of the service.

**Section 4.** Any grievance over a disciplinary action arising from an alleged violation of the standards of conduct may file at the Third Step under Article 16. A BUE must file the grievance within 30 calendar days after the effective date of the disciplinary action.

**Section 5.** If at any time a BUE is being questioned by an immediate supervisor or Management official on a matter that they reasonable believe may lead to disciplinary action, they have an absolute right to request that a Union representative be present as provided in 5 USC §7114(a)(2)(B). When a BUE requests Union representation (unless subsequently waived), no

  
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further questioning or interrogation will take place until a Union representative is present. Absent extenuating circumstances, such representation will be provided within 24 hours of the BUE's request.

**Section 6.** A formal notice of proposed disciplinary/adverse action to a BUE will contain a statement whereby the BUE may indicate that the Union may receive a copy of said proposed action.

**Section 7.** Management recognizes its responsibility to initiate disciplinary/adverse action, where warranted, within a reasonable amount of time after knowledge of the incident or infraction.

**Section 8.** When a BUE does not elect to have the Union represent them, the Union will be permitted to have an observer present IAW 5 U.S.C. §7114(a)(2) on official time, subject to the terms of Section 6, only where settlement or resolution of the matter will be discussed. If resolution or settlement is not discussed the Union may only attend such meetings with the BUE's consent.

**Section 9.** If a BUE is to be served with a warrant or subpoena, it should, to the extent practicable, be done in private without the knowledge of other BUEs.

## ARTICLE 15: SETTLEMENT OF GENERAL DISPUTES

**Section 1.** Should any dispute arise between Management and the Union concerning the interpretation or application of this agreement, representatives of the Parties shall make an earnest effort to resolve the matter through consultation and discussion for a period not to exceed 30 calendar days, unless the Parties mutually agree to extend the time frame.

**Section 2.** If such efforts fail to produce a mutually satisfactory understanding, either party may present its position in writing to the other party or their designated representative. If no satisfactory solution is reached at this level between the two Parties, either party to the agreement will have the authority to invoke arbitration IAW the Article 17, Arbitration, and 5 USC §71.

## ARTICLE 16: GRIEVANCE PROCEDURES

**Section 1.** The purpose of this article is to provide a mutually acceptable method for the prompt settlement of grievances.

**Section 2.** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor's level. Management and the Union agree that every effort will be made by the Parties to settle grievances at the lowest possible level.

**Section 3.** Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work, situation, the filing of a grievance shall not be construed as reflecting unfavorably on a

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BUE's good standing, their performance, their loyalty, or desirability to the organization. Similarly, the occurrence of occasional grievances or appeals will not be construed as reflecting unfavorable on the quality of supervision or on the general management of an organization.

**Section 4.** A grievance includes any of the following grievance that is not specifically excluded under Section 6 of this Article:

- a. By any BUE concerning any matter relating to the employment of the BUE;
- b. By the Union concerning any matter relating to the employment of any BUE; or
- c. By any BUE, the Union, or Management concerning:

1) The effect, interpretation, or a claim of breach of this CBA;

2) Any claimed violation, misinterpretation, or misapplication of any of any law, rule, or regulation affecting a working conditions and/or conditions of employment.

**Section 5.** An aggrieved BUE affected by discrimination, a removal or reduction in grade, or adverse action may at their option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to 5 USC §7121(e)(1), an BUE shall be deemed to have exercised their option under this section when the BUE files a timely notice of appeal under the appellant procedure or files a timely grievance in writing under the negotiated grievance procedure.

**Section 6.** The following items are specifically excluded from coverage under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance
- c. A suspension or removal for national security reasons pursuant to 5 USC §7532.
- d. Any examination, certification, or appointment relating to employment.
- e. The classification of any position, which does not result in the reduction in grade or pay of a BUE including Fair Labor Standards Act (FLSA) determinations.
- f. RIF.
- g. Any non-selection for a position or promotion from a properly ranked referral and selection register.
- h. Any non-adoption of a suggestion.
- i. Any termination of probationary BUEs or termination of temporary BUEs with less than six months of appointment.
- j. Any notice of a proposed adverse action.
- k. Furlough.

  
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1. The assignment of ratings of record; or the award of any form of incentive pay, including case awards; quality step increases; or recruitment, retention, or relocation payments. Any dispute that may limit the Agency's discretion to employ Chapter 75 procedures to address unacceptable performance of a BUE or limits the use of procedures under Title 5 USC, Chapter 43 before removing a BUE for unacceptable performance; or that limits the Agency's discretion to remove a BUE from Federal service without first engaging in progressive discipline.

**Section 7.** Questions of grievability or arbitrability by either the Union or Management shall be referred to the arbitrator at Step Four of the negotiated grievance procedure as a threshold issue in the related grievance. In such situations, the arbitrator will first hear/consider the question of grievability and/or arbitrability.

**Section 8.** Union initiated grievances with Management's agreement may begin the grievance at any step of the grievance procedure. Failure of Management or Union officials to answer written grievances within the time limits prescribed, unless mutually agreed to extend said time, shall permit the grievant or designated representative to refer the grievance to the next step.

**Section 9.** Other than those grievances concerning working conditions and/or conditions of employment covered under Article 8, Section 2, if any other grievance under this article is not addressed with the immediate supervisor of the grievant within 30 calendar days after the occurrence or their knowledge of the issue giving rise to the grievance, such grievance shall not be presented or considered at a late date. Extensions will be granted if mutually agreed upon by both Parties.

**Section 10.** The Negotiated Grievance Procedure.

a. The following steps will be followed in processing grievances in progressive order:

**Step 1:** Within 30 calendar days of the event or occurrence triggering the grievance, the grievance shall first be taken up by the aggrieved BUE(s) with their immediate supervisor or at the appropriate level within the BUE's organization. The Union steward for that activity may represent the BUE and act on their behalf or the aggrieved may process the grievance on their own behalf without representation.

**Step 2:**

1) If the grievance is not settled within seven working days from the date of the initial Step 1 meeting, and the grievant decides to pursue the issue, the grievance shall be reduced to writing, stating the Article and Section of the contract violated, and, if any, corrective action sought and submitted to the Deputy Commander, or their designated representative, or other appropriate Management/supervisory official, with a copy to the LMER Specialist within seven working days from the date of the Step 1 meeting.

2) The grievant and/or appropriate Union representative will meet with the Deputy or their designated representative within ten working days after receiving the written grievance.

3) Any settlement reached will be reduced to writing by Management, signed by the grievant and Management, and a copy will be furnished to both Parties. If no settlement is

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reached, a Memorandum for Record (MFR) will be prepared by Management summarizing the grievance and the considerations afforded to the grievant during the meeting. The MFR will be furnished to the grievant and the LMER Specialist within seven working days of the meeting.

**Step 3:**

1) If no settlement is reached during the Step 2 meeting, the grievance may be referred in writing within ten working days of the Step 2 meeting to the Military Treatment Facility (MTF) Director with the copy furnished to the LMER Specialist.

2) The MTF Director or their designated representative will issue a decision within 15 working days from the date of referral to Step 3. The MTF Director or their designated representative responding to a grievance will automatically be considered at Step 3 of the grievance process.

**Step 4:**

1) If no settlement is reached within 30 working days from the date of the Step 3, only the Union President, the MTF Director, or their designated representative may refer the grievance to arbitration IAW the arbitration procedures in Article 17 of this agreement.

2) During Steps 1 through 3 of the negotiated grievance procedure, the Union or Management may amend the written grievance statement to cite additional Articles and Section of the Agreement violated.

3) If new factual information related to the factual basis giving rise to the grievance is made know to either party, the party may amend their respective grievance accordingly, provided that the party seeking to amend the factual basis supporting their grievance did not willfully withhold the new factual information from the other party.

