

# Collective Bargaining Agreement

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USMEPCOM and AFGE Local 725

April 29, 2020

Collective Bargaining Agreement (CBA) between U. S. Military Entrance Processing Command (USMEPCOM) and AFGE Local 725, Building 3400, North Chicago, IL 60064-3091. This CBA sets forth employee rights and responsibilities, Union rights and privileges, and labor-management agreements.

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## PREAMBLE

Pursuant to the policies set forth in the Federal Labor-Management Relations Statute, 5 USC Chapter 71, and all future amendments, and subject to applicable law, rule, Executive Order and regulation, the following Articles constitute the Agreement by and between Headquarters, United States Military Entrance Processing Command (USMEPCOM), hereinafter referred to as the Employer or Management, and American Federation of Government Employees (AFGE), AFL-CIO, Local 725 hereinafter referred to as the Union, and collectively known as the Parties.

In the administration of all matters covered by the Agreement, the Parties are governed: by existing or future law, Executive Orders, and Federal government-wide regulation; by local published policies and regulations in existence at the time this Agreement was approved; by published Agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published Agency policies and regulations required by law. If a Department of Defense (DoD) or Department of the Army (DA) rule or regulation comes into conflict with the language of this Agreement during the life of this Agreement, the opportunity to negotiate over, and reconcile the language in the Agreement, will be provided.

Whenever language in the agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

The parties will endeavor to avoid language that merely repeats, rewords, or paraphrases existing law or regulation and will keep such to an absolute minimum and will be included only by mutual consent of the parties. This is not intended to preclude reference to pertinent law or regulation for the purpose of citing sources of information.

The parties mutually agree as follows:

## ARTICLE 1

### EFFECTIVE DATE AND DURATION OF AGREEMENT

**Section 1.** Effective Date: This Agreement shall become effective on the day of execution of this Agreement by USMEPCOM.

**Section 2.** Term and Expiration Date: This Agreement is binding upon the Employer and the Union, and remain in full force and effect for a period of five (5) years from the Effective Date.

**Section 3.** Automatic Renewal: If neither Party gives Timely Notice, the Agreement shall be automatically renewed for one (1) additional year from the Expiration Date or any Anniversary Date thereafter.

**Section 4.** Timely Notice: Timely Notice occurs when either Party gives written notice to the other of its desire to renegotiate this Agreement between one hundred five (105) and sixty (60) calendar days prior to the Expiration Date, or any Anniversary Date thereafter.

**Section 5.** If negotiations are not completed by the Anniversary Date, this Agreement will be automatically extended until a new agreement is negotiated, approved by the Agency Head, and takes effect.

**Section 6.** Time Calculation Examples: For purposes of illustration, if the date of approval by the Agency Head is August 15, 2020, the Effective Date of the Agreement is August 15, 2020, and the Expiration Date of the Agreement is August 14, 2025. The first Anniversary Date is August 14, 2026. The second Anniversary Date is August 14, 2027. To give Timely Notice to renegotiate the Agreement based on the initial Expiration Date, one hundred five (105) calendar days prior is May 1, 2025 and sixty (60) calendar days prior is June 15, 2025.

**Section 7.** This Agreement may be amended and/or supplemented in accordance with Article 19 of the Agreement. Amendments and supplements to this Agreement shall remain effective concurrent with this Agreement.

**Section 8.** The Articles and Sections of this Agreement may be reopened for amendment by mutual consent of both Parties. A request for amendment by either Party shall include a written summary of the proposed amendment. Within fifteen (15) workdays after receipt of a request for amendment, the Parties shall meet to discuss the proposed amendment. If the Parties mutually agree that opening of the Agreement is warranted, the Parties will negotiate following the procedures described in Article 19, Section 4. No changes other than the agreed upon amendment shall be considered during such negotiations.

**Section 9.** Any other Agreement, including any recognized or unrecognized past practice, which predates this Agreement shall be considered null and void. All Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), side agreements, or other unwritten agreements between the Union and Management are hereby rescinded with the Effective Date of this Agreement.

