# Collective Bargaining Agreement
# Between

# Washington Headquarters Services, Raven Rock Mountain Complex

# and

# National Federation of Federal Employees Local 1153

**Implementation Date: January 10, 2012**

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## PREAMBLE

Pursuant to the policies set forth in Title VII of the Civil Service Reform Act of 1978 and subject to the applicable Statutes, rules, regulations, and directives of higher federal government-wide authority, the following Articles of this basic Agreement, together with any and all supplemental Agreements and/or amendments which may be agreed to at later dates, constitute a total Agreement by and between the Washington Headquarters Services, Raven Rock Mountain Complex, herein referred to as the ", Agency" and the National Federation of Federal Employees (NFFE) hereinafter referred to as the "Union," collectively referred to as the "Parties," and the Employees in the Unit described in Article 1 hereinafter referred to as the "Employees."

## WITNESSETH

WHEREAS, the statutory protection of the right of Employees to organize, bargain collectively, and participate through a labor organization of their own choosing in decisions that affect them safeguards the public interest, contributes to the effective conduct of public business, and facilities and encourages the amicable settlements of disputes between Employees and their Employer involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of Employee performance, the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance, and the efficient accomplishment of the operations of the Government; and

WHEREAS, this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government;

NOW, THEREFORE, within the intent, spirit, and meaning of P.L. 95-454 and the Civil Service Reform Act of 1978, hereafter referred to as the "Statute," the Parties hereto agree as follows:

## ARTICLE 1: COVERAGE AND EFFECT OF AGREEMENT

**Section 1: Federal Labor Relations Authority (FLRA) Certificate Governs**

a. The sole and exclusive Representative and the bargaining unit are defined in FLRA Certificate Case Number BN-RP-07-0003, dated February 20, 2007, and any subsequent amendments thereto.

b. This Agreement governs the Labor/Management relationship established by the FLRA Certificate Case Number BN-RP-07-0003.

**Section 2: Description of Unit**

As of the execution date of this Agreement, the governing FLRA certificate (Case Number: BN-RP-07-0003) stipulates that the Unit is defined as follows:

> INCLUDED: All Wage Grade and General Schedule Employees, employed by the Raven Rock Mountain Complex, Washington Headquarters Services who are duty stationed in Pennsylvania.
>
> EXCLUDED: All professional employees, management officials, supervisors, firefighters, and employees described in 5 U.S.C. §7112(b) (2), (3), (4), (6), and (7).

**Section 3: Effect on Previous Agreements**

Except as specifically provided for in this Agreement, this Agreement hereby revokes or supersedes all oral, written, or otherwise implied collective bargaining agreements (e.g., term and mid-term agreements, supplements, memoranda of understanding, memoranda of agreement, and past practices) that are in place prior to this Agreement's implementation between the Agency and NFFE or its representative at any level. Any changes to conditions of employment following issuance of this contract will be addressed through procedures prescribed in Article 6.

# ARTICLE 2: EMPLOYEE RIGHTS

## Section 1: Union Membership

a. Employees in the unit shall have the right and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to join and assist the Union or to refrain from such activities. The right to assist the Union shall be recognized as extending to participation in the management of the Union; acting as a Union Representative including presentation of the Union's views to heads of Agencies, other officials of the Executive Branch of the Government, the Congress, or other appropriate officials; and engaging in collective bargaining with the Agency with respect to conditions of employment through Representatives chosen by Employees.

b. Nothing in this Agreement shall require an Employee to become, or to remain a member of, the Union or to pay dues to the Union except pursuant to voluntary, written authorization by a Unit member for the payment of dues either directly to the Union or through payroll deductions.

c. Eligible Employees may become dues paying members of the Union without discrimination as to race, color, religion, sex, age, national origin, or handicapping condition. The Parties recognize the importance of equitable treatment for all Employees and agree to cooperate in actively promoting and providing equal employment opportunities for all persons. The Parties affirm their joint opposition to any discriminatory practices in connection with employment and promotions and training.

d. An Employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or established policies.

e. An Employee has the right, regardless of Union membership, to choose his own Representative in a grievance or appeal action not subject to review under the negotiated grievance procedure. An Employee in the unit may be represented only by themselves or the exclusive representative in filing a grievance under the negotiated grievance procedure.

## Section 2: Rights to Representation

a. Employees have the right to consult or meet with a Union Representative and to be represented during a grievance, disciplinary/adverse actions, and/or any other administrative/appeal process for which the Union is certified as the exclusive Representative.

b. The Agency agrees to authorize a reasonable amount of time to allow for such consultations/meetings during the Employee's regular working hours.

c. The Agency will inform an Employee of the nature of a meeting prior to conducting the meeting.

d. Employees have the right to confidentiality during counseling; The Agency will only share confidential information based on a need to know. This excludes on the spot safety corrections, mentoring and coaching. Employees' personnel records and documents of a personal nature shall be kept reasonably secure and locked. When circumstances permit, supervisors will counsel Employees in settings that reasonably protect confidentiality.

**Section 3: Personnel Records**

a. Upon request, the Official Personnel Folder (OPF) and contents thereof of a Unit Employee shall be made available for review to the Employee or his Representative in the presence of a representative of the Agency. Union Representatives must have written authorization from a unit Employee to review the Employee's OPF in the Employee's absence.

b. Locally maintained personnel records will be maintained and destroyed in accordance with governing regulations.

c. Employee and/or the Union may request and be provided personnel records in accordance with applicable law, rule, regulation, and Agency policy.

d. Disclosure shall be consistent with appropriate laws, rules, and regulations.

**Section 4: Additional**

a. The Employee has the right to conduct his/her private life as he/she deems fit pursuant to all laws, rules, and regulations.

b. If an Employee is required to complete forms or communicate electronically, the Agency will provide reasonable access to computer resources and a reasonable amount of time in which to perform such tasks, to include but not limited to (i.e. updating Employee benefits and payroll information, IFS, time and attendance forms, email, other forms of government communications required by the Agency, required CBT, DTS etc).

c. Due to the specific nature of our facility, the Agency recognizes the Employee's need to limited personal telephone usage in accordance with applicable law, rule, and regulation. Authorized use of communication systems can include but are not limited to telephone calls made concerning matters such as making doctor's appointments, checking on minor or sick children, or notifying family members of schedule or transportation changes, and emergency situations, etc.

## ARTICLE 3: UNION RIGHTS

**Section 1: Right to act as Exclusive Representative for Unit Employees**

a. In accordance with the certification of Representative issued by the FLRA, the Union is entitled to act for and negotiate Collective Bargaining Agreements covering all Employees in the Unit. This includes representing Unit Employees in grievances or disciplinary or adverse actions when so requested by said Employees.

b. The Union, however, does not have an obligation to represent Employees that are non-dues paying members of NFFE in any statutory appeal procedure for which the Union does not have exclusive representation rights (e.g., Merit Systems Protection Board or Equal Employment Opportunity Commission).

**Section 2: Union Right to Representation**

The Union shall be given the opportunity to be represented at the following:

a. Any formal discussion between one or more representatives of the Agency and one or more Employees in the unit or their Union Representatives concerning any grievance, personnel policy or practice, or general working condition of employment, and

b. In accordance with Article 29, Section5, any examination of any Employee in the Unit by a representative of the Agency in connection with an investigation if the Employee reasonably believes that the examination may result in disciplinary action against him, and the Employee requests representation.

c. The Agency agrees to respect the rights of the Union by giving the Union the opportunity to negotiate prior to implementation of any new policies affecting conditions of employment of Employees in the unit in accordance with Article 6.

d. The Union may represent an Employee or group of Employees in presenting appeals under statutory appeals procedures, provided the appellant (s) has / have designated the union representative in writing.

**Section 3: Right to Office Space and Equipment**

a. The Agency agrees to provide for the Union's use a separate Union office. The Agency does not have a dedicated meeting room for the Union; however, if reasonable notice is given, it will make a room available for the Union's use. The Union shall be responsible for the suitable use and care of the Union office.

b. The union office will include the services of the Agency, including telephone, mail, electronic mail, and web services (i.e. NIPRNET access); will be available for use by the Union for representational purposes and official communications between Union officials, Employees, and the Agency.

c. The Agency agrees to provide space on a bulletin board for the posting or circulation of appropriate Union material. The Union agrees that material posted on the bulletin board will not be libelous.

d. The use of services provided for in this Section will be subject to Government, DoD, and RRMC communication policies.

**Section 4: Right to Information**

a. Pursuant to 5 U.S.C. § 7114 (b)(4), upon written request and to the extent not prohibited by law, the Agency agrees to provide data that is normally maintained in the regular course of business or reasonably available if the Union can demonstrate a particularized need for such data.

b. Up to twice a year, upon request, the Agency will provide to the Union a listing of all civilian Employees that are part of the bargaining unit, employed at Raven Rock Mountain Complex. This list shall include the name of the Employee and organization within the RRMC for which he/she is employed.

## ARTICLE 4: AGENCY RIGHTS

**Section 1: Labor Relations Statute**
Pursuant to 5 U.S.C. § 7106,

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Management official of any Agency—

(1) to determine the mission, budget, organization, number of Employees and internal security practices of the Agency; and

(2) in accordance with applicable laws—

(A) to hire, assign, direct, layoff, and retain Employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from—

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

(b) Nothing in this section shall preclude any Agency and any labor organization from negotiating—

(1) at the election of the Agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on technology, methods, and means of performing work;

(2) procedures which Management officials of the Agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by Management officials.

**Section 2: Clarification of Assignment of Work**
Pursuant to the labor statute, a Management official may delegate one or more of his/her duties or responsibilities to another authorized Management official.

## ARTICLE 5: LABOR/ MANAGEMENT COOPERATION

**Section 1: General**

a. To encourage productive labor/Management relations, a meeting/forum between the Union and Agency shall be held at least quarterly on an agreed upon schedule. Meetings may also be held on an as needed basis.

b. This meeting is for both Parties to informally meet to discuss topics of mutual interest and to develop an understanding of and discuss overarching problems relating to bargaining unit Employees. The Parties agree to discuss workplace challenges and problems and endeavor to develop solutions jointly.

c. Federal Employees and their union representatives are an essential source of front-line ideas and information about the realities of delivering Government services to the American people. A nonadversarial forum for managers, Employees, and Employees' union representatives to discuss Government operations will promote satisfactory labor relations and improve the productivity and effectiveness of the Federal Government. Labor Management forums, as complements to the existing collective bargaining process, will allow managers and Employees to collaborate in continuing to deliver the highest quality services to the American people. To the extent practicable, Management should discuss workplace challenges and problems with labor and endeavor to develop solutions jointly, rather than advise union representatives of predetermined solutions to problems and then engage in bargaining over the impact and implementation of the predetermined solutions.

d. The Agency and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of materials, supplies and equipment; the improvement in quality of workmanship and service; the maintenance of effective supervisor-Employee communications; the judicious use of sick leave; the correction of conditions making for grievances and misunderstandings; the encouragement of courtesy in relations with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morale in the service. The Agency will recognize union ideas and concepts regarding forums for discussion.

e. The parties agree to cooperate to improve the efficiency and productivity of RRMC's operations. To this end, the Agency and the Union will promote forums that promote constructive dialogue. These discussions may include the number, types, and grades of Employees or positions; work projects; assignment of work, or tours of duty; and technology, methods and means of performing work.

f. Matters appropriate for handling by Stewards (including individual Employee grievances) will not normally be discussed at these meetings.

**Section 2: Attendees**

a. Except by mutual consent, neither the Union nor the Agency will have more than 2 (two) representatives each. Subject matter experts may attend upon mutual agreement of the Parties.

b. The Agency must send representatives with authority to represent and act on behalf of the Agency regarding the matters being discussed. The Union must send representatives with authority to represent and act on behalf of the Union regarding the matters being discussed.

## ARTICLE 6: MATTERS APPROPRIATE FOR NEGOTIATION

**Section 1: Controlling Guidelines**
Negotiations will be conducted in accordance with the requirements of the Statute and in accordance with this Agreement.

**Section 2: Matters Appropriate for Mid-term Bargaining**

a. It is agreed and understood that matters that may be appropriate for mid-term negotiation between the Parties are as follows:

    1. Personnel policies and practices and matters affecting general working conditions of employment in the unit within the discretion of the Agency;

    2. Procedures that the Agency will observe in exercising Management Rights as defined by the Statute;

    3. Appropriate arrangements for Employees adversely affected by the exercise of Management Rights as defined by the Statute; and

    4. At the election of the Agency, the numbers, types, and grades of the Employees of positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.

b. However, negotiation is not required on any matter already covered by, expressly or inseparably bound to, a provision of this Agreement.