**Section 11. Outline of the Negotiated Grievance Procedure**

STAGE OF GRIEVANCE	ACTION UNDERTAKEN	TIME FRAME	SUPERVISORY LEVEL
Step 1:	a. Grievance initiated	a. Within 30 calendar days of event triggering grievance	a. Lowest appropriate level; usually the immediate supervisor
	b. Step 1 – grievance meeting	b. N/A	b. Same as above
Step 2:	a. Step 2 – grievance filed	a. Within seven working days of a Step 1 meeting	a. MTF Director or their Designated Representative
	b. Step 2 – grievance meeting	b. Within ten working days of receipt of Step 2 grievance	b. Same as above
	c. Step 2 – grievance response to BUE	c. Within seven working days of Step 2 meeting	c. Same as above

Step 3:	a. Step 3 – grievance filed	a. Within ten working days of a Step 2 meeting	a. MTF Director or their Designated Representative
	b. Step 3 – grievance decision	b. Within 15 working days of receipt of Step 3 grievance	b. Same as above
Step 4:	Arbitration invoked by Union or Management	Within 30 working days from date of Step 3 decision	MTF Director or their Designated Representative

## ARTICLE 17: ARBITRATION

**Section 1.** Any dispute or grievance that cannot be settled under Articles 14, 15, or 16 of this Agreement may be submitted to arbitration.

**Section 2.** Only the MTF Director (or their designated representative) or the Union President (or their appointed designee) shall submit matters to arbitration. The party invoking arbitration shall submit the particulars of the matter in writing to the LMER Specialist and the other Party to the arbitration.

**Section 3.** Matters for arbitration under Articles 14 and 15 will be submitted no later than 30 working days from the date of decision under these Articles. Matters for arbitration under Article 17 will be submitted no later than 30 calendar days from the date of submission of a written position.

**Section 4.** Within five working days from the date of the receipt of an arbitration request, the Parties will jointly or individually request the Federal Mediation and Conciliation Service (FMCS) to submit a list of impartial persons qualified to act as arbitrators. The Parties shall meet within three working days after receipt of such list to strike from the list unless the Parties mutually agree to extend the time.

**Section 5.** The Union and Management will alternately strike one arbitrator's name from the panel and shall then repeat this procedure. The remaining name shall be the selected arbitrator. The party striking the first name shall be determined by a coin toss.

**Section 6.** The FMCS shall be empowered to make a direct designation of an arbitrator to hear a case in the event either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

**Section 7.** Prior to the notification of the selection of a specific arbitrator, the Parties shall meet for the purpose of defining the issues to be arbitrated. If agreement cannot be reached, the issues to be arbitrated, the Articles and Sections of the Agreement, the grievance, the decision at each step, and any other information as agreed to be the Parties shall be forwarded to the arbitrator upon the confirmation of their appointment.

**Section 8.** If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission to the arbitrator, and the arbitrator shall determine the issues to be heard.

**Section 9.** The fees and expenses of arbitration shall be borne equally by the Parties.

**Section 10.** The arbitrator's award shall be binding on the Parties. However, either party may file an exception to an award with the FLRA under regulations prescribed by the Authority.

**Section 11.** In the event an arbitrator's award is appealed to the Authority by either party, the award shall be stayed or delayed IAW the rules of the Authority.

**Section 12.** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

**Section 13.** It is understood that grievances which are not complex normally do not require a transcript, and where there is not mutual consent for providing a transcript, either party may elect to obtain such transcript at their own costs; however, the other party may not be privileged to such transcript except when they have equally shared the total cost of obtaining the transcript. Filing of briefs are optional to the Parties at their discretion.

**Section 14.** The arbitration hearing will be held, if possible, on Management's premises during the shift hours of the regular day of the basic work week. Participants in the hearing whose regular tour of duty coincides with the hearing will be excused from duty without loss of pay or charge to leave. Such time for Union Officers or stewards will be reflected in Automated Time Attendance and Production System (ATAAPS) as official time using the appropriate official time payroll code. Management will rearrange the tour of duty of other participants at the hearing unless such rearrangements would seriously handicap the mission of the organization.

**Section 15.** The arbitrator will be requested to render their decision as quickly as possible, but in any event no later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

**Section 16.** Where there is not already an arbitrator's decision on the arbitrability of the issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case during the same hearing and shall first make a threshold determination as to the grievability before proceeding to consider the merits of the case. No decision on the merits will be made should the arbitrator determine that the matter is not arbitral or grievable.

**Section 17.** Where the Parties consider it mutually desirable to do so, (i.e, in an instance such as a highly complex case which could be expected to require several days of hearings) the Parties may elect to have the issue of arbitrability/grievability and the issue involving the merits of the case considered separately.

## ARTICLE 18: UNFAIR LABOR PRACTICE (ULP) CHARGES

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**Section 1.** The Parties recognize that ULP charges and subsequent proceedings are governed by 5 USC Chapter §71 and current and future regulations of the FLRA. No attempt is made here to modify, abridge, supersede, or otherwise take precedence over applicable law or regulations, and it is intended that this Article be interpreted in that context.

**Section 2.** Consistent with the philosophy reflected in Article 15, Section 2 of this Agreement, misunderstandings, and disputes are ideally settled on an informal basis at the lowest practicable level. Like grievances, the Parties agree that it is beneficial to resolve disagreements before they elevate to the level of a ULP charge. Toward this end, the Parties will endeavor to create a climate whereby ULPs are not likely.

**Section 3.** In the event that one party does intend to charge the other with an ULP (as contemplated under FLRA regulations), the party to be charged will generally be given a copy of the charge, and a reasonable opportunity to attempt resolution before the charge is transmitted to the FLRA Regional Office for consideration. The foregoing does not contractually bind either party to this course of action in any particular instance where an ULP charge may be filed, but rather, is an acknowledgement that disputes are best addressed in their infancy, and while not mandated by this agreement, a “cooling off” period may be utilized prior to the filing of a charge.

## ARTICLE 19: INTERPRETATION OF REGULATIONS

**Section 1.** Questions as to interpretation of published policies or regulations of a primary national subdivision, DoD, provision of law, or published regulation of appropriate authority outside the DoD will be resolved in the following manner:

- a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of such a regulation or policy, Management will compile a record of facts bearing on the case, including citation of the grievance and any other supporting material.
- b. The aggrieved will be given the opportunity to review this submission and to submit such written comments, as they may desire, as part of the record.
- c. The file will be forwarded to the proponent of the regulation or policy for official interpretation. The aggrieved will be notified in writing by Management that official interpretation is being sought from the proponent.
- d. Upon receipt of the official interpretation, the aggrieved will be notified in writing by Management.

**Section 2.** No interpretation issue will be referred for an official determination under this procedure unless it is clear that the sole issue is the interpretation of a regulation or policy. The interpretation by the proponent Agency will be binding on both Parties; however, the application of the regulation may be negotiable.

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## ARTICLE 20: PAYROLL DEDUCTION OF UNION DUES

**Section 1.** In conformance with applicable Civil Service Regulations and policies of the Agency, Management will withhold Union membership dues, as voluntarily allotted BUEs of the Union.

**Section 2.** Withholding shall include the regular periodic amounts required to maintain the BUE as a member in good standing, but shall not include initiation fees, special assessments, back dues, or fines.

**Section 3.** BUEs participating in the dues withholding program must be members in good standing in the Union, as determined by the Union.

**Section 4.** Allotments for Union dues must be authorized on Standard Form (SF) 1187. The title of this form is "Request for Payroll Deductions for Labor Organization Dues." The Union is responsible for informing its BUEs of the allotment program, its voluntary nature, the use and availability of the standard form, and the conditions governing revocation of allotments.

**Section 5.** BUEs wishing to participate in the dues withholding program must obtain the SF 1187 from the Union. The Union completes Section A of the form, and the BUE fills in the remaining blanks. The Union is responsible for delivery of the completed original copy of the LMER Specialist who then turns this into payroll.

**Section 6.** The SF 1187 must be received by the Civilian Payroll Office a full pay period prior to the beginning of the pay period during which the dues deduction is to be made.