**Section 10.** USMEPCOM will place an electronic copy of the Agreement, any amendments to the Agreement, supplemental agreements, memorandums of agreement/understanding, or any other agreements between the Parties, unless otherwise mutually agreed upon, once approved, on both the Command's external homepage ([www.mepcom.army.mil](http://www.mepcom.army.mil)) and the Command's internal website's homepage. Notification of the placement of the Agreement in the above referenced locations will be provided to current employees via Command Info Message. An employee hired thereafter will be provided with a copy of the same Command Info Message as part of his or her on-boarding packet.

## ARTICLE 2

### RECOGNITION AND UNIT DESIGNATION

**Section 1. Recognition.** The Federal Labor Relations Authority (FLRA) Certification of Representative dated January 27, 2012, Case Number CH-RP-12-0002, certified that the American Federation of Government Employees, AFL-CIO is the exclusive collective-bargaining representative of the employees as set forth in the Unit Description.

**Section 2. Unit Description.**

Included: All professional and nonprofessional employees of the Headquarters, U.S. Military Entrance Processing Command, Headquarters, Eastern Sector and Headquarters, Western Sector, Great Lakes, Illinois.

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

## ARTICLE 3

### DEFINITIONS

**5 USC Chapter 71:** The Federal Service Labor-Management Relations Statute (Statute).

**Bargaining Unit:** A group of employees with a clear and identifiable community of interest represented by a labor organization; the FLRA determines the appropriateness of any bargaining unit.

**Collective Bargaining:** The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees.

**Collective Bargaining Agreement:** An agreement entered into as a result of collective bargaining pursuant to the provisions of 5 USC Chapter 71.

**Conditions of Employment:** Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters: relating to political activities prohibited under subchapter III of 5 USC Chapter 73; relating to the classification of any position; or to the extent such matters are specifically provided for by Federal statute.

**Exclusive Representative:** Any labor organization which is certified as the exclusive representative of employees in an appropriate unit pursuant to 5 USC 7111.

**Formal Discussion:** A discussion between one or more representatives of an agency and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment, at which an exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented.

**Grievance:** Unless otherwise excluded by law or this Agreement: any complaint by any employee concerning any matter relating to the employment of the employee; any complaint by any labor organization concerning any matter relating to the employment of any employee; or any complaint by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

## ARTICLE 4

### MANAGEMENT RIGHTS

**Section 1. Management Rights.** The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the Agency. In accordance with applicable law, the Employer also retains the right:

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

**Section 2. Permissive, Implementation, and Impact Bargaining.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. The Employer has chosen not to negotiate over the substance of any subjects set forth in 5 USC 7106(b)(1). This includes the numbers, types, and grades of

Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article.

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

**Section 1.** Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. As provided by 5 USC Chapter 71, an employee has the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the executive branch of the Government or other appropriate authorities; and

b. To engage in collective bargaining with respect to conditions of employment through Union representatives.

**Section 2. Union Membership.** Nothing in this Agreement shall require a bargaining unit employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

#### **Section 3. Grievances.**

a. Any bargaining unit employee has the right to initiate and present grievances to the Employer, and to be represented by the Union in that regard, under provisions of the grievance procedures of this Agreement.

b. Bargaining unit employees shall be protected in the exercise of this right freely and without fear of penalty or reprisal.

c. Except for grievances covered by the grievance procedure of this Agreement, a bargaining unit employee has the right to exercise administrative grievance or appeal rights established by law, rule, or regulation, and to be represented by an attorney or other representative, other than a Union representative, of the employee's choosing in any such actions.

#### **Section 4. Weingarten Rights.**

a. A bargaining unit employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

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

b. The Employer shall annually inform bargaining unit employees in writing of their above stated Weingarten rights.

**Section 5. New Employee Orientation.** During new employee orientation, information will be provided to each new bargaining unit employee about the Union's existence and the fact that the Union is the exclusive representative of all bargaining unit employees. Each new bargaining unit employee will be provided a copy of the Command Info Message referenced in Article 1, Section 10, above.

## **ARTICLE 6**

### **EMPLOYEE RECORDS**

**Section 1. Employee Records.** Management is responsible for maintaining employee personnel records. These records include records of awards, promotions, disciplinary or adverse actions, Individual Development Plans, and other actions related to personnel matters. The Parties understand that an employee's official personnel record is contained in the electronic Official Personnel Folder (eOPF), which is subject to the provisions of the Privacy Act. An employee may access eOPF to review his or her personnel records.