**Section 3: Notification Regarding Changes to Conditions of Employment**

a. The Agency has a responsibility to notify the Union prior to the implementation of a Management decision that affects the conditions of employment of bargaining unit Employees in accordance with this Agreement and the labor statute.

b. The Agency will notify the Union (via email to designated Union representatives) at least 14 (fourteen) days prior to the implementation of a Management decision that affects the conditions of employment of bargaining unit Employees in accordance with this Agreement and the labor statute.

c. If 14 (fourteen) days advance notice cannot be provided due to an emergency or because delay in implementation would affect the Agency's ability to carry out its missions, the Agency will provide the Union notice as soon as practicable in relation to the change.

d. From the date of the notice, the Union will have 10 (ten) days to submit written proposals as needed.

e. The Union may request to meet within 5 (five) days of receipt of notice to gather additional information that may be necessary to finalize their proposals or obtain additional information prior to implementation. This does not preclude the Union from requesting data at a later date.

**Section 4: Negotiability Disputes**
When the Union requests to negotiate over a matter which the Agency considers to be nonnegotiable, the Agency will, upon request, provide the Union a written statement explaining the Agency's rationale for the determination. The Union may then appeal that determination to the Federal Labor Relations Authority for resolution.

**Section 5: Impasse**

a. If agreement has not been reached on impact and implementation by the planned implementation date, the Union agrees that the Agency may implement its last best offer; however, the Agency agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasses by the Federal Service Impasses Panel or mutually agreed upon dispute resolution methods.

b. The Agency further agrees to retroactively apply (as may be practical) any subsequent resolutions required by a third party.

**Section 6: Conflicts with Agreement**
If an Agency policy, regulation, instruction, or standard operating procedure conflicts with this Agreement, this Agreement will be followed regarding the area of conflict.

**Section 7: Past Practices**
Past practices (practices affecting conditions of employment of bargaining unit Employees, exercised consistently over an extended period of time of which both parties knew about or reasonably should have known about) remain in effect unless modified through negotiation.

## ARTICLE 7: RECOGNITION OF UNON REPRESENTATIVES

**Section 1: Number of Representatives**
The Union will designate and the Agency agrees to recognize the Union Representatives whose name(s) appear on the most recent Union roster provided by the Local President (or designee) in accordance with Section 2 of this Article.

**Section 2: Union Roster**

a. Within 14 (fourteen) days after the execution date of this Agreement, the local President (or designee) will provide to the Agency an up-to-date roster, in writing, of all locally elected or appointed Union Representatives. This roster will include each Representative's

    1. Name,
    2. Union title,
    3. Union phone number,
    4. Union email address,
    5. Union mailing address,
    6. Union fax, and
    7. Personal phone (if applicable).

b. The Union must provide an updated roster including all of the information listed above to the Agency following any changes in Union Representatives.

**Section 3: Non-Agency Employee Union Representatives**

a. Non-Agency Employee Union Representatives that are employed by NFFE can (1) meet with Management officials on appropriate Labor-Management business and (2) serve as chief negotiator when negotiating agreements with the Agency if prior notice is provided to the Agency by the Local NFFE President.

b. Non-Agency Employee Union Representatives, as described in section 3a of this Article will comply with all current and future security policies and practices and make arrangements no later than 5 (five) workdays in advance with the RRMC human resources office when admittance to DoD facilities is required for appropriate representational purposes so that arrangement may be made (e.g., visitor badge, parking, etc.).

# ARTICLE 8: OFFICIAL TIME

**Section 1: Purpose of Official Time**

a. Official time is to be used for conducting Union/ Management business at the activity where the Union Representative is assigned.

b. If requested, official time may be granted for the following purposes:

   1. Investigate, prepare, and present Employee grievances to Management;

   2. Represent unit Employees in formal disciplinary or adverse action proceedings including Weingarten meetings;

   3. Attend formal meetings between Management officials and the Union;

   4. Participate in arbitration hearings in a representational capacity;

   5. Represent the Union before the FLRA, Impasse Panel, and other third parties for which the union is the exclusive representative.

   6. Consult with Management officials within the steward's area of responsibility over grievances, personnel policies or practices, matters affecting working conditions, or unit Employees; and

   7. Participate in collective bargaining with the Agency. (The number of Employees for whom official time is authorized under this subsection will not exceed the number of individuals designated as representing the Agency for such purposes.)

**Section 2: Official Time Exclusions/ Limitations**

a. Official time will only be granted to those Union Representatives whose name(s) appear on the most recent Union roster provided by the Local President (or designee) in accordance with Article 7.

b. Activities concerned with the internal Management of the Union (e.g., solicitation of membership, collection of dues, campaigning for office, distribution of literature, or other matters pertaining to internal Union business) and activities not specifically authorized by the terms of this Agreement shall be performed only during the non-duty hours of Union Representatives and Agency Employees.

c. The conduct of representational business (not to be construed as official government business) set forth in this Agreement shall be conducted during regularly scheduled duty hours, unless shifts or third party activities dictate representational activities outside of the regularly scheduled duty hours. Official time will take place in a paid duty status.

d. Normally, depending on the type of meeting, the Union will be permitted up to 2 (two) representatives to meet with the Agency. When negotiations are scheduled, the Union may designate up to the same number of designated Management representatives.

**Section 3: Official Time Approval**

a. The use of official time will normally be permitted for Union Representation on an as needed and necessary basis for each individual Employee case or complaint. The Union official shall coordinate the use of official time with his/her supervisor prior to its use. Official time will not normally be granted to Union Representatives who are performing overtime work.

b. Prior to performing Union/Management business, Union Representatives must request official time by submitting a completed NFFE Official Time Request Form to their immediate supervisor (or designee). (See attached.)

c. Prior to meeting with the Union or participating in activities authorized by this Agreement and the labor statute, Employees will coordinate the use of official time with their supervisors.

d. To the extent practicable, requests for official time will normally be submitted in advance unless, circumstances prevent advance notice.

e. A union representative must obtain approval for official time before doing any representational work.

f. Supervisors will make every effort to approve or disapprove official time as soon as possible after receiving the official time request.

g. The determination as to the appropriate time for release from duty and the actual amount of official time authorized will depend on the facts and circumstances of the individual situation, but supervisors shall be guided by the following:

    1. Approval should normally be reserved for such time as will cause minimum interference in the performance of regular duties.

    2. The amount of time authorized should be proportionate to the complexity of the issues involved.

    3. Attendance at meetings called by the Agency shall (not) be subject to 1 and 2 of this Section [g].

h. If the Union Representative (or grievant) cannot be spared at the requested time, the supervisor shall inform him / her of the time that permission may be granted to leave the job on official time.

i. Union Representatives and Employees, meeting with the Union will report immediately to their supervisor upon their return to the performance of their regular duties from official time.

j. Union officers and stewards will be granted official time to conduct their necessary representational duties in the administration of this contract, as explained in this Article; union officers and stewards may use a cumulative total of 1250 hours per annum of official time for representational functions, including attending training sessions that are mutually beneficial to the Parties as provided for in Article 11: Union Sponsored Training. If 1250 hours have been used, the parties may, by mutual agreement, negotiate additional official time for union representatives. The Union office may be staffed for representational duties on an as needed

basis after coordinating with the requesting union official's immediate supervisor. Subject to supervisory approval, the union may select a substitute representative should the primary representative become unavailable.

## ARTICLE 9: UNION DUES WITHHOLDING

**Section 1: Employee Eligibility**
Pursuant to 5 U.S.C. § 7115, payroll deduction from Employee pay for Union dues shall be made from members in the unit who voluntarily request such dues deductions.

**Section 2: Forms**
The Union shall be responsible for providing, certifying proper completion of, and transmitting to the servicing Human Resources Office the Standard Form 1187, request for payroll deductions for labor organization dues.

**Section 3: Frequency of Deduction**
Dues will be withheld from the bi-weekly paychecks of Employees who have authorized such deduction in accordance with this Article.

**Section 4: Changes to Dues Withholding**

a. A Union change of the amount of dues deducted may not be made more often than once during the calendar year as determined by the National Dues Rate set by the National Office and/or voted upon and approved by the Local Union. Such a change will normally become effective no later than the first full pay period after receipt of the request by the servicing payroll office from the respective Local Union President (or designee).

b. The Agency will terminate the dues allotment by the end of the first full pay period during which any of the following actions takes place:

    1. The Employee leaves the unit because of any type of separation, transfer, or other personnel action.

    2. The certification of the Union as the exclusive representative for the unit is withdrawn.

    3. The Employee is suspended or expelled from membership in NFFE. The Union agrees to notify promptly the servicing payroll office in writing when any member of the Union is expelled or for any reason ceases to be a member in good standing.

c. An Employee may request revocation of his allotment during the 30 (thirty) day period prior to the anniversary date on which the Employee authorized the dues deduction. Revocation becomes effective as of the first pay period following the anniversary date. It is the Employee's responsibility to see that his written Revocation Form 1188 is delivered timely to the Servicing Human Resources Office.

d. Requests for dues waivers submitted to the Agency for processing must be accompanied by written approval from the Union.

**Section 5: Payment to Union**

a. Payment will be addressed to the Treasurer of NFFE National and mailed to the current NFFE National address as provided by the local.

b. Changes in the location and/or individuals to whom the check is mailed will normally be effective the first full pay period after the receipt by the servicing payroll office.

**Section 6: Erroneous Payment of Dues**

Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on their Earnings and Leave Statements. Failure or delay by an Employee to promptly initiate and actively pursue any such errors after 30 days will void a claim of overpayment and may release the Agency from any obligation to reimburse the Employee with dues withheld.

## ARTICLE 10: LEAVE FOR INTERNAL UNION BUSINESS

a. Union Representatives may be granted annual leave or leave without pay, subject to the usual conditions for granting leave, to attend Union activities that are classified as internal Union business.

b. Requests for such leave will be submitted as far in advance as possible, usually no later than 30 days prior to attendance.

# ARTICLE 11: UNION SPONSORED TRAINING

**Section 1: General**
In accordance with the provisions of this Article, if otherwise in a duty status, Union officials recognized in accordance with Article 8 will be granted official time to attend Union sponsored training when such training would be mutually beneficial to the Union and the Agency, subject to workload requirements. The Union will bear the responsibility for showing how the training will have the required benefit to the Agency.

**Section 2: Requests**

a. Requests for official time in the form of excused absence will normally be submitted in writing to the servicing human resources office at least 30 (thirty) days in advance, to allow adequate time for a decision and arrangements in the Employee's absence, if appropriate. Each request must include at a minimum the following information:

    1. Name, job title, series, and grade of Employee involved;

    2. Official Union office title of Employee;

    3. Copy of agenda for training session with notations next to each session articulating how training session is mutually beneficial to Union and Agency;

    4. Number of hours requested for training attendance; and

    5. Dates for which Employee is to attend the training.

b. The servicing Human Resources Office will normally approve or disapprove the request for official time for union sponsored training within 7 days of receiving a request with all of the required elements of Section 2a of this Article. In no case shall approval or disapproval be unreasonably delayed.

c. Approval or disapproval will be based on work load requirements and a determination regarding whether the training is of mutual benefit to the Agency and the Union. If official time for union sponsored training is disapproved, the Agency will provide the reason the official time was disapproved. If workload requirements are the reason for disapproval, the workload should be identified.

**Section 3: Official time**

a. Union Representatives will be allowed a combined total of 20 (twenty) work days for Union training in a 12 (twelve) month period (with no individual Employee using more than 10 of those work days). Normally, no more than two Union representatives will be authorized excused absence from duty for these purposes at any one time. Additional time may be considered on a case-by-case basis. Special consideration will be given to union sponsored training for new union representatives. Requests for Unit Employees to attend union sponsored training will be considered on a case-by-case basis.

b. Employees must reflect official time used on their time and attendance records.

**Section 4: Costs**

Costs (e.g., travel, per diem) associated with attendance at Union sponsored training will be paid by the Union or the Employee.

## ARTICLE 12: AGENCY-SPONSORED TRAINING

**Section 1: General**

a. The Agency and the Union agree that training and development of Employees in the unit is important in accomplishing both the mission of the Agency and the Federal career goals of the Employee. The Agency will develop, promote, and maintain adequate training programs that are consistent with the needs of the Agency.

b. Travel expenses shall be provided to the Employee in accordance with applicable regulations for all training approved by the Agency. Whenever possible training will be scheduled to permit the Employee to travel to and from the training facility during the Employee's normal duty hours. Compensation will be afforded to the Employee when he/she is required to travel outside his/her normal duty hours in accordance with applicable regulations.