**Section 7.** Union dues will not be withheld when an BUE's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

**Section 8.** It is agreed that the amount of dues to be withheld shall remain unchanged until the Union certifies to the Civilian Payroll Representative that the amount of dues has changed for a particular BUE(s) showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each 12 months, measured from the date of the last change made by the Union. Notifications of dues changes must be received by the Civilian Payroll Representative a full pay period prior to the beginning of the pay period for which the change is effective.

**Section 9.** A BUE may revoke deduction of dues by using Standard Form 1188. Request for Dues Termination will be forwarded by the Union to the servicing LMER Specialist after receiving the appropriate SF 1188 from the member. The revocation may not be effective for a period of one year from the date the allotment was first made.

**Section 10.** Dues withholding will be discontinued when the allotter dies, retires, separates from Federal service, transfers from the Agency, moves, or is reassigned to an organizational segment which has not be afforded exclusive recognition; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD. Dues withholding will also be discontinued upon receipt of notice from the Union that the BUE has resigned, been suspended, been expelled, or for any





other reason ceases to be a member in good standing of the Union. The Union is responsible for promptly submitting such notices to the Civilian Payroll Representative in Winn Human Resources Division (HRD).

Section 11. Remittances to the Union of dues withheld for its account shall be made no later than three working days following the day on which the related salaries were paid to the BUEs. Such remittance will be made to the Union Officer designated in writing by the Union to the Payroll Office. Remittances shall show the names of participating BUEs, the amount withheld, and the pay period during which deductions were made.

Section 12. There shall be no charge by Management for deduction of Union dues.

## ARTICLE 21: HOURS OF WORK

Section 1. Cleanup Time. Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for cleanup and storage of work tools and equipment. No across-the-board cleanup time will be established. In those instances where it has been clearly established that cleanup is required, 15 minutes is normally considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 2. Break Periods. A break period of at least 15 minutes shall be granted to the BUE at least once per four hours worked. The number of breaks granted in excess of one per four hours worked ratio will be done on the basis of equity and reasonableness in the workplace. Breaks are understood to be applied to promote efficiency of the work unit. BUEs should be afforded a break opportunity after the initial two hours of assigned work shift have been performed but no later than four hours. Time used throughout the work shift for calls of nature will not be applicable to break periods. A break period may be conducted away from the BUE's workstation, with supervisory approval, if the BUE can return within the 15-minute break period and has provided the immediate supervisor means of contact while away from the workstation in the event of an emergency recall. The burden is on Management to facilitate a duty schedule that provides sufficient staffing for break periods to be afforded.

Section 3. Meal Periods. Work shifts will provide for normal meal periods of no less than 30 minutes but not greater than 60 minutes in duration. A period of 20 minutes will be granted and will be considered time worked for which compensation is allowed for those BUEs not otherwise permitted a normal meal period as defined above. BUEs who are on normal meal periods that are not compensated will have no restrictions on where the meal period is conducted. The BUE will be relieved from all work duties and encouraged to conduct their meal period away from their respective workstation provided the BUE provides the immediate supervisor a means of contact while away from the workstation in the event of an emergency recall.

Section 4. Forbearance of breaks and/or meals. Management, at its discretion, can require the BUE to forbear break and/or meal periods when workload considerations necessitate the same,

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and may allow the BUE to take his/her break at another appropriate time. In the event the BUE is directed to work through a meal period, Management will compensate the BUE equal to the meal period either through monetary or time allowance. Supervisors will not authorize BUEs to forgo meal breaks in order to leave work earlier or arrive late.

**Section 5.** Breaks and Meal Periods during Overtime Periods Worked. The requirement for providing breaks and/or meal periods for a BUE shall be based on the number of consecutive hours worked, calculated from the time when the BUE officially begins work on any given day or shift. If a BUE works beyond their normal tour of duty, they shall receive a minimum of one 15 break for each additional four hours worked, regardless of how this additional time is classified (e.g., overtime, compensatory time, credit hours). The BUE shall be granted a meal period for every consecutive seven hours work regardless of whether said time is designated as regular time, overtime, or a combination thereof.

**Section 6.** Physical Training. Subject to governing law, regulation, and policy, BUEs may be granted up to three hours of administrative leave per week (no more than one hour per day) to participate in a command-sponsored fitness and health promotion program, including physical fitness activities, preventive health events, education on health promotion topics (such as nutrition and exercise principles), and any other activities covered by the program. Participation in the program is not an entitlement and is subject to approval by supervisory officials. The program does not create a BUE right or benefit, substantive, or procedural, enforceable at law by a party to litigation with United States.

**Section 7.** Holiday Work. When holiday work assignments are necessary, they shall be offered to the BUE who normally performs the work. Management shall establish a schedule by seniority among skilled groups. The first holiday will be offered to the most senior person first and continue down the list until enough people willing to work have accepted the offer to work. The next holiday will be offered to the next senior qualified person on the seniority list. In the event Management cannot get enough people to work the same holiday, normally the least senior person shall be compelled to work. Thereafter, holiday work will be rotated from an inverted seniority list. Management will maintain accurate records of the holidays worked by each BUE. These records will be made available to each affected BUE or his representative upon request. This same methodology will be used to shift selection and leave requests.

**Section 8.** Shift Work.

a. BUEs tour of duty, be they eight-hours or 12-hours, are generally covered in separate alternate work schedule agreements. These agreements continue in effect except as modified by this Agreement. Elimination of straight shifts will be handled through negotiations.

b. BUEs from the same skilled group may voluntarily trade shifts on a long or short-term basis, subject to the approval of Management. Such trades must be recorded in writing and attested to by the BUEs and Management.

c. Where feasible, Management will try to provide two consecutive days off when establishing work schedules.

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d. Consistent with applicable Federal law, the qualifications of BUEs, and priority needs of the mission, BUES will be initially assigned to shifts according to their stated preference based on seniority as established by Article 26.

## **ARTICLE 22: ALTERNATE WORK SCHEDULES (AWS)**

**Section 1.** Management reserves the right to assign work and utilize the various work schedules, such as, but not limited to, compressed schedules or AWS available within rules and regulations. Management will consider the various schedule options in determining the schedule to be performed in order to execute the mission. Management recognizes that not all BUEs will wish to use this flexibility, and therefore agree to permit BUEs to request their schedule dependent on staffing and mission on a case-by-case basis.

**Section 2.** If Management approves an AWS, BUEs may grieve the type of AWS assigned if the BUE can demonstrate a negative economic impact due to the assignment of the AWS.

**Section 3.** Each major activity covered in this Agreement may elect its own policy for implementation IAW mission requirements with appropriate Union notification on the implementation of the policy.

## **ARTICLE 23: OVERTIME**

**Section 1.** Management reserves the right to assign work and require BUEs to work overtime.

**Section 2.** BUEs will be compensated for all overtime hours worked IAW law and government-wide regulations. Overtime will be recorded in 15-minute increments.

**Section 3.** Management will make attempts to fairly distribute overtime to eligible BUEs. Management will not assign overtime as a reward or penalty towards eligible BUEs. As a general rule, first consideration will be given to BUEs currently assigned to that job classification who are desirous of an overtime assignment. Normally, supervisors will upon request, relieve an BUE from an overtime assignment if their reasons is valid and there is another qualified BUE willing to accept the assignment and who is acceptable to Management.

**Section 4.** In the assignment of scheduled overtime, Management agrees to provide the BUE with 24-hours advanced notice. Any BUE designated to work overtime on days outside of the basic workweek will be notified, except in cases of sudden or unanticipated work requirements demanding prompt attention, no later than one full workday prior to the scheduled overtime.

**Section 5.** Management may require that an FLSA exempt BUE (as defined at 5 USC §5541(2)) receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work, but only for a FLSA exempt BUE whose rate of basic pay is above the rate of GS-10, step 10. No mandatory compensatory time off is permitted for Wage Grade employees or in lieu of FLSA overtime pay.

**Section 6.** When scheduled overtime is anticipated to exceed two hours after the normal work shift, BUEs shall be granted a 15-minute break period before commencing the overtime shift.