## **ARTICLE 7**

### **POSITION DESCRIPTIONS AND TRAINING**

#### **Section 1. Position Descriptions.**

a. General. Management is responsible for determining the classification of positions within the organization; such determinations will be made in accordance with applicable law, rule, and regulation. An employee and his or her supervisor may review the employee's position description annually, normally at the time of the employee's developing performance plan. An employee will be provided with a copy of his or her position description upon request.



b. Accuracy of Position Descriptions. A position description should accurately reflect the major duties and responsibilities assigned to the employee. Any questions regarding the accuracy of a position description should be addressed to an employee's immediate supervisor for resolution as needed. An employee may seek the adjustment of the pay category, title, series, or grade of his or her officially assigned position in accordance with applicable law, rule, and regulation.

## **Section 2. Training.**

a. General. The Parties recognize the value of training to develop, enhance, or refresh the knowledge, skills and abilities required for the successful performance of assigned duties. Management will establish necessary training programs consistent with mission requirements. Management determines whether any training course or program is required based on mission needs, and will approve and assign training accordingly.

b. Training Opportunities. Training opportunities will be made available to qualified employees within mission needs.

c. Individual Development Plan. Each employee is responsible for creating and maintaining his or her Individual Development Plan (IDP), and consulting with his or her supervisor. Each employee is encouraged to review his or her IDP progress with his or her supervisors during the annual performance discussion.

# **ARTICLE 8 PERFORMANCE**

## **Section 1. Performance Evaluation.**

a. Performance evaluation is the process by which Management will assess whether an employee is satisfactorily performing his or her job duties. Management will endeavor to fully involve each employee in the process to help assure each fully performs duties at a successful level. Management will follow law, rule, Executive Order, and regulation in conducting the performance evaluation process.

b. HQ MEPCOM will utilize a standard performance appraisal system in evaluating employee performance. Management will follow the performance appraisal system requirements and utilize the performance appraisal system to assess and document performance. The current standard performance appraisal system is the Defense Performance Management Performance and Appraisal Program (DPMAP).

1. A Performance Plan will be determined for each employee. Progress reviews and an annual performance rating will be applied utilizing the employee's Performance Plan. Management will accept input from an employee regarding performance Elements and Standards. Management is ultimately responsible for

drafting and implementing an employee's Performance Plan Elements and Standards and notifying the employee of same.

2. An employee will be provided reasonable notice of any change in Performance Plan Elements and Standards, and will be provided sufficient time as designated by the performance appraisal system to adapt to any such changes.

3. Aside from specific progress reviews and an annual appraisal meeting, Management and employees are encouraged to engage in continual communication and feedback regarding performance evaluation and management.

4. The annual appraisal rating will normally be provided within the performance appraisal system expected time frame.

5. Management is encouraged to provide guidance and assistance as necessary to help each employee fully succeed in meeting the performance expectations of his or her Performance Plan.

6. If an employee fails to successfully meet performance expectations as set out in the Performance Plan Elements and Standards, Management may elect to address the situation through disciplinary or performance-based actions. If Management elects to address the situation through a performance-based action, a Performance Improvement Plan will be established and the employee will be given sufficient time, normally 30 days, to bring his or her performance to a fully successful level.

## ARTICLE 9

### MERIT PROMOTION AND PLACEMENT

**Section 1. General.** This Article applies to all merit promotion and placement actions within the bargaining unit except those covered by mandatory referral/placement programs. All merit promotions and placement actions will be completed in accordance with law, rule, and regulation, including any applicable local regulation or policy.

**Section 2. Equal Employment Opportunity.** Selection procedures will be done without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or any other protected non-merit factor. The Union agrees to cooperate and support Management's identification and elimination of barriers which are found to be prohibitive to Equal Employment Opportunity (EEO).

**Section 3. Area of Consideration.** Each vacancy announcement will describe individuals from whom the agency will accept applications. When determining the area

of consideration, Management will consult with the servicing personnel office and take into consideration EEO affirmative action goals as well as the number and quality of anticipated candidates.

**Section 4. Vacancy Announcements.** Vacancy announcements will be in accordance with applicable law, rule, regulation, and policy.