**Section 2: Training without Loss of Pay or Leave**

a. The Agency will encourage Employees to take advantage of training and educational opportunities. The Agency may permit unit Employees to attend training courses during their duty time without loss of pay or leave, if: (1) the Agency has determined that the course is job related; (2) the request has been submitted and approved in advance; and (3) the Employee can be spared from his/her regular duty assignment. This will not prohibit the Agency from funding courses of interest to the Employee that are not required by the Agency on a case by case basis; the Agency may grant leave for attendance if the Employee would be in a duty status during the time of such training.

b. Work schedules may be modified to accommodate training needs. Normally, training provided by the Agency will be scheduled 14 (fourteen) days in advance so that it can be accomplished while the Employee is in a duty status. The Parties agree that the Employee is responsible for applying a reasonable amount of time and effort to keep abreast of the training needs concerning changing technology of his/her occupation.

**Section 3: Training on New Mission, Responsibilities, Equipment, or Procedures**

a. When Employees are assigned to a position having different duties from those previously performed and the new duties can reasonably be expected to require on-the-job or other training in order for the Employee to perform satisfactorily, the Agency will offer such training.

b. The Agency agrees to permit Employees who are enrolled in approved training courses to use Government equipment located at their work sites during duty hours for necessary class preparation if required by the course, consistent with mission accomplishment and security procedures. Prior to this process, Employees must coordinate the necessary preparation time with their supervisor.

**Section 4: Apprentice Trade Program**

The Agency may sponsor certain eligible Employees to participate in a state accredited apprentice program.

**Section 5: Individual Development Plans (IDP)**
The Agency and the Employee should work together to prepare an individual career development plan for the Employee. The plan may include:

a. Short and long range career goals.

b. Training experiences that will improve the Employee's knowledge, skills, and abilities in their current position

c. Training which is necessary to enable Employees to meet requirements for career ladder progression.

**Section 6: New Policies for Training**
Prior to implementing new policies or programs which affect the bargaining unit, the Agency agrees, whenever possible, to notify the Union and make a good faith effort to explain the changes and answer the Union's questions in this regard.

## ARTICLE 13: POSITION DESCRIPTIONS AND CLASSIFICATION

**Section 1: Position/ Job Description**

a. Employees are entitled to a job description which accurately reflects the duties required of the position. When an Employee believes his/her job description does not accurately reflect the duties being performed by the Employee, the Employee shall first bring the matter to the attention of the immediate supervisor, in writing, stating the reasons why he/she feels it is incorrect. The supervisor is responsible for assuring that the local review process, including resolution if possible, is completed within 45(forty-five) calendar days. Extensions to the 45(forty-five) -day time frame may be granted.

b. If the resolution at the local level is not possible within the same 45 (forty-five) calendar days, the Employee may request that the supervisor forward a request for a desk audit of the position to the Department of Defense. The supervisor agrees to forward the request. The timeframe for the filing of a grievance will commence on the day that the decision of the desk audit is rendered or the day that the desk audit was due, whichever occurs first.

c. If there is a reasonable belief that any major duties provided in the position description resulting from the desk audit are inaccurate or omitted, the Employee may file a grievance in accordance with Article 33 of the Negotiated Grievance Procedure. Grievances will not include issues concerning the appropriate classification of the title, series, or grade of a position. Nothing in this Agreement shall be interpreted to mean that Management waives its right to assign work pursuant to the Statute and this Agreement.

**Section 2 - Classification**

a. When an Employee believes his/her series, grade or title of his/her job is incorrect (improperly classified), the Employee shall first bring the matter to the attention of their immediate supervisor in writing stating the reasons why he/she feels it is incorrect. The supervisor is responsible for assuring that the local review process, including resolution if possible, is completed within 45(forty-five) calendar days. If the resolution at the local level is not possible within that same 45(forty-five) days, the Employee may request the supervisor forward a request for a desk audit of the position to the Department of Defense. The supervisor agrees to forward the request.

b. In rendering the decision, the Agency will provide the Employee a complete analysis of the position with the reasons for the decision. The decision will also contain a statement reflecting that, if the Employee is dissatisfied, the Employee may appeal the decision in accordance with 5 CFR 532.705 for Wage Grade and 5 CFR 511.604 for General Schedule Employees.

**Section 3: New Position Description**

When an Employee has been assigned a new position description, the Employee will be given a copy of the new position description, and the Agency will review and discuss the new position description with the Employee. Upon request, the Union will be provided a copy of the new position description.

**Section 4: Assistance to Employee**

Upon request, the Agency agrees to provide information regarding how to file classification appeals to the Employee.

## ARTICLE 14: PERFORMANCE APPRAISALS AND WITHIN GRADE INCREASES

**Section 1: General**

a. Employees will be rated in accordance with the most recent/current applicable government-wide regulations and Agency performance policy, and amendments hereafter. At the time of this Agreement, the current policy is DoD Administrative Instruction 63 (dated July 1, 1999).

b. Employees will be provided access to these regulations through their supervisors.

**Section 2: Requests for Reconsideration**

Employees will be afforded the opportunity to file a request for reconsideration in accordance with the most recent applicable Agency policy. As of the date of the Agreement, reconsideration requests are contained in DoD Administrative Instruction 63 (dated July 1, 1999.)

**Section 3: Performance Objectives during Details**

Employees detailed for 90 (ninety) days or more shall have performance objectives assigned to them at the beginning of the detail period and shall be rated at the conclusion of the detail period on those objectives.

**Section 4: Performance Discussions**

The rating supervisor and the Employee will discuss the performance plan and expectations including the objectives and standards of the plan. The rating supervisor will take steps to implement performance plans within required time frames. The performance plan will be documented on the appropriate form and signed by appropriate parties. Further amendments may be made during the rating year, and these amendments will be noted with the Employee and rating supervisor's initials. The Employee's signature or initials will only signify that the Employee has received a copy.

**Section 5: Performance Objectives and Appraisals**

Performance objectives should be consistent with duties and responsibilities contained in the Employee's position description. Appraisals should accurately reflect on the Employee's performance.

**Section 6: Work Related Factors**

An Employee will notify his/her rating official promptly of any work-related factors, which are beyond the Employee's control and are affecting the Employee's performance. Rating officials will consider such factors.

**Section 7: Midpoint Reviews**

a. Rating officials are encouraged to have on-going discussions with Employees concerning performance. In addition, to the maximum extent possible, progress reviews shall be informed and developmental in nature and shall focus on how to improve future performance.

b. At a minimum there shall be one progress review approximately midway through the appraisal period. This review shall be scheduled and include a discussion of the Employee's performance relative to each critical element, change in priorities, responsibilities, and resources; performance successes; performance deficiencies; how deficiencies may be corrected; and proposals for developing the skills necessary for effective performance. The Agency will provide the Employee a written copy of counseling documentation resulting from the mid-year review.

**Section 8: Within Grade Increases**
An Employee will be granted a within-grade increase on the first day of the first pay period following completion of the required waiting period, provided the Employee:

a. Is performing at an acceptable level of competence.

b. Has not received an equivalent increase during the waiting period.

c. Received a summary rating level that reflects an acceptable level of competence on his/her most recent performance rating.

**Section 9: Union Officer/Steward Appraisals**
Union officers and appointed stewards will not be adversely rated because of time spent on authorized Union activities.

## ARTICLE 15: PROMOTIONS, TEMPORARY PROMOTIONS, AND DETAILS WITHIN THE BARGAINING UNIT

**Section 1: Controlling Guidelines**
Competitive actions shall be filled consistent with the spirit and intent of the merit system principles. The Agency may conduct training sessions for all Employees to enhance their understanding of the merit system and to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. The Agency will ensure that all qualified people have equal opportunity for promotion for competitive actions regardless of race, color, creed, sex, national origin, age, union membership, marital status, handicapping conditions, or other (non) work-related factors as required by law, rule, and regulation. The overall objective of the Merit Promotion Program is to assure that positions are filled with the best qualified persons available and to assure that all Employees have an equal opportunity to apply for advancement.

**Section 2: Repromotion**
Permanent Employees currently receiving grade and/or pay retention benefits due to a downgrade that was effected through no fault of their own, i.e., reduction-in-force, reclassification, or medical disqualification, may receive priority consideration for a position comparable to the position lost in accordance with law, rule, and regulation.

**Section 3: When Competitive Procedures May Not Apply**
Competitive procedures may not be required for the following types of personnel actions involving bargaining unit positions:

a. Lateral reassignments.

b. Promotion resulting from upgrading a position, with or without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.

c. Position change permitted by reduction-in-force regulations.

d. A non-competitive career ladder promotion.

e. Career promotion resulting from an Employee's position being reclassified at a higher grade because of accretion of duties and responsibilities.

f. Temporary promotion or detail to a higher grade of 120 (one-hundred twenty) calendar days or less.

g. Re-promotion to a grade or position from which an Employee was involuntarily demoted without personal cause.

h. Priority consideration and/or promotion of a candidate not given proper consideration in a competitive promotion action.

i. Promotion as a result of a formal finding of discrimination under EEO regulations, or promotions directed by judges, arbitrators, the Federal Labor Relations Authority, or other appropriate authority.

**Section 4: Ranking**
Ranking of Candidates will be in accordance with the procedure outlined in the controlling WHS Merit Promotion plan. The criteria established for ranking should be objective, realistic, and designed to identify the best qualified candidates for the positions to be filled. The evaluation process must effectively measure the degree to which Employees possess the skills, knowledge, abilities, and personal characteristics needed for success in the job to be filled.

**Section 5: Information Available to Unit Employee Applicants**
Unit Employees that are candidates for promotion shall be given the following information upon request:

a. Whether the Employee was considered for promotion and, if so, whether he was determined to be eligible or ineligible.

b. Whether the Employee was in the "best qualified" group, from which the selection was made.

c. Who was selected for the promotion.

**Section 6: Priority Consideration**

a. If, because of a grievance being filed under this Agreement, either the Agency agrees or an arbitrator decides that an Employee was not ranked and rated in accordance with Agency policy, the Employee will receive a one-time priority consideration for an appropriate vacancy for which he is qualified. An appropriate vacancy is one that would normally be filled by competitive procedures with the same grade level, series, area of consideration, and promotion potential as the position for which the Employee was improperly excluded.

b. For the purpose of promotion actions under this Article, priority consideration means that the Employee must be referred to and given bona fide consideration by the selecting official before any other candidate is referred to the selecting official for consideration.

c. In the event that 2 (two) or more Employees receive priority consideration for the same promotion action, both Employees may be referred together.

**Section 7: Details and Temporary Promotions**

a. Details and temporary promotions to all vacant positions within the bargaining unit shall be assigned consistent with applicable instructions, laws, rules, and regulations.

b. Details in excess of 30 (thirty) days in the same title, series, and grade are not recorded in the Employee's official personnel folder; therefore, Employees are encouraged to record this experience on their résumé before applying for a position.

    1. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detailing shall be based solely on a bona fide need of Management and it's considered judgment as to the ability of the individuals.

2. Except for brief periods, an Employee should not be detailed to perform work of a higher grade unless there are compelling reasons for doing so. Management will consider a temporary promotion in lieu of details.

3. Selection for temporary promotions to a higher grade position in excess of 120 (one hundred twenty) days will be made under competitive procedures of the Controlling Merit Promotion Plan, WHS. This requirement is not to be circumvented by a series of temporary assignments.

4. Selections for temporary promotions of 120 (one-hundred twenty) days or less may be made on a non-competitive basis. Management will base decisions regarding temporary promotions on Employee qualifications and Agency needs. Management will rotate opportunities for temporary promotion among equally qualified Employees to the extent that doing so will not negatively impact the accomplishment of work requirements. Competitive promotion procedures will be used for temporary promotions over 120 (one-hundred twenty) days.

**Section 8: Employees on Leave or Attending Training During Announcement Periods**
An Employee who is on approved leave, or attending a training course, will be considered for an advertised position for which qualified, provided that the Employee timely files an application for the vacancy in accordance with the merit promotion plan.