**Section 7.** BUEs called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of two hours of work.

**Section 8.** Night differential is in addition to overtime or holiday pay, payable under governing laws and regulations, and it is not included in the rate of basic pay used to compute overtime or holiday pay.

**Section 9.** All forms of overtime and/or compensatory time will be authorized and paid IAW law/government-wide regulation.

## ARTICLE 24: LEAVE AND ABSENCE

### **Section 1 – 10:** Annual Leave

**Section 1.** Application for annual leave will be made by the BUE normally to their immediate supervisor through the Automated Time Attendance and Production System (ATAAPS) or via a Request for Leave or Approve Absence (OPM Form 71). Approval of a BUE's request for accrued may be granted, subject to workload requirements, and provided that the BUE gives their immediate supervisor a minimum of seven calendar day notice. The request will be approved or disapproved by the immediate supervisor as soon as practicable after the request is made, which normally should not be more than seven calendar days. Should a decision not be provided within seven working days, both Parties agree that the BUE shall contact Management for a request. A written copy or electronic notice of the approval or disapproval will be furnished to the BUE for their records.

**Section 2.** When BUEs can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. When Management finds it necessary to cancel previously approved leave, and/or deny the specific leave period requested by an BUE, the reasons for such action shall be explained and annotated either through ATAAPS or on the OPM Form 71. Management will make every effort to accommodate previously scheduled approved leave where the BUE can demonstrate a monetary deposit has been made and will be forfeited if the leave is cancelled.

**Section 3.** Management will endeavor to schedule annual leave of not greater than two weeks in continuous duration for vacation purposes on requests made prior to February 1. The above applies to only one two-week vacation period. When a BUE makes their selection, they shall not be permitted to change when it affects the choice of another BUE. The immediate supervisor may approve a change in selection provided another staff member's choice is not disturbed, and the BUE can be spared from their duties. BUEs will earn annual leave IAW applicable regulations. The minimum charge for annual leave is 15 minutes with additional charges in multiples of 15-minute increments thereafter.

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**Section 4.** In the case of Management-directed transfer of a BUE from one department to another, previously scheduled leave will be honored by Management. In the case of a voluntary transfer of a BUE from one department to another, previously scheduled leave shall be discussed with the new supervisor. The new supervisor will make every effort to honor the previously scheduled leave if mission permits.

**Section 5.** Because of annual leave carry over ceilings, Management will make maximum efforts to grant leave that may be forfeited because it cannot be carried forward to the succeeding leave year. Any BUE that is unable to use all annual leave (use or lose category) must request in writing for leave restoration to their immediate supervisor. Approval authority will be governed by the MTF Director, and at the MTF Director's discretion may be delegated to another individual.

**Section 6.** If, for any reason, the MTF Director schedules a temporary shutdown of operations or shut down because of an Act of God affecting the BUEs, reasonable efforts will be made to either provide work for BUEs or place BUEs on administrative leave.

**Section 7.** Maximum consideration will be given to BUEs applying for leave on a workday that occurs on a religious holiday associated with the religious faith of the BUE.

**Section 8.** A BUE may be granted annual leave or leave without pay in case of a death in the immediate family. Immediate family member is defined IAW regulation.

**Section 9.** The BUE, or person designated by the BUE, will contact their immediate supervisor to request unscheduled leave as soon as practicable when the need arises that requires their absence.

**Section 10.** Advanced annual leave may be requested for an amount not to exceed that which will be earned within the remainder of the leave year. BUEs will complete an OPM 71 or other approved electronic timekeeping system application for leave to request advanced annual leave. Approval authority will be governed by the MTF Director, and at MTF Director's discretion may be delegated to another individual.

**Section 11.** Management will allow a BUE to cancel previously approved annual leave. However, Management will not guarantee a BUE will be granted requested alternate leave dates.

**Section 12.** Management will make every effort to accommodate previously scheduled approved leave where the BUE can demonstrate a monetary deposit has been made and will be forfeited if the leave is cancelled.

**Section 13 – 24:** Sick Leave

**Section 13.** The Union joins Management in recognizing the insurance value of sick leave and agrees to encourage BUEs to conserve such leave and use it wisely as it will be available to them in case of extended illness.

**Section 14.** At their discretion, Management may consider the BUE's self-certification as sufficient evidence to support a charge to sick leave for absences of three consecutive workdays

or less. The self-certification is accomplished by having the BUE complete an OPM 71. Nothing in this section prohibits Management from requiring administratively acceptable medical certificate as evidence as to the reason for the absence as long as this notification of this requirement is given prior to approving requested sick leave. The BUE will have 15 calendar days to submit the medical certificate or other administratively acceptable evidence after the date the Agency requests such documentation. The time limit may be extended up to a maximum of 30 calendar days for cases with extenuating circumstances where submission is impracticable and despite the BUE's diligent and good faith efforts to obtain the document IAW 5 CFR 630.405(b).

a. If a BUE submits an acceptable medical certificate during the period of sick leave usage, the BUE does not have to make daily calls for the period covered by the medical certificate.

b. If a BUE returns to work with a valid medical certificate, Management shall not question the validity of the documentation unless an established pattern of abuse is documented.

**Section 15.** When in individual cases there is evidence that the sick leave right has been abused, a BUE may be placed on leave restriction according to the following:

a. 1<sup>st</sup> offense – No longer than 90 days.

b. 2<sup>nd</sup> offense – No longer than 180 days.

c. 3<sup>rd</sup> offense – One year.

In such cases the BUE will be advised in writing that a medical certificate will be required to support a future grant of sick leave regardless of the duration.

**Section 16.** The amount of advanced sick leave granted to a BUE's account will not exceed 30 workdays at any time. Where it is known that the BUE is to be retired or where it is anticipated that they are to be separated, the total advance may not exceed the amount which can be liquidated by subsequent accrual prior to separation. A request for advanced sick leave will be submitted by the BUE to their immediate supervisor with supporting medical evidence that the requested advance leave is required. Approval authority will be governed within each individual organization by policy.

**Section 17.** BUEs will earn sick leave IAW applicable regulations. The minimum charge for sick leave is 15 minutes with additional charges in multiples of 15 minutes increments thereafter.

**Section 18.** BUEs that occupy positions such as those providing security, fire protection, utility services, safety services, and medical services may be required to notify their office, their immediate supervisor, or the designated representative of their need for sick leave four hours prior to shift change. All other BUEs that are not in positions specified above will notify their immediate supervisor or designated representative as early as possible on the first day of absence. Normally, this is to be done during the first two hours of the work shift.

**Section 19.** Except not permitting because of circumstances beyond their control, a BUE will obtain approval of sick leave from their immediate supervisor or designated representative at the

telephone number provided by the immediate supervisor based on Section 17 above. Requests will be reported by the BUE personally via telephone and/or text message. If the BUE is incapacitated and unable to personally contact their immediate supervisor, other methods are acceptable such as by spouse or BUE's representative. When using these alternative methods, the requirement remains to notify the immediate supervisor based on Section 17 above and complete the leave request form as soon as possible upon returning to work.

**Section 20.** When a BUE is not fully incapacitated, or where a determination is made by a credentialed medical provider, the BUE may be placed in light-duty status whereby Management will make a reasonable effort to find light-duty to utilize the BUE for a temporary period. If the light-duty lasts longer than one week, the BUE must provide sufficient medical documentation from a credentialed medical provider to support additional light-duty IAW 5 CFR 630.403.

**Section 21.** When the immediate supervisor does not suspect a BUE of abusing sick leave privileges, advancement of sick leave to non-temporary BUEs have completed their probationary period will be made in clearly established, deserving cases of serious disability or ailment.

**Section 22.** When the BUE has exhausted all accrued sick leave, consideration will be given to the use of annual leave, which he or she may otherwise be required to forfeit, provided there is a reasonable assurance that the BUE will return to duty. A written request from the BUE, supported by a statement from the attending physician or credentialed medical provider, must be made for advancement of sick leave.