**Section 5. Non-Competitive Placements.** In accordance with applicable law, rule, and regulation, Management has the right to select from other sources on a non-competitive basis. These sources may include, but are not limited to: reemployment priority lists, reinstatement eligible employees, transfers from other agencies, employees eligible for re-promotion or reassignment, employees requesting voluntary demotion, direct hire authorities, and candidates eligible for special appointment authorities, e.g., Veterans Recruitment Appointment or Schedule A found at 5 CFR 213.3102(u) (i.e. employees with severe disabilities).

**Section 6. Selections.** Management may fill vacancies by selecting one (1) or more candidates from a competitive selection certificate. However, they may also select a candidate from any other appropriate source.

**Section 7. Temporary Promotions and Details.** Details and temporary promotions will be done in accordance with applicable law, rule, regulation, and policy.

## **ARTICLE 10**

### **HOURS OF WORK**

**Section 1. General.** Work schedules will be established in accordance with applicable law, rule, and regulation.

**Section 2. Glossary of Terms.**

- a. Regular Work Schedule: a forty (40) hours per week schedule, normally Monday through Friday, 5 days each week, 8 hours each day (5x8).
- b. Alternative Work Schedule (AWS): a term used to describe any schedule other than the regular work schedule; the two (2) types of AWS are flexible and compressed work schedules.
- c. Basic Work Requirement: the number of hours, excluding overtime hours, an employee is required to work or to account for by taking leave.
- d. Compressed Work Schedule: a fixed work schedule that enables a full-time employee to complete the eighty (80) hour biweekly basic work requirement in less than ten (10) workdays.

e. Core Hours: the designated times during the workday when an employee must be present for work. Core hours encompass the periods of 0830-1100 and 1300-1500 each workday.

f. Flexible Hours: the times during the workday within the tour of duty during which an employee on an approved flexible work schedule may request and be approved to vary his or her times of arrival and departure within the duties and requirements of the position. Flexible hours encompass the periods of 0630-0830 and 1500-1800.

g. Flexible Work Schedule: a work schedule that has an eighty (80) hour biweekly work requirement that enables a full-time employee to vary his or her times of arrival and departure subject to Management approval.

h. Overtime: time worked in excess of those specified hours that constitute an employee's work schedule that is requested and authorized in advance.

i. Compensatory Time: time off with pay in lieu of overtime pay.

**Section 3. Lunch/Meal Period.** A mandatory, unpaid lunch period will be provided for employees. The lunch period shall be at least thirty (30) minutes in duration and will be scheduled between the hours of 1100 and 1300, subject to Management approval.

**Section 4. Regular Work Schedule.** The regular work schedule begins at 0800 and ends at 1630. As defined, the employee's basic work requirement consists of five (5) eight (8) hour workdays per work week. All Employees will adhere to a Regular Work Schedule unless approved for and participating in the AWS program.

**Section 5. Alternative Work Schedules.** Participation in the AWS program is voluntary and subject to Management approval. Management determines an employee's eligibility for participation in the AWS program based on operational requirements. Within operational requirements, an employee will be allowed to participate in the AWS program to the maximum practical extent, so long as the mission does not suffer, other employees are not disadvantaged, and the office remains operational throughout the normal business day. Applicable HQ MEPCOM regulation will be followed regarding AWS program options.

**Section 6. Employee Schedule Requests.** Employee schedule requests will be submitted in writing to his or her supervisor, who will notify the employee of the disposition of the request. A written decision may be provided if necessary.

a. An employee may request changes to an existing AWS. Approval will be based on mission needs. Requests for Regular Day Off (RDO) changes that would result in additional costs to the government via paid time off, e.g. holiday, court, or military leave that would otherwise fall on the current RDO, will not be approved.

b. AWS are non-transferable such that an employee must submit a new request when moving to a new position within the organization.

**Section 7. Managing Regular Day Off.** An RDO is a non-duty, non-pay status day outside of the eighty (80) hour work requirement within a pay period, and will be scheduled on the same day each pay period. A Supervisor must assure that his or her offices is properly staffed in order to carry out and properly execute the Command's mission. An Employee's selection of a RDO is done with supervisor approval. When an employee's RDO request cannot be supported because of the number of employees requesting the same RDO, Management will determine RDO approvals within mission requirements. An employee may request reconsideration of an RDO assignment no more than once every six (6) months.