**Section 9: Voluntary Changes**
Employees may voluntarily request changes in their work assignments; such requests shall be submitted in writing. All such requests are subject to the Agency's right to assign Employees and work, and to determine the personnel by which the Agency operations will be conducted. Such request will be considered by the Agency and a good faith effort will be made to balance the needs of the Employee with the Agency's program needs. Any voluntary changes will be processed in accordance with applicable law, rules, regulations and this Agreement and will be acted upon fairly and promptly. Management will provide the Employee a written response within 30 (thirty) days of receiving the Employee's request.

# ARTICLE 16: TOURS OF DUTY

**Section 1: Administrative Work Week**

a. The administrative work week begins at 0001 hours on Sunday and ends at 2400 hours the following Saturday.

b. The tour of duty within the administrative workweek will be determined by the Agency in accordance with applicable laws, rules, and regulations.

**Section 2: Employee Requests for Changes to Tours of Duty**

a. The Agency agrees to consider oral or written requests from an Employee to temporarily change his/her individual tour of duty (where no other Employees are impacted). Such requests will normally be approved provided they do not adversely impact the accomplishment of work or mission.

b. The Agency agrees to written requests from Employees to temporarily tradeshifts. Such requests will normally be approved provided they do not adversely impact the accomplishment of work or mission. The supervisor (or designee) will approve or disapprove the request in writing.

c. By majority, Employees may request permanent changes to schedules and tours of duty impacting the entire section to the supervisor (or designee). Such requests will be approved or disapproved on a case by case basis.

**Section 3: Management Initiated Changes to Work Schedules**

a. When Management- initiated permanent work schedule changes that affect all unit Employees become necessary, the Agency will provide at least 14 (fourteen) days advance notice to the Union. Temporary changes may be made with less than 14 (fourteen) days advance notice to the Union if necessary to accomplish workload and mission.

b. When Management initiates work schedule changes, the Agency will provide at least 14 (fourteen) days advance notice to the impacted Employee when possible. When 14(fourteen) day advance notice is not possible, normally the Agency will provide at least 72 hours notice, unless this is not possible due to workload and mission requirements.

c. Article 17 on Overtime and Callback Procedures will be followed when assigning overtime as a result of schedule changes. Management will determine whether overtime is appropriate on a case by case basis.

d. The Agency understands that changing schedules can impact an Employee's quality of life. The Agency will make every effort to minimize disruption to Employee schedules to the extent that doing so does not adversely affect the Agency in meeting workload/ mission requirements.

e. When it is necessary to adjust or reassign Employees, the Agency shall make every effort to satisfy these requirements through qualified volunteers as determined by the Agency.

**Section 4: Hours of Work**

a. The Agency will establish policies for bargaining unit members to participate in Alternative Work Schedules (AWS). Participation in the AWS program is voluntary, based on mission requirements, and subject to supervisory approval. The Agency agrees to negotiate AWS with the Union.

b. Shift Work: The Agency will schedule shift work to meet operational and mission requirements, within these parameters:

    1. Twenty-four hours, 7(seven) days/week operations. Shift workers' hours will normally be 0001 to 0800, 0800 to 1600, and 1600 to 2400. Shift workers may be excused after they have completed their shifts and have been properly relieved.

    2. Other shift schedules. The Agency may assign Employees work schedules to meet specific mission requirements, e.g., water plant operations, fire dispatchers.

    3. Where applicable, the Agency will post projected work schedules six (6) months in advance for shift workers.

    4. The Agency will strive to schedule Employees 2 (two) consecutive days off.

    5. The Agency may permit, in the interest of increasing flexibility and operational efficiency, shift trading among workers.

## ARTICLE 17: OVERTIME AND CALL BACK PROCEDURES

**Section 1: Controlling Guidelines**
Employees will be subject to overtime in accordance with applicable laws, rules, and regulations.

**Section 2: General**
The Agency and the Union recognize the importance of maintaining adequate staffing of RRMC and that at times Employees will be required to work overtime. The Agency shall determine the numbers, job categories, and skills required to meet its overtime assignments and the Employees who meet these requirements.

**Section 3: Procedures for Determining Overtime Roster**

a. At the beginning of the calendar year, the Agency will reset each overtime roster to 0 (zero) "offered overtime hours" for each Employee and establish a sequence indicating the order for offering overtime based on seniority.

b. New Employees starting in a position within the bargaining unit after the beginning of the calendar year will automatically be credited "offered overtime hours" equal to the average of the "offered overtime hours" of all Employees on each overtime roster. This average is determined by adding the overtime hours offered to all Employees on each roster and dividing by the total number of Employees on each roster. Accordingly, new Employees starting in a position within the bargaining unit after the beginning of the calendar year will be included in the sequence based on this average.

**Section 4: Procedures for Assigning "In Shop" Overtime**

a. An Employee on duty, for continuity of operations, because his/her relief did not report as scheduled, will have the first option to accept or decline the unscheduled overtime before it is offered or assigned to other Employees, regardless of the Employee's standing on the overtime roster.

b. If Section 4a is not applicable, the Employee, next in sequence on each "in shop" list, with the least amount of overtime offered to-date will be offered voluntary overtime first. In the event there are two or more Employees with the same amount of overtime offered on a "in shop list," the most senior Employee will be offered the overtime first.

c. If an insufficient number of Employees accept voluntary overtime on an "in shop" list, the Agency will order the Employee next in sequence on the "in shop" list with the least amount of overtime hours worked to-date to perform the overtime. In the event that there are 2 (two) or more Employees with the same amount of overtime offered on a "in shop list," the least senior Employee will be assigned the overtime first.

**Section 5: Procedures for Assigning "Out of Shop" Overtime**

a. "Out of shop" overtime is offered on a first come first serve basis. Opportunities for "out of shop" overtime will be posted on a designated bulletin board at least one time for each pay period the overtime is available for any day.

b. "Out of shop" overtime will not be counted towards or against "in shop" overtime lists.

**Section 6: Advance Notice of Mandatory Overtime**
To the extent feasible, Management will attempt to provide advance notice of mandatory overtime assignments. It is agreed that all Employees must stay on duty for mandatory overtime assignments, including those assignments on short notice or in emergencies, provided the assignment is reasonable and necessary.

**Section 7: Unscheduled Overtime**
The Agency and the Union recognize these additional types of unscheduled overtime applicable to the RRMC:

a. Call-back Employees called in on an overtime basis outside their basic workweek shall receive a minimum of 2 hours pay at the overtime rate in accordance with applicable laws, rules, and regulations.

b. Telephonic or Remote Overtime. In certain situations, an Employee may perform work that, although would not require his/her physical presence, must be accomplished nonetheless to maintain good order and operational soundness. This must be coordinated through the affected shop supervisor (or designee). The following criteria will allow telephonic or remote overtime compensation:

    1. Employees are entitled to compensation for conducting official business on the telephone or by remote method outside their normal duty hours.

    2. The Agency will set a quarter hour as the smallest fraction of an hour for which compensation is paid. When overtime work is performed in other than the full fraction of an hour increment, the minutes shall be rounded up or rounded down to the nearest full fraction of an hour to credit overtime work. Work that is seven minutes or less will not be compensated.

    3. Employees will maintain logs, to include: the date, beginning and ending times for each call, a description of the incident that gave rise to the call, and the point of contact originating the call.

    4. Employees will be paid, provided the above conditions are met, for working one or a series of calls pertaining to a single incident. An incident results in a single undertaking, of finite duration, culminating in the correction, repair, operation, or maintenance of a component or process.

    5. Employees will normally turn in their overtime telephone logs at the end of each pay period.

**Section 8: Employee Contact Number for Overtime and Emergency Call-Back**
Employees will provide Management with one current phone number where they can be reached for mandatory overtime assignments and emergency call-back.

**Section 9: Compensation**
Work performed on overtime will be properly recorded and compensated for in accordance with applicable laws, rules, and regulations.

**Section 10: Compensatory Time in Lieu of Overtime**

a. In accordance with applicable laws, rules and regulations, Employees may request overtime compensation in the form of compensatory time. Compensatory time may be accumulated for 26 (twenty-six) pay periods before converting to overtime pay.

b. At the beginning of each pay period, an Employee will notify his supervisor of his desire to be paid overtime or compensatory time for the next pay period. The Employee's selection for compensatory time will be exclusive for that pay period. Every effort will be made to accommodate the Employee's preference.

c. Employees are encouraged to use accumulated compensatory time in lieu of annual leave.

# ARTICLE 18: ANNUAL LEAVE

**Section 1: General**

a. Employees shall accrue annual leave in accordance with applicable laws, rules, and regulations including OPM regulations.

b. The Agency and the Union agree the use of accrued annual leave is a right, subject to Management approval. The Agency and the Union understand leave requests should be acted on expeditiously by the supervisor.

c. When a supervisor finds it necessary to cancel previously approved leave due to unforeseen workload requirements, the reasons for cancellation will be explained to the affected Employee in writing. Denial of the use of such leave will be based on factors which are reasonable and which do not discriminate against any Employee. Supervisors will provide notice of cancellation of scheduled leave as soon as the need is known.

d. The Employee will complete an OPM Form71 when requesting annual leave and submit to the immediate supervisor (or designee) for approval or disapproval.

**Section 2: Procedures for Requesting Annual Leave in Advance**

Procedures for requesting annual leave in advance are as follows:

a. On or about December 1st of each year, a projected leave calendar will be made available to Employees by their immediate supervisor (or designee) so that each Employee may indicate projected annual leave for the year. Employees have 30 (thirty) calendar days from the date the calendar is made available and its availability is communicated to the Employees to indicate projected leave on the calendar. Employees must submit OPM Form71 (leave request(s)) when they indicate their projected leave on the calendar. Leave will be approved based on seniority on each leave roster.

b. All other leave requests will be considered and approved on a "first come, first serve" basis. Ties will be broken based on seniority.

c. Consistent with mission and workload requirements, annual leave requested at least 14 (fourteen) days in advance will generally be approved. Leave requests submitted less than 14 (fourteen) days in advance may be approved provided the leave does not interrupt the planned and orderly operation of the work center. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be canceled. The supervisor canceling approved leave will make every effort to reschedule the leave at times desired by the Employee. In approving annual leave, the Agency will make a sincere effort to grant Employees their desired leave.

d. The Agency may need to consider the overall scheduling of annual leave within the section, branch, or division. In the event that there is conflict among Employees with regard to leave scheduled, these procedures apply:

    1. Employees may access their "Use or Lose" annual leave balance via Employee leave records and/or leave and earning statements. Employees and Management are encouraged to schedule leave throughout the year to avoid Employee forfeiture of "use

or lose" annual leave. The Agency agrees to send Employees an annual reminder to schedule "use or lose" annual leave. In accordance with applicable law, rule, and regulation, the Agency will make provisions to restore forfeited "use or lose" annual leave.

2. Unscheduled annual leave requests will be date and time stamped by a supervisor on duty (or designee) indicating the order in which the request was submitted and received by the Agency. If no supervisor is available to receive the request, it will be stamped as soon as an on-duty supervisor is available to time stamp it.

**Section 3: Requesting Emergency Leave**

Every Employee is responsible for maintaining regular attendance and for ensuring that the Agency is informed in advance of any absence. When an emergency (sudden or unforeseen situation that requires immediate action) necessitates an Employee's absence, which cannot be approved in advance, the Employee shall call and speak to an on-duty supervisor (or designee), as soon as practical, but normally no later than 2 hours after the start of his scheduled work shift. Employees will describe the emergency and give an estimate as to how long they will be absent, and the type of leave desired. If the absence extends beyond 1 (one) workday, the Employee shall call in daily (except for predetermined periods of leave that have already been approved) to keep the on-duty supervisor informed of the situation and probable date of return to work. Employees may be required to substantiate the nature of the emergency. Management reserves the right to disapprove such requests for leave based on workload requirements and the nature of the emergency.

# ARTICLE 19: SICK LEAVE

**Section 1: General**

a. Employees recognize the insurance value of sick leave and the importance of work attendance in the accomplishment of the Agency's mission.

b. Employees should request the use of sick leave by submitting an OPM Form 71 to their supervisors (or designee). Employees must request the use of sick leave in as far in advance as possible so that the Agency can make arrangements in the Employee's absence.

c. The use of accrued sick leave is a right subject to Management approval.

d. Employees shall accrue sick leave in accordance with applicable OPM regulations.

e. Sick leave may only be granted in 15 (fifteen) minute increments.