**Section 23.** When a BUE requests leave to care for a family member with a serious health condition, the BUE's supervisor should encourage the BUE to complete a Department of Labor Form WH-380-F.

**Section 24.** Sick leave may be used for personal medical needs; funeral leave; care of a family member that is incapacitated by a medical or mental condition; attending to a family member receiving medical, dental, or optical examination or treatment; providing care for a family member with a serious health condition; or adoption related purposes. A supervisor may require a BUE to provide a statement from a credential health care provider indicating that the family member will benefit from the BUE's care or presence. A full-time BUE may be granted a maximum of 240 hours of sick leave each year for all family care purposes. A "serious health condition" is an illness, injury, impairment, physical or mental condition that involves inpatient care or continuous treatment by a health care provider. The term "serious health condition" includes such conditions as cancer, heart attack, stroke, severe injury, Alzheimer's disease, pregnancy, and childbirth. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, flu, earache, upset stomach, headache (other than a migraine), routine dental or orthodontia problem, etc. are not serious health conditions unless complications arise. BUEs retiring for reasons of disability will be entitled to use accrued sick, with medical documentation, prior to separation consistent with current governing regulations.

**Section 25-29:** Excused Absence (Administrative Dismissal) Because of Climatic Conditions

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**Section 25.** When appropriate notice has been received that all or part of the Agency will be closed because of climatic or disaster conditions, supervisors will notify their employees and will excuse them from duty without loss of pay or charge to leave for the period that the Agency or part of it is closed, consistent with latitudes provided in governing rules and regulations and/or mission requirements.

**Section 26.** BUEs who are on annual or sick leave for the entire day will be charged annual or sick leave for the entire day.

**Section 27.** BUEs who after having been on duty during the first part of the day are absent on either approved annual or sick leave before notice of early dismissal is received will be charged leave for the balance of the day.

**Section 28.** Normally the period of excused time will not exceed three consecutive workdays for any single period of excused absence. When unusual circumstances exist beyond three workdays, excused absence for two additional workdays may be authorized.

**Section 29.** The MTF Director or their designee will identify “mission essential” at least annually and notify them in writing that they are designated as emergency employees. The term “mission essential” is used to designate those BUEs that must report for work in emergency situations. The notice will include the requirement that “mission essential” BUEs report for or remain at work in emergency situations and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise. Because of the unique circumstances of each emergency situation, departments may designate additional BUEs as “mission essential” that are required to report for or remain at work. If time and circumstances permit, “mission essential” BUEs may be provided administrative leave, not to exceed 24 hours, by the MTF Director to prepare for the emergency situation.

**Section 30 – 33:** Excused Absences of Union Representatives for Training, etc.

**Section 30.** Management agrees that official time IAW applicable regulations shall be granted to a BUE serving as a Union representative incident to their receiving information, a briefing, or orientation relating to matters with the scope of 5 USC Chapter 71 and of mutual concern to Management and the Bue in their capacity as a Union representative. Such matters could include statutory or regulatory provisions relating to pay practices, working conditions and/or conditions of employment, BUE grievance procedures, performance ratings, adverse action appeals, and negotiated agreements.

**Section 31.** Excused absence will not be given if the primary purpose of the BUE’s attendance is to train or inform them concerning business or representation by the BUE’s organization in the art of collective bargaining negotiations.

**Section 32.** The Union President or designee must submit in writing to Management for approval of any request for official time, specifying the sponsorship and purpose of the meeting, location, dates, hours, and all subjects to be covered, as well as the names of those BUEs for attendance that are Union representatives. Such requests must be submitted in advance of the scheduled date. The Union will endeavor to submit such requests at least two weeks prior to





commencement of subject training; however, in no instance will requests be submitted less than five workdays prior to the commencement of such training.

**Section 33.** In no instance will more than 400 total hours be granted under this Article as official time in any one calendar year. A calendar year will run from 1 January through 31 December.

**Section 34 – 35: Military Leave**

**Section 34.** Military leave is limited to 15 calendar days during each year, regardless of the number of training periods in the year, and whether taken intermittently, a day at a time or all at one time.

**Section 35.** As an exception to the above provision, consistent with governing laws and regulations, Reserve members of the Armed Forces or National Guard may be allowed additional days of military leave consistent with Federal law.

**Section 36 – 39: Excused Absence Due to Voting and Registration**

**Section 36.** BUEs may be granted an amount of excused absence that will permit them to report for duty three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

**Section 37.** In the event of exceptional circumstances where the general rule as described in Section 36 above does not allow a BUE sufficient time to vote, such BUE may be excused for additional time as may be needed to enable them to vote, depending upon the particular circumstances involved in the particular case, but such time shall not exceed a full day.

**Section 38.** The Parties further agree that for a BUE that votes in a jurisdiction which requires registration in person, such BUE may be granted time off to register on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable round trip travel distance of the BUE's place of residence.

**Section 39.** A BUE maybe granted sufficient time off to be able to make the trip to the voting place to cast their ballot if a BUE's voting place is located beyond a normal commuting distance, or an absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-working days. However, a BUE's time off voting more than four hours shall be charged to annual leave.

**Section 40.** Blood Donation. BUEs that participate in charitable blood donations may receive up to four hours of administrative leave to facilitate donation and subsequent recover.

**Section 41.** LWOP is a temporary non-pay status and absence from duty that is granted at a BUE's request through ATAAPS or on an OPM Form 71 to their immediate supervisor. Approval authority will be governed by the MTF Director or designee.

**Section 42:** BUEs are entitled to LWOP for the following circumstances:

a. The Family and Medical Leave Act of 1993 (FMLA) provides covered BUEs with an entitlement to a total of up to 12 administrative workweeks of LWOP during any 12-month period for certain family and medical needs.

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b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides BUEs with an entitlement to LWOP when employment with Management is interrupted by a period of service in a uniformed service.

c. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

**Section 43:** Worker's Compensation. BUEs may not be in a pay status while receiving worker's compensation payments from the Department of Labor.

**Section 44:** Paid Parental Leave. A covered BUE may elect to take up to 12 administrative workweeks of paid parental leave in connection with the occurrence of a birth or placement (for adoption or foster care) of a son or daughter per 5 USC §6382 and any subsequent regulations.

a. Paid parental leave shall be payable from any appropriation or fund available for salaries or expenses for positions with the employing Agency.

b. This leave shall not be annual or vacation leave.

c. The paid parental leave must be used in a 12-month period from the birth or placement of child(ren).

d. For a BUE to be eligible they must have completed 12-months as a BUE described in 5 USC §6381(1)(A).

e. BUEs must agree in writing, before the commencement of such leave, to work for the applicable employing Agency for not less than a period 12 administrative workweeks beginning on the date such leave concludes.

f. The Market Leader shall waive the requirement of (e) in any instance where the BUE is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health), related to the applicable birth or placement of a child, of the BUE or the child.

## ARTICLE 25: TELEWORK

**Section 1.** Management reserves the right to assign work and utilize the various work methods to accomplish mission requirements.

**Section 2.** Participation in the telework program is voluntary and is an arrangement established to facilitate the accomplishment of work from an approved worksite other than the location from which the BUE otherwise work according to the Telework Enhancement Act of 2010; and 5 USC §2105.

a. BUEs in the telework program will receive the same treatment/opportunities as non-telework BUEs regarding work assignments, awards, recognition, development opportunities, and promotions.

b. Management will not be responsible for operating costs, home maintenance, utilities, insurance, travel, relocation, or any other costs associated with the use of an alternative worksite.

**Section 3.** Requests for Telework and the Telework Agreement

a. To request a telework arrangement, the BUE must submit a signed request to his or her immediate supervisor. Denial of a recurring or episodic telework arrangement will, upon request, be provided to the BUE in writing, specifying the reason(s) for denial.

b. The Telework Agreement, DD Form 2946, documents the terms and conditions of participation in the telework program, to include required training and safety measures. The Telework Agreement must be signed by both Parties prior to the start of teleworking.

c. To discontinue participation in the telework program, the BUE must notify his or her immediate supervisor in writing.