**Section 2: Sick Leave for Personal Medical Needs**

a. Sick leave for an Employee's personal medical needs shall normally be approved under the following circumstances:

    1. an Employee is incapacitated from performing his duties by physical or mental sickness, injury, pregnancy, or childbirth;

    2. for medical, dental, or optical examination or treatment; or

    3. an Employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of exposure to a communicable disease.

b. When an Employee has a serious health condition, he may invoke his right to use leave under the Family Medical Leave Act in compliance with Section 4 of this Article.

**Section 3: "Family Friendly" Leave**

a. The Parties agree to comply with the most recently published "Family Friendly" provisions of 5 CFR 630.401 and PL 103-388 (and amendments hereto) governing sick leave for family care or bereavement.

b. In accordance with 630. 201 or PL 103-388, Employees may normally use up to 104 hours of sick leave for the following:

    1. To provide care for a family member which includes spouse and their parents thereof; sons and daughters, and their spouses thereof; brothers and sisters, and spouses thereof; grandparents and grandchildren, and spouses thereof; domestic partners and their parents thereof, including domestic partners of any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or

    2. Make arrangements necessitated by the death of a family member or attend the funeral of a family member as defined by Section 3.b.1. (above).

**Section 4: Family Medical Leave Act (FMLA) Leave**
FMLA leave shall be administered in accordance with the most current FMLA laws and regulations.

a. The Parties agree to comply with the provisions of the Family & Medical Leave Act (PL 103-03), which normally allows an Employee to use up to 12 weeks of Leave Without Pay (LWOP) during any 12 month period for personal/ family care for a serious health condition within the limits stated in the Act. The following provisions are intended to be consistent with 5 CFR 630, subpart L (5 CFR 630.1201-630.1211). Leave for these purposes may be used for the following:

    1. The birth of a child of the Employee and the care of the child (this does not include bonding with a healthy child).

    2. The placement of a child with the Employee for adoption or foster care.

    3. The care of a spouse, child, or parent who has a serious health condition.

    4. A serious health condition of the Employee that makes the Employee unable to perform the essential functions of his/her position.

b. To that end, Employees must first invoke their right to LWOP under the Family & Medical Leave Act by submitting an OPM Form 71 to their supervisor (or designee). Employees must provide required medical documentation to support their request for FMLA.

**Section 5: Procedures for Requesting Sick Leave for Medical Emergencies or Unexpected Illness**

a. It is the Employee's responsibility to ensure the supervisor (or designee) is notified when incapacitation due to illness or injury prevents the Employee from reporting for work.

b. An Employee who is incapacitated for duty will normally call and speak to the supervisor or other designated responsible person as soon as practicable before the beginning of the Employee's shift, and request leave, so arrangements may be made to maintain appropriate staffing at the start of the tour of duty; when an Employee cannot call in before his/her shift, the Employee will contact the appropriate leave-approving official as soon as possible, normally within 2 hours after the scheduled reporting time.

c. The Supervisor (or designee) and Employee will discuss the individual sick leave request and on a case by case basis, the Employee may/ may not have to call in to report each day.

**Section 6: Medical Documentation**
Normally, employees who take 3 days or less of sick leave will NOT be required to provide a medical certificate for their absence. Employees may be required to provide a medical certificate to support absences of periods of 3 (three) days or less as determined necessary by management in accordance with 5 CFR 630 or if an employee suspected of abusing the proper use of Sick Leave or has been placed on a Sick Leave Restriction Letter.

**Section7: Sick Leave Restriction Letter**

a. If an Employee is suspected of abusing sick leave, the Employee may be issued a sick leave restriction letter requiring a medical certificate for each absence for which sick leave is requested regardless of duration.

b. If a sick leave restriction letter is issued, the following provisions will apply:

   1. After 6 (six) months from the issuance of the sick leave restriction letter, the Employee may request that his/her attendance be re-evaluated. If there is no evidence of abuse and/or there is improvement in the use of sick leave, the requirement to provide medical documentation for every use of sick leave may be removed.

   2. If the sick leave abuse persists, the requirement to provide medical documentation for every use of sick leave will continue.

c. Sick leave restrictions are not disciplinary actions.

**Section 8: Annual or Leave Without Pay in lieu of Sick Leave**

An Employee may request to use annual leave or leave without pay in lieu of sick leave if designated at the time of request.

**Section 9: Sick Leave Advance**

In accordance with applicable laws, rules, and regulations, advanced leave up to 30 (thirty) days may be requested in cases of serious disability or illness where there is reasonable assurance the Employee will return to duty for a sufficient period of time to repay the sick leave advanced. Requests for advanced sick leave will be in writing and will be supported by a valid medical certificate.

## ARTICLE 20: OTHER TYPES OF LEAVE

### Section 1: Miscellaneous Leave

Requests for absence or leave pertaining to matters not covered by this Agreement will be considered and approved in accordance with applicable rules and regulations as necessary.

# ARTICLE 21: LIGHT DUTY

**Section 1: Light Duty**

a. The assignment and duration of light duty is subject to approval by the Agency pursuant to medical restrictions and instructions of the physician of record or Agency physician.

b. On a case-by-case basis and to the extent practicable, Management may assign "light duty" on a temporary basis for those Employees who are temporarily injured and unable to perform their normal duties.

c. The Agency will consider light duty assignments on a first come, first serve basis, except that Employees with on-the-job injuries will have priority over Employees with non-job related injuries. Because the Agency is not obligated by law, rule, or regulation to provide light duty assignments to Employees injured off the job, an Employee with a non-job related injury may be bumped from light duty to provide light duty for an Employee with an on-the-job injury. If this is necessary, the Employee on light duty with a non-work related injury for the longest length of time will be bumped from light duty.

d. When approving or disapproving light duty work assignments, Management may take into consideration the qualifications of an Employee to perform the light duty work that is available.

e. Light duty assignments may be at a different facility/department than the one to which the Employee is normally assigned. To the extent possible, the Agency shall offer light duty assignments at the same location as the Employee was assigned prior to injury.

f. Light duty is a privilege. Therefore, the assignment, non-assignment, or duration of light duty shall not be subject to the grievance procedure.

## ARTICLE 22: FITNESS FOR DUTY EXAMS

**Section 1: Fitness for Duty Examinations**

a. In accordance with applicable rules and regulations, Employees may be required to take a fitness for duty exam.

b. If the examining medical official determines that a unit Employee is not fit for duty, the Employee may request leave while seeking appropriate medical treatment. The Employee will be responsible for arranging transportation to a medical facility in those cases where the Employee's health or welfare is not in jeopardy while doing so.

# ARTICLE 23: SAFETY AND OCCUPATIONAL HEALTH

**Section 1: Health Care Services**
The Agency is responsible for providing required, work-related occupational health surveillance testing for all bargaining unit Employees assigned to RRMC, in accordance with applicable Agency regulations. Medical testing provided will be carried out in accordance with professional standards in the field of occupational health as set forth in the Federal Occupational Safety and Health Standards under authority of the 1970 Williams-Steiger Occupational Safety and Health Act.

**Section 2: Promoting Accident Prevention**

a. The Agency will assure that safe and healthful working conditions are provided for Employees that are consistent with the provisions of applicable laws and regulations.

b. The Parties recognizes that it is the responsibility of each unit Employee, supervisor and manager to observe safe work practices. Therefore, the Parties agree to promote maintaining an effective and continuous accident prevention program by ensuring unit Employees obey all safety and health rules and to work in a safe manner.

c. The Union will encourage Employees to work in a safe manner and wear protective equipment prescribed by the Agency and to report observed safety and health hazards to the Agency in accordance with applicable procedures.

**Section 3: Safety**

a. The Agency agrees to supply appropriate protective clothing and safety equipment. Employees will be required to wear such protective clothing and use such safety equipment when tasks require.

b. The Agency shall, consistent with the provisions contained in Section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, 29 CFR 1960, and/or applicable laws, rules and regulations, be responsible for maintaining for their Employees, places and conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury or illness to the Employee. The guidelines above may cover topics to include, but not limited to, the following: material safety data sheets; reporting imminent danger situations; providing protective clothing, equipment, and tools; and reprisal of Employees who report unsafe working conditions.

**Section 4: Reporting Suspected Risks to Health or Safety**

b. In cases where an Employee alleges a condition exists that is detrimental to the health and/or safety of the Employee or others, that Employee will notify his immediate supervisor for action. The Agency shall take prompt action to ascertain the facts upon receiving the report from any Employee. Furthermore, if Management finds a risk to health or safety present, appropriate action will be taken to abate the unsafe/unhealthy condition.

c. Accident investigation reports may be obtained by the Union through the local Safety Office. Such release shall be made in accordance with applicable law, rule, and regulation.

**Section 5: Training Related to Safety and Industrial Health**

a. The Agency shall provide appropriate training on safety and industrial health matters relating to the work environment and the proper use of apparatus, equipment, and devices.

b. Employees working in occupations where they could be contaminated with bodily fluid will be furnished with but, not limited to, the following protective equipment:

1. Rubber gloves
2. Face masks
3. Eye protection
4. CPR clear mouth barrier
5. Contaminated material containers

c. Employees that are exposed to hazardous material will be afforded testing in accordance with the Health Clinic SOP and applicable law, rule, and regulation.

**Section 6: Union Safety Representative**

a. The union has the right to advise/make recommendations to the Agency concerning safety and health issues/problems. The Union will designate a Union Safety Representative.

b. NFFE Local 1153 safety representatives designated by the Union may be permitted to enter the premises of the Agency to participate in safety inspections, program evaluations and other safety-related duties.

c. The Union may request that OSHA or other appropriate state Agency conduct an investigation at the worksite regarding unsafe working conditions.

## ARTICLE 24: ON-THE-JOB INJURY OR ILLNESS

**Section 1: Arrangements for Employees Injured on the Job**

a. When an Employee in the unit is injured on the job, the Agency will request the response of appropriate emergency medical care providers and will assure transportation to an emergency medical facility for initial emergency care if necessary.

b. Time spent for medical examination or treatment at a hospital or other medical facility during work hours immediately following a job-related traumatic injury will be considered time in a duty status, not to exceed the remainder of the Employee's scheduled daily tour of duty.

c. The Agency agrees that when a unit Employee becomes seriously incapacitated or is seriously injured while on duty, the Employee's point of contacts for emergency, will be notified as soon as practicable in accordance with applicable instructions. Employees are responsible for providing up-to-date contact information for points of contact.

**Section 2: Processing Worker's Compensation Claims**

a. The Agency shall counsel an injured Employee (assist the Employee as needed) on the procedures for filing claims and the benefits to which he is entitled, as required by law, rule, or regulation.

b. Claims for injury compensation will be processed in accordance with applicable laws, rules, and regulations.

c. Unit Employees who incur a job-related injury or occupational illness or disease will complete the appropriate or applicable forms in a timely manner and the Agency will respond in a timely manner in accordance with applicable laws, rules, and regulations.

d. Occupational illness or disease claims should be reported as soon you become aware the condition is due to employment in accordance with applicable laws, rules, and regulations.

e. If the Employee is incapacitated because of a job connected injury or occupational illness or disease, the Agency will prepare the appropriate form on the Employee's behalf.

f. In all cases where appropriate forms are completed by the Employee, the Agency will complete the official supervisor's report to ensure that any known witnesses to the accident provide signed statements.

g. The Agency will ensure that any injury reports are provided promptly to the servicing Personnel Office. Notification of an Employee's supervisor concerning the Employee's status will be the same as for sick leave. Employees will submit appropriate forms as expeditiously as possible in order to aid in resolving work status.

**Section 3: Compensation**

An Employee who is injured or suffers an occupational illness or disease in the performance of his duties will be compensated in accordance with applicable laws, rules and regulations.

**Section 4: Information to Employees**

The Agency will make available the Department of Labor Publication CA-810, Injury Compensation for Federal Employees on the RRMC intranet.

## ARTICLE 25: PERSONAL PROTECTIVE EQUIPMENT (PPE) and UNIFORMS

The Parties are currently working on a memorandum of agreement regarding this Article. The Parties agree to abide by the outcome of that agreement. The memorandum of agreement will serve as a supplement to this Agreement.

# ARTICLE 26: CONTRACTING OUT

**Section 1: Contracting Out**

a. The Agency agrees to notify the Union if a decision is made to contract-out or to change the work technology that results in the abolishment of positions encumbered by the unit Employees. The Union may request negotiation in accordance with Article 6 of this Agreement.

b. The Agency agrees to abide by applicable Federal laws, rules, and regulations with respect to contracting activities. However, any dispute concerning the application or interpretation of BRAC or OMB Circular A-76 shall not be subject to the negotiated grievance procedure.

## ARTICLE 27: FURLOUGHS

**Section 1: Furloughs**
In the event the Agency determines a furlough is required, the following procedures will apply:

a. The Union will be informed 30 (thirty) days in advance of the reason for the furlough, the expected length of the furlough, and the estimated number of Employees affected by the furlough.

b. All personnel actions will be accomplished in accordance with applicable laws, rules, and regulations.

c. Unless the furlough results from unforeseeable circumstances, Employees will receive at least 30 (thirty) days advance written notice of the furlough, at least 7 (seven) days to answer orally and/or in writing, and a written decision prior to being furloughed.

d. An Employee and his Union Representative, if designated by the Employee, will be authorized official time in accordance with Article 8 to review supporting material; seek assistance; secure affidavits and other documentary material; and prepare and present their reply.

e. Reduction-in-Force procedures will be used when it is anticipated the furlough will exceed 30 (thirty) days.

## ARTICLE 28: REDUCTION-IN-FORCE (RIF) ACTIONS

**Section 1: Controlling Guidelines**
All reduction-in-force actions will be carried out in strict compliance with applicable laws and regulations.

**Section 2: Notice to Union**

a. The Agency agrees that after it is determined that a RIF affecting unit Employees is necessary, the Union will be informed of the planned reduction-in-force in accordance with applicable laws, rules, and regulations. This notification will include the number of Employees, types of positions, the effective date the action is to take place and the reason for the reduction in force. Such notification will allow the Union a reasonable opportunity to make its views known and to make recommendations concerning the RIF. The Union will be kept current on all aspects of the RIF including changes in the implementation dates.

b. In the event a reduction-in-force is implemented, upon request, the Union will have the right to review the retention registers relative to reduction-in-force actions affecting unit Employees consistent with applicable laws, rules, and regulations.

**Section 3: Arrangements for Employees Affected by RIF Actions**

a. Any career or career conditional Employee who is separated because of RIF actions will be placed on the Priority Placement Program list and will be given priority consideration for rehiring in temporary (at Employee's option) and permanent positions for which qualified in accordance with applicable laws, rules, and regulations. Acceptance of a temporary appointment within his normal commuting area will not prejudice an Employee's right to be offered permanent employment.

b. Employees who have been demoted through reduction-in-force shall be referred for consideration against vacancies for which they are qualified in compliance with the most recent applicable published Agency policies and regulations and consistent with the provisions of the Merit Promotion Program.

## ARTICLE 29: DISCIPLINARY AND ADVERSE ACTIONS

**Section 1: General**

a. The Agency and the Union agree that the purpose of disciplinary and adverse action is intended to be corrective in nature to maintain good discipline and morale among Employees.

b. Disciplinary and adverse actions shall only be taken for such cause as will promote the efficiency of the service.

c. Disciplinary and adverse actions shall be initiated and effected in accordance with the provisions of this Agreement and applicable laws, rules, and regulations.

d. Reprimands do not require an advance notice period or response period.

**Section 2: Disciplinary Actions**

a. For the purpose of this Agreement, "disciplinary actions" include letters of reprimand and suspensions of 14 (fourteen) days or less.

b. The Employee and the Union may exercise their right to grieve a disciplinary action under the Negotiated Grievance Procedure. The Employee and his Union Representative are entitled to a reasonable amount of official time to prepare and present the grievance in accordance with this Agreement; such official time will usually constitute hours, not days.

**Section 3: Adverse Actions**

a. For the purpose of this Agreement, the term "adverse action" includes misconduct or performance based removals, suspensions of more than 14 (fourteen) days, and reductions in pay or grade as defined by 5 U.S.C. § 7512.

b. Adverse actions under this Section may be appealed through either the Negotiated Grievance Procedure or the Merit Systems Protection Board (MSPB), but not both. The attention of all Employees is drawn to the time requirements and procedural variations between the options noted in this section and the necessity for the Employee to elect one process or the other. An Employee shall be deemed to have exercised his option for one of the procedures described above when he files under either procedure in writing, whichever comes first.

c. It is recognized that an Employee may be represented by a person of his choice when exercising appeal rights to the Merit System Protection Board.

d. The Deciding Official must consider all relevant Douglas Factors (which may identify aggravating or mitigating factors) in determining the appropriateness of the penalty for misconduct. As of the date of this agreement, the Douglas factors are as follows:

    1. The nature and seriousness of the offence and its relation to the Employee's duties, and the responsibilities, including whether the offence was intentional or technical or inadvertent, or was committed maliciously or for personal gain, or was frequently repeated.

    2. The Employee's job level and type of employment, including supervisory or fiduciary role, contact with public, and prominence of the position.

3. The Employee's past disciplinary record.

4. The Employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

5. The effect of the offence upon the Employee's ability to perform at a satisfactory level and its effect on supervisor's confidence in the Employee's ability to perform assigned duties.

6. Consistency of the penalty with those imposed upon other Employees for the same or similar offences.

7. Consistency of the penalty with the Agency Table of Penalties pertaining to various offences as provided for in WHS Administrative Instruction 8 and amendments hereto.

8. The notoriety of the offence or its impact upon the reputation of the Agency.

9. The clarity with which the Employee was on notice of any rules that were violated in committing the offence, or had previously been warned about the conduct in question.

10. The potential for the Employee's rehabilitation.

11. Mitigating circumstances surrounding the offence such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice, or provocation on the part of others involved in the matter.

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the Employee or others.

**Section 4: Investigations in Connection with Disciplinary or Adverse Actions**
If necessary, a preliminary investigation or inquiry will be made to determine the facts. Part of this preliminary investigation may include a discussion with the affected Employee.

**Section 5: Weingarten Rights**

a. If a bargaining unit Employee has a reasonable belief that an investigative interview in which he is involved could lead to disciplinary action against him, he may request Union representation.

b. If an Employee requests Union representation during an investigative interview, the Agency may elect to do one of the following:

    1. Grant the request;

    2. Discontinue the questioning;

    3. Offer the Employee the choice of continuing without a Union Representative present or foregoing the benefit of continuing the interview;

4. Request a written statement in lieu of an interview; or

5. Inform the Employee that he will not be subject to disciplinary action because of the questions, as appropriate.

**Section 6: Advance Notice Period**
A notice of proposed adverse action against an Employee shall be in writing and shall inform the Employee of the following:

a. The specific reasons for the proposed action,

b. The name of the deciding official to whom the Employee may respond,

c. That the Employee may answer orally and/or in writing and may submit affidavits or other written statements in support of the response and the amount of time that the Employee has to respond,

d. That the Employee's response will be considered by the deciding official,

e. That the Employee may be represented by a NFFE representative,

f. Of the Employee's status during the notice period, if other than a paid, duty status, and

g. That the Employee and/or representative shall be granted a reasonable amount of official time to review the material relied upon to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice. Employees must request and be granted official time for this purpose prior to use.

**Section 7: Obtaining Copies of Material Relied Upon**
At the request of the Employee or his designated Representative, the Agency will provide a copy of the material relied upon to support the disciplinary or adverse action in accordance with applicable rules and regulations.

**Section 8: Notice of Decision**

a. After careful consideration of the evidence, the Employee's reply, and the aggravating and mitigating factors, the deciding official shall take the appropriate action.

b. The Deciding Official is the individual who makes the final decision to issue a disciplinary or adverse action. Normally, the deciding official is one level higher than the proposing official.

c. A notice of decision on an adverse action against an Employee shall be in writing and shall inform the Employee of the following:

    1. The effective date of the decision.

    2. In the event of an unfavorable decision, the Employee shall be advised that he/she has the right to grieve the decision under the negotiated grievance procedure or to appeal under any other statutory processes, if applicable.

**Section 9: Unsustained Actions**
If any disciplinary action is not sustained against an Employee, all references to such actions will be withdrawn from the Employee's official personnel files.

**Section 10: Alternative Discipline Actions**
On a case-by-case basis, alternative discipline—including a last chance agreement—is available for the Agency to offer Employees in lieu of traditional disciplinary or adverse actions. Normally, alternative discipline actions taken in lieu of traditional disciplinary or adverse action will carry the same weight and effect, as the in lieu of action would have for the purposes of "prior discipline." For example, if Management offers a "paper-only suspension" in lieu of a 5(five)-day suspension with loss of pay, the "paper-only suspension" will still count as a 5(five)-day suspension for the purposes of prior discipline.

**Section 11: Unit Employees Serving Probationary or Trial Periods**
This Article does not apply to termination during probation actions. Such actions will be taken in compliance with the most current laws, rules, and regulations and this agreement.

# ARTICLE 30: DRUGFREE WORKPLACE AND EAP

**Section 1: General**
The Agency and the Union recognize that illegal drug use is a threat to the public's welfare, the Employees of the Agency, and the Union.

**Section 2: Employee Assistance Program (EAP)**
The Agency will maintain an effective Employee Assistance Program, to provide assistance to Employees in need that meets the requirements of applicable laws, rules, regulations, and guidelines:

a. Employees seeking EAP assistance should contact the Human Resources Section.

b. The Employee's participation in the program shall be voluntary.

c. The Agency will provide annual notification to Employees of the services available through EAP and how to request assistance from the EAP program.

**Section 3: Changes to the Drug Testing Program**
The Union will be notified in writing, 30 (thirty) work days in advance, of any changes to existing drug testing policies or procedures within the Agency's control prior to implementation for negotiation of the impact and implementation of the proposed changes.

**Section 4: Employee Notice**
An Employee that occupies a drug testing designated position will be notified of such. The notice will include the following information:

a. Notification that drug testing is required for the position.

b. The consequences of a positive test or refusal to cooperate, including disciplinary or adverse action up to and including removal.

c. Notice of the opportunity to submit supplemental medical documentation to support the legitimate use of a specific drug.

d. Notice of the availability of drug counseling and referral services, including the information needed to acquire assistance through the EAP program.

**Section 5: Drug Testing Procedures**
The Agency agrees that the following testing procedures will be used, subject to laws, rules, and regulations:

a. Upon direction of Management, designated Employees will report to the designated location to be tested.

b. The Agency and the Drug Program Coordinator (DPC) shall determine the method of random selection from the pool of Employees subject to random testing. The Agency will provide the Union a copy and demonstration of the selection program used. The Agency will also provide the Union copies of all relevant information relating to the Drug Free Workplace Policy upon written request in accordance with applicable regulations.

c. Upon a confirmed positive test result by the Medical Review Officer, the Agency may consider taking any of the following actions: temporarily assigning such Employee to other duties or any other action provided for in applicable directives.

**Section 6: Confidentiality and Safeguarding of Information**

a. Samples will be subject to the chain of custody established by the Department of Health and Human Services and the most recent WHS policy.

b. Within the requirements of laws, rules, and regulations, Employees will be assured that matters relating to Drug Testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulations. The Agency shall ensure that Drug Test Records are maintained in accordance with the Privacy Act of 1974.

c. Employees will be advised of their rights to review and receive copies of documentation maintained by the Drug Program Coordinator relative to the Employee's individual drug test.

d. Employees may contact the Drug Program Coordinator to determine results of their drug tests.

e. The confidential nature of records of Employees referred to or enrolled in the Program shall be maintained. No one, to include the program advisor, the Union officers or any Management official, shall reveal the name of a person voluntarily seeking assistance without the Employee's written consent, except in special situations in accordance with applicable regulations.

**Section 7: Training**

A representative of the Union will be given an opportunity to participate in local training related to the Drug Program where the subject matter is of concern to the Union.

**Section 8: Counseling and Rehabilitation**

The Employee Assistance Program is available to Employees who either volunteer or are referred by Management for this counseling. Due to the nature of the facility and the importance of the mission, as well as promoting efficiency and effectiveness of the government, the Agency will provide an EAP Counselor. This may be accomplished through a contracted service as needed. EAP Counselors will meet with the Employee privately upon request.

## ARTICLE 31: MISCELLANEOUS PROVISIONS

**Section 1: Use of RRMC Dining Facility**
The Agency will provide a dining area for Employees to use during uncompensated meal periods. Employees will be authorized to purchase and consume a meal during their uncompensated meal period in the on-site Dining Facility. Subject to supervisor approval, Employees compensated for their lunch period but has no essential need to remain in the work area at meal periods may consume their meal in the cafeteria. Employees are to pay for food and beverages served in the on-site Dining Facility at the same meal rate as their military counterparts working at the Raven Rock Mountain Complex.