**Section 4.** Reasonable Accommodation. Approved episodic or recurring telework to enable a disabled BUE to perform the full range of his or her official duties. All requests for reasonable accommodations are subject to approval by the immediate supervisor or next in the supervisory chain of command.

**Section 5.** Temporary Medical Conditions.

a. Approved episodic or recurring telework performed for a period of time requested by the BUE, submitted to the immediate supervisor, and approved by a Management Official or his or her designee due to a documented medical condition of the BUE, or the BUE's immediate family member, that temporarily prevents the BUE from performing his or her duties in the traditional office. For the purposes of this Article, an immediate family member is defined consistent with 5 CFR 630.201 as the spouse and parents thereof, parent, children and brother/sisters and spouses thereof, or any individual related by blood or affinity who has an equivalent family relationship.

b. To be approved, the BUE must submit documentation of:

1) The date the health condition commenced;

2) A general statement of the medical condition;

3) The probable duration (i.e., the date on which the BUE will be able to return to work in the office); and

4) If applicable, whether there is any limit on the BUE's performance of work during the temporary telework arrangement (e.g., type of work, number of hours per day).

c. Management may request additional medical documentation or clarification.

d. Requests for temporary medical telework will be approved in increments of 90 calendar days or less.

1) Requests based on the medical condition of a BUE that exceed 90 calendar days must be requested as a reasonable accommodation. BUE who do not qualify for reasonable

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accommodation may be granted a limited extension of up to one calendar year, in increments of 90 or less. Requests based on the medical condition of a BUE's immediate family member that exceed 90 calendar days must be requested as a temporary hardship.

e. At the conclusion of the telework arrangement, or when an extension is denied, the BUE must return to the official duty station as directed by Management. Decisions regarding telework based on a medical condition are made on a case-by-case basis and are based on work constraints, office coverage, impact on co-workers, and BUE's medical requirements or personal needs. The decision will be upheld if based on a rational basis.

## ARTICLE 26: SENIORITY

**Section 1.** Seniority is the amount of time in total Federal government service based upon a BUE's service computation date for leave.

**Section 2.** Management must maintain a seniority list for all BUEs and provide it to the Union upon request.

**Section 3.** The seniority list shall be used for the below stated reasons as a minimum. The list is basically a work group subdivision upon which to base fair and equitable treatment. Priority shall be given for:

- a. Holiday work assignment.
- b. Shift selection.
- c. Leave requests, etc.

## ARTICLE 27: POSITION CLASSIFICATION AND JOB GRADING STANDARDS

**Section 1.** Management agrees to notify the Union of proposed new or changed classification standards which are referred by higher headquarters.

**Section 2.** If requested by the BUE in pursuing an appeal, they may be represented or assisted by their Union representative in discussing the matter with their supervisor(s) or with the Classification Specialist. BUEs retain the right to appeal position classification without fear of restraint, prejudice, or reprisal.

**Section 3.** It is agreed that Management should take prompt action on classification appeals.

**Section 4.** Any BUE in the Agency that believes their position is improperly classified will first consult with their supervisor(s) for information and guidance as to the basis for the classification of their position. Consultation may also be arranged for the BUE by Management, as necessary,



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with appropriate representatives of the Classification Cell to resolve the BUE's dissatisfaction informally.

**Section 5.** If the BUE's dissatisfaction concerning the classification of their position cannot be informally resolved, they should be advised by Management and/or the Classification Cell, as may be appropriate, in order that they may obtain such regulations and information as may be required pursuant to their appeal, including their rights to representation.

## **ARTICLE 28: POSITION DESCRIPTIONS**

**Section 1.** Position descriptions are based upon the major duties and responsibilities assigned to each position. All identical positions within the same departments normally will be covered by the same position description. Any subsequent changes in the position description will be discussed with the BUE, and they will be furnished a copy of the changed position description. It is Management's responsibility, working with the BUE, to ensure the BUE is working under a correct and updated position description.

**Section 2.** The Parties recognize that IAW 5 U.S.C. §7106, Management has the sole, reserved right to determine the mission of the organization and to assign work to BUEs. Within this context and pursuant to maintaining the dignity of the BUE and high morale within the departments, Management will endeavor to assure, where deemed practicable by the supervisor, to not assign BUEs incidental or menial duties (as other duties assigned) which are inappropriate to their positions, unless considered warranted to do so under the circumstances in the sole discretion of the supervisor.

**Section 3.** Management shall ensure that position descriptions are regularly updated and kept current IAW the major duties and responsibilities assigned to each position. Management shall, upon request, furnish the Union an updated position description for any BUE that is subject to this Agreement within ten days of the request.

**Section 4.** Management should consider BUE's skills, qualifications, and scope of practice when assigning work as "other duties as assigned."

## **ARTICLE 29: TRAINING AND EMPLOYEE DEVELOPMENT**

**Section 1.** Management and the Union agree that the training and development of BUEs is a matter of primary importance to the Parties, and the Parties shall strive to attain training and development for all BUEs according to their needs.

**Section 2.** To achieve this goal (as described in Section 1 above), Management will plan and provide for training and development of BUEs as required to accomplish the mission, consistent with existing regulations and available resources.

**Section 3.** The Union will encourage BUEs to:

- a. Keep abreast of changes occurring in their fields, crafts, trades, professions, or occupations.
- b. Participate in developmental activities to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training, and classroom training.
- c. Realize that not all training and development are directly related to their jobs, and they have a responsibility for self-development, and for informing their immediate supervisors of their accomplishments.
- d. Utilize and share with fellow BUEs new skills acquired through training.

**Section 4.** In recognition of the mutual advantages to Management and to the BUE, Management agrees to make a reasonable effort to utilize existing BUEs when training is determined to be necessary for new skills. Selection for such training shall be consistent with the criteria in applicable regulations.

**Section 5.** Management will identify skills in which shortages exist and make an effort to inform BUEs of these skills. Furthermore, Management will endeavor to establish training opportunities in these skills and inform the BUEs how to apply for training.

**Section 6.** When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of Management to plan for the maximum retraining of BUEs involved. Maximum use may be made of the authority to waive qualification requirements and to enter into training program agreements, as appropriate, to place BUES in lines of work where their services can be utilized. Training required in connection with officially assigned duties will be accomplished at Management's expense, consistent with controlling authority.

**Section 7.** Management will provide BUEs on-the-job cross-training to the maximum extent practicable, employing such techniques as interchanging BUEs when they share mutual desires and aptitudes to receive training in each of their respective positions, respective supervisor(s) concur, and such training does not deter mission accomplishment.

**Section 8.** In the event of a RIF, Management will determine from the appropriate state employment service whether any of the affected BUEs may be eligible for training at state expense, and if so, will inform BUEs how to apply for training.

**Section 9.** Management will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of Management. Available training programs will be discussed with the BUEs that would normally be eligible for such training.

**Section 10.** Upon acceptance for a position, BUEs will be oriented concerning what is expected in the performance of their duty. This will include appropriate use of equipment, forms, procedures, interacting with the public, and above all, what the mission of the department and Winn is.

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**Section 11.** Management agrees to give advance notice to the Union in regard to the installation of any new equipment, machinery, or processes which would result in changes of working conditions and/or conditions of employment or require additional training of BUE.

## **ARTICLE 30: RIF, DEMOTIONS, AND INVOLUNTARY REASSIGNMENTS**

### **Section 1 – 3: RIF**

**Section 1.** Management agrees to notify the Union, except when classified, in advance of any RIF actions, at which time in the Union may make its views and recommendations known concerning the implementation of such RIF actions. Prior to implementation of a RIF, Management will discuss in detail with the Union President or his designated representative the competitive levels to be affected.

**Section 2.** In the event of a RIF, existing vacancies in continuing positions will be utilized to the maximum extent allowed to place BUEs that otherwise would be demoted or separated from the service. All RIF actions will be accomplished in compliance with governing laws, rules, and regulations.