**Section 2: Lounge and eating facilities**
Each activity director will make a reasonable effort to provide, within available space and resources, suitable lounge and eating facilities in close proximity to Employees' worksites. Employees using these facilities will be responsible for policing and maintaining proper sanitary conditions.

**Section 3: Transportation** The Agency agrees to provide, as a privilege, transportation services for RRMC Employees, contingent upon the availability of resources. The following provisions are aspects of this privilege:

a. The Agency will make a reasonable effort to provide transportation from the parking lot to the security building and Security building to pedestrian adit; or from parking lot to adit in accordance with the published schedule, for Employees during normal basic workweek hours, in accordance with Article 16, Section 4.

b. The Agency will make a reasonable effort to provide transportation from parking lot to pedestrian adit for Employees to coincide with delayed openings.

c. The Agency will make a reasonable effort to provide transportation from security building to pedestrian adit for shift Employees within each directorate during scheduled shift operations.

d. The Agency agrees to publish transportation schedule and make a reasonable effort to assure that schedules are followed.

**Section 4: Sleeping Area**
The Agency is encumbered with responsibility to execute RRMC's National Defense mission. However, the Agency will make reasonable efforts to provide a designated sleeping area for Employees who, after completing a period of duty, have 8 or less hours before their next scheduled shift.

**Section 5: Cleanup Time**
Employees will be permitted adequate time and space for clean-up before meal breaks and prior to the end of their scheduled shift.

**Section 6: Operational and Security Delays During Ingress**
Employees may be granted excused absence for delays caused by operational or security procedures.

**Section 7: Hazardous Environmental Conditions**
Appropriate compensation will be paid to Employees who work under recognized hazardous environmental conditions in accordance with prevailing regulations.

## ARTICLE 32: ALTERNATIVE DISPUTE RESOLUTION (ADR) / MEDIATION

**Section 1: General**

a. Alternative Dispute Resolution may be requested by the Agency, the Union, or an Employee at any time.

b. Participation in ADR is voluntary, and any party may decline to participate at any time.

c. Settlements agreed to during ADR are binding.

**Section 2: Representation**

A Union Representative is entitled to be present and to participate during ADR mediation sessions.

**Section 3: Timeframes**

a. Normally, the Agency will only consider participation in ADR over a potential grievance if the grievance may still be timely filed.

b. If the Parties agree to enter into ADR concerning a matter over which a grievance has already been filed, the processing of the grievance will be held in abeyance pending the outcome of ADR. If the matter is resolved, the charging Party will withdraw the grievance. If the matter is not resolved, the processing of the grievance will commence following a mediator's declaration of "no settlement" or either Party's notification to the other Party that they elect to discontinue participation in the ADR process, whichever occurs first.

c. If the Parties agree to enter into ADR concerning a matter over which a grievance has not been filed, the timeline for filing will be frozen pending the outcome of ADR. If the matter is resolved, the charging Party will withdraw the grievance. If no settlement is reached, the timeline for filing a grievance will commence following a mediator's declaration of "no settlement" or either Party's notification to the other Party that they elect to discontinue participation in the ADR process, whichever occurs first.

d. If no settlement is reached, the charging Party may pursue a grievance through the negotiated grievance procedure, at the appropriate step within the remaining number of days.

e. The Parties will strive to have the entire ADR process completed within 60 (sixty) days of assignment of a mediator to the dispute.

**Section 4: Mediation Post Grievance Decision**

The parties may mutually agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS) or another Third Party Neutral. The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

a. Each grievance/dispute will be dealt with on an individual basis.

b. The party requesting the use of mediation will submit their request to the other party within 10 (ten) days after receipt of the final decision in Article 29.

c. The party initiating the request will be responsible for notifying and requesting the services of the FMCS or another Third Party Neutral to be determined by the parties.

d. The parties agree to cooperate with the efforts of the FMCS or another Third Party Neutral. Cooperation does not imply agreement.

e. The recommendations of the mediator shall not be used as evidence during any official binding third party settlement procedure.

f. The use of the mediation process will serve to suspend the time parameters for invoking arbitration until one or both Parties decide the mediation process has not been successful. Success is defined by the Parties reaching an agreement that resolve the dispute.

## ARTICLE 33: NEGOTIATED GRIEVANCE PROCEDURE

### Section 1: Common Goal

a. The Union and the Agency recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. In this regard, an aggrieved Employee, prior to initiating a grievance is encouraged to utilize his/her immediate supervisor in an effort to reach a solution.

b. An Employee who has tried unsuccessfully to resolve his/her complaint with his/her supervisor, in accordance with Section 1a of this Article, may be allowed a reasonable amount of official time, if otherwise in a duty status, to meet with the appropriate Union representative to secure advice on his/her rights and privileges in connection with his/her grievance. Prior to doing so, Employees must coordinate their release on official time with their supervisor.

c. The initiation of a grievance in good faith shall not cast any negative reflection on the Employee, Union, or Agency.

### Section 2: Application

This procedure shall be the exclusive procedure available to the parties and the Employees in the unit for resolving grievances that fall within its coverage. The Union shall be the exclusive representative of any Employee or group of Employees who use this procedure and elect to be represented. However, any Employee or group of Employees in the bargaining unit may present grievances to the Agency on their own behalf and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment. The Agency will provide the Union a copy of any written correspondence provided to the Employee in response to an Employee initiated grievance. Any grievance not satisfactorily settled under the negotiated procedure shall be subject to binding arbitration, which may be invoked by either the Union or the Agency. Employee representatives shall be unimpeded and free of coercion, discrimination, or reprisal in exercising their rights to present a grievance.

### Section 3: Scope

a. This negotiated grievance procedure shall apply to any Employee concerning any matter relating to his/her employment; to the Union concerning any matter relating to the employment of any bargaining unit Employee; or to an Employee, the Union, or the Agency concerning:

    1. The effect or interpretation or a claim of breach of the collective bargaining agreement.

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

b. It does not apply to:

    1. Any claimed violation of subchapter III of 5 USC chapter 73 (relating to prohibited political activities);

    2. Retirement, life insurance, or health insurance;

3. A suspension or removal under 5 USC section 7532 ;

4. Any examination, certification, or appointment;

5. The classification of any position which does not result in the reduction in grade or pay of an Employee;

6. Non-selection from a properly constructed list or certificate of candidates;

7. An action, which terminates a temporary promotion and or temporary appointment;

8. Performance improvement period letters;

9. Separation during a probationary period;

10. A letter of a proposal, but not effected, disciplinary action;

11. The content of individual performance objectives or standards that are in compliance with applicable law, rule, or regulation;

12. Any matters covered by the Department of Labor under the Office of Workers Compensation Programs;

13. Placement on administrative leave or light duty, provided the decision was consistent with applicable law, rule, or regulation

14. Any informal oral discussion or warning email that is provided to educate an Employee, in lieu of a formal disciplinary action. (Note: Formal disciplinary actions (reprimands, suspensions, and removals) are grievable.); and

15. Granting or not granting an individual cash award or an honorary award or quality step increase, provided the decision was Agency policy consistent with applicable law, rule, or regulation. This does not prevent the union from filing a grievance over the administration of the awards program.

**Section 4: Appeal Choices**

a. Nothing in this section shall prevent Employees from processing any prohibited personal practice defined by law through the appropriate statutory appeals process provided the Employee has not filed a formal grievance on the matter in accordance with this agreement.

b. Except as provided in subsections (d) and (e) of Section 7121 of the Civil Service Reform Act of 1978, whereby an aggrieved Employee may raise the matter either under an applicable statutory procedure, an appellate procedure or these procedures, but not more than one, these procedures shall be the exclusive procedures for resolving grievances.

c. The Employee option shall be deemed to have been exercised when the Employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure or timely files a grievance in writing in accordance with these procedures, whichever occurs first.

d. The selection of these procedures in no manner prejudices the right of an aggrieved Employee to request the Merit Systems Protection Board or the Equal Employment Opportunity Commission, as applicable to review a final decision.

**Section 5: Elements of a Grievance**
Grievances will be presented in writing and provide at a minimum the following:

a. the aggrieved Employee(s), name, position, title, grade and organization;

b. a description of the basis for the grievance including appropriate facts such as times, dates, names and other pertinent data and, if known, the provision(s) of this Agreement, laws, rules, or regulations alleged to have been violated and;

c. a copy of any evidence to support the grievance, if available;

d. a brief statement of the step(s) taken to informally resolve the grievance, if any;

e. the relief being sought;

f. identification of the grievant's NFFE Local 1153 Union Representative, if any.

**Section 6: Negotiated Grievance Procedure for Employee Grievances**
A grievance filed on a disciplinary or adverse action will be subject to provisions prescribed in this grievance procedure except that, at step one, such a grievance may be elevated to one level higher than the deciding official, but no higher than the RRMC Commander (or designee). If not resolved at step one, such a grievance will continue up the chain-of-command, until it has reached the RRMC Commander (or designee). The grievance may be submitted by the Union to arbitration after it has been heard by the RRMC Commander (or designee).

The following procedures are established for the resolution of all other bargaining unit Employee grievances:

**STEP 1:**

a. An Employee of the unit desiring to file a grievance must submit the grievance, in writing, within 17 (seventeen) calendar days after occurrence of the incident or within 17 (seventeen) days after the Employee knew or should have known of the occurrence of the matter, whichever occurs first.

b. The grievance will be submitted in writing to the Employee's immediate supervisor (or designee, or another Management official that caused the alleged grievance and has the ability to resolve the alleged grievance) with a copy simultaneously provided to the WHS LMER office. (Grievances should be submitted to the lowest reasonable Management official possible).

c. The grievant and/or the Union representative may request to meet with the deciding official on the grievance to discuss and attempt to resolve the grievance. If the Parties determine that a meeting is necessary, they will normally schedule a meeting within 10 (ten) calendar days.

d. A written Step 1 decision will be given by Management to the grievant with a copy provided to the Union within 17 (seventeen) calendar days of the date of the meeting or the date the grievance was received by Management (in accordance with Section 6, Step 1a, of this article), whichever occurs last. (If grievances are submitted after close of business [5 pm EST], they will be date stamped as received on the next business day.)

e. The parties agree that normally no new issues may be added to the grievance after the step one grievance that are not related to the immediate grievance; new issues may only be added if they are incidental to the original grievance. This does not preclude the Employee (or designated union representative) from claiming other violations of law, rule, or regulation that are incidental to the grievance through the negotiated grievance procedure up to and including arbitration.

**STEP 2:**
If the grievance is unresolved after Step 1,

a. The Employee, or his Union Representative, may elevate the grievance to the Division Director within the Employee's chain of command, e.g., Director Operations and Maintenance (or designee), within 10 (ten) calendar days from the date of the Step 1 decision.

b. The grievant and/or the Union representative may request to meet with the deciding official on the grievance to discuss and attempt to resolve the grievance. If a meeting is requested to present evidence in support of sustaining the grievance, the meeting will normally occur within 10 calendar days.

c. A written Step 2 decision from the appropriate Division Director (or designee) will be made within 10 (ten) calendar days of the date of the meeting or initial receipt of the Step 2 grievance, whichever occurs last. (If grievances are submitted after close of business [5 pm EST], they will be date stamped as received on the next business day.)

**STEP 3:**
If the grievance is unresolved after Step 2,

a. The Employee, or his Union representative, may elevate the grievance to the RRMC Commander (or designee) within 10 (ten) calendar days of the date of the Step 2 decision.

b. The grievant and/or the Union representative may request to meet with the deciding official on the grievance to discuss and attempt to resolve the grievance. If a meeting is requested to present evidence in support of sustaining the grievance, the meeting will normally occur within 10 calendar days.

c. The RRMC Commander (or designee) will answer the grievance, in writing within 10 (ten) calendar days of the meeting. (If grievances are submitted after close of business [5 pm EST], they will be date stamped as received on the next business day.)

**STEP 4:**
If the grievance is unresolved after Step 3, The Union may refer the matter to arbitration in accordance with this Agreement.

**Section 7: Negotiated Grievance Procedure for Union/ Agency Grievances**
Grievances between the Union and the Agency at the RRMC organizational level shall be processed in the following manner:

**STEP 1:**

a. The charging Party—Union or Agency—may initiate a grievance by submitting it in writing within 17 (seventeen) calendar days after the incident which gave rise to the grievance occurred or after the Union or Agency knew or should have known of the occurrence.

b. Union grievances will be submitted to the appropriate Division Director (or designee) with a copy simultaneously submitted to WHS' LMER office, and Agency grievances will be submitted to the local Union President (or designee).

c. The Union or Agency may request to meet with the deciding official on the grievance to discuss and attempt to resolve the grievance. If a meeting is requested to present evidence in support of sustaining the grievance, the meeting will normally be scheduled within 10 (ten) calendar days.

d. A written decision will be rendered within 17 (seventeen) calendar days after the receipt of the grievance by LMER or meeting between the Agency and Union, whichever occurs last. (If grievances are submitted after close of business [5 pm EST], they will be date stamped as received on the next business day.)

e. The parties agree that normally no new issues may be added to the grievance after the step one grievance that are not related to the immediate grievance; new issues may only be added if they are incidental to the original grievance. This does not preclude the Union from claiming other violations of law, rule, or regulation that are incidental to the grievance through the negotiated grievance procedure up to and including arbitration.

**STEP 2:**
If a Union or Agency grievance is unresolved after Step 1,

a. The Union may elevate its grievance to the Installation Commander (or designee) within 10 (ten) calendar days from the date of the Step 1 decision. The Union or Agency may request to meet with the deciding official on the grievance to discuss and attempt to resolve the grievance. If a meeting is requested to present evidence in support of sustaining the grievance, the meeting will normally be scheduled within 10 (ten) calendar days. The Installation Commander (or designee) will answer the grievance in writing normally within 17 (seventeen) calendar days after the meeting between the Agency and Union. (If grievances are submitted after close of business [5 pm EST], they will be date stamped as received on the next business day.)

b. The Agency may elevate its grievance to Arbitration in accordance with the terms of this Agreement.

**STEP 3:**

If a Union grievance is unresolved after Step 2, the Union may elevate its grievance to Arbitration in accordance with the terms of this Agreement.

**Section 8: Group Employee Grievances**

a. Except in the case of disciplinary actions, the Union and the Agency may agree that individual grievances arising from the same set of facts or circumstances may be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select an Employee's grievance for processing and the decision thereon will be binding on all others in the group grievances.

b. An Employee may withdraw from a group grievance in writing at any time before a decision is rendered. However, the Employee may not then initiate the same or substantially similar grievance in his or her own name.

# ARTICLE 34: ARBITRATION

**Section 1: Invoking Arbitration**
If the Agency and the Union fail to settle a grievance processed under the Negotiated Grievance Procedure prescribed in Article 33, upon written request by either Party, such grievance may be submitted to Arbitration within 30 (thirty) calendar days after issuance of the final decision to provide for the greatest opportunity to resolve the issues at the lowest possible level before invoking arbitration. Arbitration may only be invoked by the Agency or the Union. Requests for arbitration from the Union will be submitted in writing to the WHS LMER office. Requests for arbitration from the Agency will be submitted in writing to the Union RRMC designated representative (or designee).

**Section 2: Selecting an Arbitrator**

a. As soon as practicable, usually within 10 (ten) days from the date the charging party invokes arbitration in accordance with Section 1 arbitration request, the charging Party shall request the Federal Mediation and Conciliation Service to submit a list of 7 (seven) impartial persons qualified to act as Arbitrators. Normally, the Parties shall meet within 10 (ten) calendar days after the receipt of both Parties of such list to select an Arbitrator.

b. If the Parties cannot agree upon 1 (one) of the listed persons, the Agency and the Union will each strike 1 (one) Arbitrator's name from the list of 7 (seven) possible arbitrators and shall repeat this procedure. When only 1 (one) name is left, that person shall be the duly selected Arbitrator. In all cases, a coin will be flipped to determine which Party will begin the striking process. Alternatively, the parties may mutually agree upon an arbitrator panel to be used on a rotating basis.

**Section 3: Authority of Arbitrator**

a. The arbitrator may not interpret laws, regulations, or policies that are cited in this Agreement in a manner inconsistent with precedent, decisions, and opinions issued by authority within the government that normally has responsibility for such matters (e.g., OPM, FLRA, MSPB, Circuit Court, DOL, etc.).

b. The Arbitrator shall have no authority to add to or modify any terms of this Agreement and shall limit the findings to the issues submitted for Arbitration.

**Section 4: Withdrawing from Arbitration**
When the Arbitrator has been selected in accordance with this Article, the Party withdrawing from arbitration prior to the arbitration hearing will pay the full cost of any cancellation fee charged by the Arbitrator except by mutual agreement otherwise. If a mutually agreeable settlement is reached, the cost of any cancellation fee will be mutually shared by the Parties.

**Section 5: Postponing Arbitration**
When a scheduled arbitration has been postponed in accordance with this Article, the Party postponing will pay the full cost of any postponement fee charged by the Arbitrator except by mutual agreement otherwise. If postponement is mutually agreeable, the cost of any postponement fee will be mutually shared by the Parties. If the postponement is due to something out of the control of the Parties, the Agency will pay the postponement fee if any.

**Section 6: Arbitrator Fees**
The Arbitrator's fee and all expenses (e.g., per diem, travel and hearing transcripts (when such transcripts are mutually agreed to)) shall be borne equally by the Parties. The Employee, the Union Representative, and witnesses who are Agency Employees who have direct knowledge of the information relative to the case, shall be placed on official time while participating at the hearing.

**Section 7: Arbitration Deadlines**
The Arbitrator shall be requested to render his decision and/or remedy, as quickly as possible, but, in any event, no later than 30 (thirty) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit on a case-by-case basis.

## ARTICLE 35: UNFAIR LABOR PRACTICE (ULP) CHARGES

**Section 1: General**
This Article sets forth procedures for processing unfair labor practice allegations under 5 U.S.C. § 7116 before such allegations are formally filed with Federal Labor Relations Authority. The expressed intent of the Parties is to facilitate informal discussion concerning alleged unfair labor practices and enhance the possibility of informal resolution before such allegations are formalized before a third party.

**Section 2: Procedures**

a. Where a Party to this Agreement believes that the other Party has engaged in any act prohibited by 5 U.S.C.§ 7116, the charging Party must notify the responding Party of intent to file an unfair labor practice charge with the Federal Labor Relations Authority prior to doing so. Such notification must be received by the responding Party at least 15 (fifteen) days prior to the filing of such charge with the FLRA.

b. Where the Local Union is the charging Party, written notification will be served upon the Agency. Where the Agency is the charging Party, written notification will be served upon the Local Union President (or designee).

c. The Agency may meet informally with the Local Union President (or designee) to discuss the alleged unfair labor practice(s). Such meeting shall normally take place within 10 (ten) calendar days of receipt of written notice by a responding Party as provided above.

**Section 3: Settlement Agreements**
Where the parties execute a settlement agreement resolving a particular allegation, that allegation shall be precluded from further processing before the FLRA.

# ARTICLE 36: EXECUTION, DURATION AND SUPPLEMENTS

**Section 1: Execution and Implementation**

a. An agreement between any Agency and an exclusive representative shall be subject to approval by the head of the Agency.

b. The head of the Agency shall approve the agreement within 30 (thirty) days from the date the agreement is executed if the agreement is in accordance with the provisions of this chapter and any other applicable law, rule, or regulation (unless the Agency has granted an exception to the provision).

c. If the head of the Agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and shall be binding on the Agency and the exclusive representative subject to the provisions of this chapter and any other applicable law, rule, or regulation.

d. This Agreement consists of a Preamble, Witnesseth, 36 (thirty-six) Articles, and Glossary.

**Section 2: Duration and Changes**

This Agreement as executed by the Parties shall remain in full force and effect for a period of 3 (three) years from the date of implementation.

a. Thereafter, it will remain in effect for successive periods of 1 (one) year unless either Party notifies the other in writing, at least 60 (sixty) calendar days, but no earlier than 105 (one-hundred and five) calendar days prior to the anniversary date of implementation of intent to negotiate a new Agreement. During this time, intent to open term negotiations or notice of withdrawal of provisions agreed to under 5 U.S.C. § 7106(b)(1) may be served.

b. When either Party request to renegotiate the Agreement, the provisions of this Agreement shall be honored until a new Agreement becomes effective, except for those contrary to laws (including Executive Orders and Public Laws), government-wide, or DOD regulations for which there is a compelling need. The Parties acknowledge that bargaining is required regarding provisions that may be effected in this agreement that become contrary to law or government-wide regulation.

**Section 3: Reopening and Supplementing the Agreement Prior to Expiration.**

a. Except for its duration period as specified in Section 2 of this Article, this Agreement may be opened for amendment by mutual consent of the Parties. Such amendment(s) as agreed to will be duly executed by the Parties, subject to Agency Head Approval, and will remain in full effect until modified or terminated in accordance with this Article.

b. The union may offer proposals on new topics not covered by the agreement during the life of the agreement. The Agency recognizes that it may have a duty to bargain in good faith over such topics.

**Section 4: Distribution of Agreement**

A copy of this Agreement will be made available electronically to all bargaining unit Employees and the Union. One-hundred hardcopies of the Agreement will be made available to the Union.

**Section 5: Notice to New Employees**
The Agency will include notice to all new NFFE 1153 bargaining unit Employees that NFFE is the exclusive representative and provide the contact information for the union.

**Section 6: Contract Administration Training**
The Parties agree to jointly conduct contract administration training for all bargaining unit Employees within 90 (ninety) days. The Parties agree that up to 2 (two) consecutive days may be afforded for such training.

# GLOSSARY

For the purpose of this Agreement, the following definitions will apply:

**Amendment** means modification to the basic agreement to add, delete, or change portions, sections, or articles of the agreement.

**Adverse Action** means an adverse action, for the purpose of appeal to the Merit Systems Protection Board, is a removal, suspension for more than 14 (fourteen) days, reduction in grade or pay, or furlough for 30 (thirty) days or less.

**Authority** means the Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

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

**Confidential Employee** means an Employee who acts in a confidential capacity with respect to an individual who formulates or effectuates Management policies in the field of Labor-Management relations.

**Condition of Employment** means personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters relating to one of the following:

1. Political activities prohibited under subchapter III of Chapter 73 of Title VII;

2. The classification of any position;

3. The extent such matters are specifically provided for by Federal Statute; or

4. Those rights and authorities retained by the Agency; or which are the subjects of any existing or future law or government-wide regulations.

**Consultation** means any oral or written discussion between representatives of the Agency and the Union for the purpose of obtaining the Union's views when formulating policies and matters of concern to Employees of the unit.

**Day(s)** means calendar days unless specifically stated otherwise.

**Dispute** means a disagreement between representatives of the Agency, the Union, or bargaining unit Employees on the interpretation or application of the terms of the-basic agreement and existing WHS and RRMC regulations.

**Emergency Situation** means an emergency situation is one which poses sudden, immediate, and unforeseen work requirements for the Agency as a result of natural phenomena or other circumstances beyond the Agency's reasonable control or ability to anticipate.

**Emergency Personnel** means an Employee designated by Management who must report to work during dismissal or closure situations, including those due to inclement weather, because they are critical to Agency operations.

**Employee** means the incumbent of a position that falls within the bargaining unit.

**Furlough** means the placement of an Employee in a temporary non-pay status and non-duty status (or the absence of duty) because of a lack of work or funds or for other non-disciplinary reasons.

**Impasse** means the inability of the Agency and Union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

**Mid-Contract/Impact Bargaining** is the right of the Parties to negotiate during the life of the contract on all matters appropriate for negotiation.

**Negotiation** means bargaining by representatives of the Agency and the Union on appropriate issues relating to terms of employment/working conditions, which affect personnel policies and practices with the objective of arriving at a mutual agreement.

**Negotiability Dispute** means a disagreement between the parties as to the negotiability of an item.

**Past Practice** means existing practices affecting conditions of employment of bargaining unit Employees consistently exercised for an extended period, with the knowledge and expressed or implied consent of both Parties.

**Position** means bargaining unit position.

**Position Description** means a written statement of the duties and responsibilities assigned by the Agency to a position that defines the kinds and range of duties an Employee may expect to perform during the time he remains in the position.

**Seniority** means that first priority shall be afforded to the Employee with the oldest service computation date (SCD); second priority shall be afforded to the Employee with the second oldest SCD; and so on and so forth. Ties shall be broken by flipping a coin.

**Statute** means the Federal Service Labor-Management Relations Statute.

**Tour of Duty** means the hours of the day (daily tour of duty) and the days of the administrative workweek (weekly tour of duty) that constitute an Employee's regularly scheduled administrative workweek. For the purposes of this Agreement, tour of duty is synonymous with work schedule.

**Union Representative** includes any the duly elected officers of the Local and local shop stewards appointed in accordance with the provisions of this agreement and designated National Representatives.