**Section 3.** Any career or career-conditional BUE that is separated because of RIF will be placed on the Reemployment Priority List IAW applicable rules and regulations, and such BUEs will be given preference for rehiring into temporary and permanent positions for which qualified at a grade no higher than that held by the BUE at the time of the RIF. It is understood that acceptance of a temporary appointment will not alter the BUE's right to be offered permanent employment, consistent with governing regulations.

### **Section 4 – 6: Demotions**

**Section 4.** Any career or career-conditional BUE that is changed to lower grade through no fault of their own shall be provided special consideration for re-promotion prior to use of regular competitive merit placement procedures IAW applicable regulations.

**Section 5.** BUEs in the workforce will be periodically advised, through informational announcements, of their rights and responsibilities under such conditions as described in Section 4 above. Such information may include advice to BUEs regarding how they may receive consideration both under competitive procedures and special consideration after demotion.

**Section 6.** Management agrees that cases of demotion that result from a gradual change in duties will be made IAW applicable OPM, DHA, and appropriate governing regulations.

**Section 7.** Involuntary Reassignments. It is agreed that when the needs of the Winn require, a reassignment may be ordered on an involuntary basis. IAW laws and regulations, Management has the right to select the BUEs to be involuntarily reassigned. The Union will be given ten working days' notice of the reassignment before notice is provided to the BUE.

a. Management agrees to consider evidence from the BUE that demonstrates an involuntary reassignment will cause a significant hardship.

b. Where Management directs a reassignment, Management will notify the Union of its intention to reassign BUEs. The names of the impacted BUEs (i.e., those who are qualified to be reassigned) for the new assignment(s) will be provided to the Union in the notice. The impact and implementation of the reassignment will be negotiated to the extent required by law. For purposes of any impact and implementation bargaining over this Article, the Parties agree that only matters expressly contained in this Article are not subject to further impact and implementation bargaining.

**Section 8 – 9:** Competitive Levels

**Section 8.** Competitive Levels will be established or changed only IAW existing or future laws or regulations governing such matters.

**Section 9.** BUEs may, upon request, be advised by LMER of their initial competitive level and subsequent change, if any.

**ARTICLE 31: OFF-DUTY EMPLOYMENT**

**Section 1.** BUEs may engage in outside employment that does not:

- a. Interfere with their ability to perform their government duties.
- b. Appear to create conflict of interest involving DHA or the United States Government.
- c. Reasonably expect to bring discredit or criticism against the BUE or the DHA.

**Section 2.** A BUE who seeks to engage in outside employment or volunteer activities (as defined by government-wide regulations, 5 CFR §2635, and 5 CFR §5101.103) may do so once the request has been approved by Management. The BUE must comply with all applicable ethics regulations, including any Agency issued supplemental ethics regulations, in engaging in outside employment and/or volunteer activity.

**Section 3.** Request for Outside Employment

a. To obtain approval of outside employment, the BUE must submit a written request to his or her immediate supervisor. Management will approve or disapprove a BUE's written request to engage in outside employment as soon as possible, but no later than 15 business days from the receipt of the BUE's fully completed request. Management shall approve such a request upon a determination that the outside employment or volunteer activity is not expected to involve work or conduct that is prohibited by statute or Federal regulations, including 5 CFR §2635, and 5 CFR §5101.103.

b. Where the outside activity requires the approval for publication or dissemination of a personally authored paper, all existing DoD, DHA, and Federal regulations apply, such as pre-



publication review, where the BUE's position requires such. If the BUE is uncertain the Parties jointly recommend erring on the side of caution and submitting the pre-publication review.

c. The MTF Director is encouraged to authorized outside employment for BUEs when such employment does not interfere with mission accomplishment.

**Section 4.** Denial and Reconsideration

a. If the request is denied, Man will include a statement of its reasons for disapproving the request. If a response from Management is not received with the period prescribed, the request will be considered approved.

b. If the request is denied, the BUE may request reconsideration by the designated ethics official who will decide within 10 business days of the request or upon the BUE providing additional information if requested by the designated ethics official.

**Section 5.** Before an activity implements a new or supplemental policy or regulation regarding off duty employment, the activity will notify the Union and negotiate its impact and implementation.

**ARTICLE 32: LOCAL WAGE SURVEYS**

**Section 1.** The Local Wage Survey Committee will determine the number of data collectors needed. One-half of the data collectors will be comprised from those designed as nominees by the Union.

**ARTICLE 33: CONTRACTING OUT**

**Section 1.** The Union recognizes that Management has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the Winn. Management and the Union recognize that the Agency retains the right to make decisions regarding the contracting out of work under 5 U.S.C. § 7106(a). Management and the Union also recognize that contracting for services by Management is subject to certain polices and restrictions imposed by laws and regulations having government-wide application.

**Section 2.** Management will give the Union as much notice as possible in advance of contracting actions which may adversely affect or displace permanent BUEs. In all cases where contracting is utilized, Management will make responsible efforts to retain permanent BUEs.

**Section 3.** Rationale for the contracting of work in this category will be provided to the Union upon request. Management will provide the Union access and copies of records pertaining to a specific contract, unless prohibited by law and/or regulations by higher authority.

**Section 4.** In the event that Management requires that activity work be done by contract, BUE will not be under the supervision of a non-federal supervisor unless the BUE is so instructed by

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an individual who is already in a position of supervisory authority over them. This means that non-federal supervisors do not inherently exercise supervision over BUE and will not do so unless it is approved by an individual with authority to do so (as determined by the MTF Director).

**Section 5.** When Management determines that activity work will be contracted out, Management will consult with the Union, upon request, concerning the impact on BUEs. This shall include, but is not limited to, specific procedures calling for reassignment, demotion, transfer, detail, retirement, or other matters affecting BUEs directly or indirectly by the contracting action.

## **ARTICLE 34: SPECIAL TOOLS, CLOTHING, AND EQUIPMENT**

**Section 1.** Subject to the provisions of applicable regulations Management agrees to bear the full expense of all special tools, clothing, and equipment BUEs may be required to use.

**Section 2.** Reserved space for a physically handicapped BUE will be provided with easy access into the entrance of the building from the handicap parking spot. Such spaces will be requested by the handicapped BUE, and approval granted if deemed appropriate by Management IAW the current laws, rules, and regulations. Each facility will have the proper number of handicap parking spaces defined by regulatory guidelines.

## **ARTICLE 35: ALCOHOLISM AND DRUG ABUSE**

**Section 1.** The Union and Management jointly recognize that alcohol and drug abuse as issues are treatable. They also recognize that it is in the best interest of the BUE, the Union and Management that these issues be treated and controlled IAW Agency regulations and directives.

**Section 2.** It is recognized that most supervisors and Union representatives are neither professional diagnosticians in the field of alcoholism and drug abuse nor are they medical experts. Therefore, official diagnosis of alcohol and drug abuse will be accepted as valid only if made by qualified credentialed personnel.

**Section 3.** When a supervisor, through daily job contact, observes that a BUE is experiencing difficulties in maintaining their job performance, they will discuss the apparent difficulties with the BUE. If the BUE is unable to correct their job performance difficulties through their own efforts, the supervisor will inform the BUE of the seriousness of the problem and advise the BUE of confidential assistance and services available to them.

**Section 4.** A BUE may seek confidential assistance and services available to them prior to/or after supervisor intervention for job performance difficulties.

**Section 5.** Reasonable Suspicion/Cause: All BUE's are subject to reasonable suspicion testing when there is reasonable suspicion of on-duty use or on-duty impairment. BUEs in testing

designated positions are subject to reasonable suspicion testing when there is reasonable suspicion that a BUE uses illegal drugs, whether on or off duty, as well as random testing.

## ARTICLE 36: SAFETY

**Section 1.** Management agrees, to the fullest extent of their authority and within their capability and budgetary limitations, make every effort to provide a wholesome, safe and healthful working climate and endeavor to provide proper ventilation of working areas and proper heating for all buildings where BUEs are required to work; assure prompt and proper reports of accidents and injuries; create a climate of safety consciousness in all supervisors and BUEs; ensure prompt and complete reporting of on-the-job injuries so that a fair and equitable settlement can be made. The Employees' Compensation Operations and Management Portal (ecomp.dol.gov) is the system in which a claimant utilizes to file a claim. The Union agrees to vigorously support the DHA Safety Program through encouragement of all BUEs to conscientiously abide by established safety rules, regulations, and directives, etc.; to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition safe; to report job connected injuries and illnesses to their supervisor immediately so that any and all Worker's Compensation forms can be expeditiously completed.

**Section 2.** Upon request but subject to security restrictions, the Union will be permitted to appoint a representative to accompany Management officials in the investigation of circumstances and causes of an accident. If not otherwise precluded, one Union member of the Safety Committee may be allowed to accompany a Safety Office Representative from higher headquarters on a tour of sites where BUEs are employed. The Union may request to meet with an Occupational Safety and Health Administration (OSHA) Inspector.

**Section 3.** Any Safety Council will include a member designated by the Union. This council will normally be tasked, among other things, to:

- a. Advise Management with regard to safe working methods and practices.
- b. Recommend changes to protective equipment or devices.
- c. Encourage BUES to submit suggestions on safety.
- d. Develop and/or devise safe practices and rules to comply with current methods IAW Agency regulations and guidance.
- e. Participate in promoting safety within workforce.
- f. Safety meetings will be encouraged at the shop level.

**Section 4.** When essential for the protection of BUEs, items of protective clothing and equipment that comply with OSHA and other applicable laws will be furnished by Management IAW DHA regulations. The use of protective clothing and equipment as a means of preventing or minimizing injuries to personnel or damage to equipment is essential to all operations that are made hazardous by existing conditions such as temperature, footing, illumination, and visibility,



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ventilation, atmospheric contaminants, skin contaminants, physical and biological hazards, noise and radioactivity.

**Section 5.** A BUE that complains of a problem with safety related issues will refer the matter to their immediate supervisor. Where a job-related medical problem is indicated, the BUE may be referred to Occupational Health for their evaluation or examination.

**Section 6.** The wearing of protective clothing is required where:

- a. The items are necessary to protect personnel from occupational diseases and/or trauma.
- b. The items are necessary for safe performance of the task and/or protection of other people, government equipment, material, or property.

**Section 7.** Management recognizes the value of a safe and healthful working climate, and in this regard, will endeavor to assure where deemed practicable that only qualified personnel as determined by Management will perform work on or about moving or operating machines. Furthermore, BUEs that are assigned to such work will be appropriately compensated, consistent with applicable laws, rules, regulations, and this agreement. Consistent with applicable laws, rules, regulations, and this agreement, in making such assignments, consideration will be given enforcing safety standards, the use of all reasonable precautionary measures, and maintaining a worksite not unduly burdened with hazards. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operations.

**Section 8.** The procedures established in the safety and health program shall not preclude the right of any BUE to file a grievance at the appropriate step of the grievance procedure. The primary responsibility or resolving differences involving health and safety matters remains with Management and the Union.

### **ARTICLE 37: ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY**

**Section 1.** When the Union or the Agency considers a local work situation to warrant coverage under payable categories of environmental differential pay for Wage Grade employees IAW Appendix J of the Appropriated Fund Operating Manual or hazardous duty pay for General Schedules employees IAW Appendix A, 5 CFR, Part 550, Subpart I, the Agency will make every effort to initiate continuing positive actions to remove or eliminate or reduce to the lowest level possible all hazards and working conditions of a severe nature.

### **ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**Section 1.** Management and the Union agree to cooperate in efforts to provide equal opportunity in employment for all person consistent with controlling regulations and laws governing impermissible discrimination; to endeavor to prohibit discrimination because of age, race, color, religion, sex, (including sexual harassment), nation origin, genetic information or disability; to



promote the full realization of EEO through a continuing affirmative employment program; and to fully support the elimination of under-representation of minorities and women in all categories of Civil Service employment. When Management determines that locally implemented personnel policies, practices, and procedures might serve as a barrier to eliminating under-representation, Management agrees to consult with the Union about modifying or discontinuing such policies, practices, and/or procedures identified as barriers so as to promote affirmative employment at FS/HAAF. The views of the Union with respect to what constitutes a barrier to achieve balanced representation may be presented to Management at the discretion of the Union.

**Section 2.** EEO counselors will be required to inform all potential complainants covered by this Article of the right to representation of their choice during counseling. The Union may be present, if elected as a representative in writing, during discussions by Management and the aggrieved/complainant, to include pre-complaint, investigative, and hearing phases of the EEO process, consistent with rules, laws, and regulations.

**Section 3.** The Union shall be given reasonable notice of all proposed remedial or corrective action (s) to be taken because of formal resolution of EEO complaints consistent with governing laws and regulations. The Parties agree that unless compelling reasons exist for waiving them, all corrective or remedial actions will be consistent with provisions of this Agreement. The Union shall have the right to be present at a formal discussion between Management and BUEs, consistent with 5 U.S.C. § 7114(a)(2)(A).

**Section 4.** Candidates for EEO Collateral Duty Counseling may be nominated by the Union but subject to the approval of nominee's supervisor and EEO Officer. Management will cooperate with and support the EEO Counselor in the performance of counseling duties, as assigned by the EEO Officer. The EEO counselor will be free of restraints, interference, harassment, coercion, discrimination, or reprisal in connection with the performance of assigned counselor duties.

## **ARTICLE 39: FINANCIAL LIABILITY INVESTIGATION OF PROPERTY LOSS (FLIPL)**

**Section 1.** BUEs shall be allowed a Union representative during any part of a FLIPL in which the BUE is subject of the FLIPL.

**Section 2.** Copies of all FLIPL documents considered by the approving authority in the FLIPL decision may be furnished to the BUE or their representative upon request.

## **ARTICLE 40: DURATION AND CHANGES**

**Section 1.** Amendments to this Agreement may be required due to changes in law, applicable Executive Order, regulations or policies of appropriate authority. In such an event, the Parties will meet within 30 days after receipt of implementing instruction for such changes for the

purpose of negotiating new language to satisfy statutory or regulatory requirements provided this requirement has not already been satisfied.

**Section 2.** Negotiations may be open for amendments(s) of this Agreement only by mutual consent of both Parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the amendment(s) proposed. The Parties will meet within 30 days after receipt of such notice to discuss the matter(s) involved.

**Section 3.** This Agreement will be binding on the Parties for a period of three years from the date of approval of the basic Agreement. Either Party shall notify the other party at least 60 days but not earlier than 90 days prior to the expiration of this Agreement of that party's intent to negotiate a new Agreement. If either party serves such notice, representatives of Management and the Union will meet within 60 calendar days of receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves timely notice on the other, this Agreement shall be automatically renewed for a period of one additional year.

**Section 4.** Both Parties will receive electronic copies of the final CBA for distribution and printing as desired.

This CBA has been received and is hereby executed IAW the provisions of 5 U.S.C. §7114(b)(1), (2), and (3) of the Federal Service Labor Management Relations Statues.

In witness whereof, the Parties hereto have executed this Agreement this 29<sup>th</sup> day of January 2023. 2024

FOR MANAGEMENT:

FOR THE UNION:



\_\_\_\_\_  
LTC KIMBERLY L. DECKER  
Chief Negotiator



\_\_\_\_\_  
MARK DEUNGER  
Chief Negotiator

Management Negotiating Team:

Union Negotiating Team:


Carla Wiggins  
Jacqueline Davis  
Beth Abbott  
Carolyn Colon

Michael Alamo  
Reginald Peggins  
Patrick Carlson

EXECUTION:

Under Authority granted by the DHA and rules of the Parties, this Agreement is hereby executed.

Date: 20240130



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JASON M. SEERY  
COL, MC  
Military Treatment Facility Director