**Section 8. Management-Initiated Schedule Changes.** Management may modify or terminate an employee's AWS as required.

a. Management should discuss a decision to terminate or modify an existing AWS with the employee. Management will provide reasonable notice of a change as soon as practicable to allow the employee to make adjustments to his or her personal schedule.

b. Management may establish employee work hours outside the core hours, if mission dictates. If coverage is required to support staffing requirements, workload or customers, Management may shift work hours resulting in no payment of overtime or compensatory time. Management will provide employees with advance notice of any such changes where feasible.

**Section 9. Training.** An employee on a Temporary Duty (TDY) or training mission requirement will adjust his or her tour of duty to comply with mission requirements of the host activity's schedule. If an employee has an AWS which is not feasible during TDY or training, the employee may revert to a Regular Work Schedule for the duration of the TDY or training mission.

**Section 10. Telework.** The use of telework is supported in accordance with applicable law, rule, and regulation. Telework can be an effective tool to meet mission and operational needs while also fostering employee morale and enhancing employee retention. Management is responsible for determining the telework participation eligibility status of all employees. Performance and accountability expectations for telework remain the same as those in the regular work site. Personal business shall not be conducted while in official duty status at the telework site. Detailed information and required procedures will be determined by Management.

**Section 11. Overtime.** Overtime shall be requested and authorized in advance and documented and compensated in accordance with applicable law, rule, and regulation. Overtime is not an employee right, and must be approved by an appropriate management official prior to being worked. In all cases where overtime policy is

followed, an employee will be compensated for work performed in accordance with the law.

**Section 12. Compensatory Time.** Compensatory time shall be requested and authorized in advance, and documented and compensated in accordance with applicable law, rule, and regulation. Compensatory time is not an employee right, and must be approved by an appropriate Management official prior to being worked. An employee may request compensatory time off in lieu of paid overtime. Compensatory time shall be documented in the organization's timekeeping system of record, and compensated in accordance with applicable law, rule, and regulation.

## ARTICLE 11

### LEAVE

**Section 1. General.** An employee accrues leave in accordance with applicable law, rule, and regulation. It is every employee's responsibility to be aware of and accountable for his or her annual and sick leave balances. All leave requests will be processed using the organization's timekeeping system. An Employee is permitted to take leave in fifteen (15) minute increments.

**Section 2. Annual Leave.** The supervisor shall make every reasonable effort to grant the use of annual leave as requested by the employee, consistent with the operational and mission requirements. Management will normally provide the requesting employee with notification of disposition within three (3) workdays of annual leave requests.

- a. Management shall determine the number of employees allowed off at any given time. Typically, workload and mission requirements will be considered in such a determination. Any cancellations of previously approved leave will be documented in the timekeeping system. Conflicts between annual leave requests will be resolved by the supervisor.
- b. Each employee shall be responsible for planning and making a timely request for annual leave for vacation purposes.
- c. Unplanned annual leave requests will be approved or disapproved on a case-by-case basis in accordance with mission requirements. When an employee calls to request unplanned annual leave, he or she will inform the supervisor of the general reasons for the request. If the leave is disapproved, the employee will be afforded a reasonable period of time to report for duty as specified by the supervisor (normally within two (2) hours). Upon return to duty from an approved unplanned request, the employee will immediately submit the appropriate leave request.

**Section 3. Sick Leave.** The Parties encourage all employees to manage their sick leave benefit appropriately by using it judiciously and only for the purposes for which it

is intended. All uses by an employee for themselves or family purposes will be in accordance with applicable law, rule, and regulation.

a. **Planned Sick Leave.** An employee will request sick leave in advance for the employee's own planned medical, dental, or optical examination or treatment, or to attend to an authorized family member receiving planned medical, dental, or optical examination or treatment.

b. **Unplanned Sick Leave.** An employee will request unplanned sick leave as soon as possible, normally within two (2) hours after his or her scheduled time for reporting to duty on the first day of absence. If such notice is not possible, an employee will request unplanned sick leave as soon thereafter as possible. For unplanned sick leave absences lasting longer than one (1) day, an employee shall notify Management by an acceptable means every day thereafter within two (2) hours after his or her scheduled time for reporting, unless Management has authorized an extended absence.

c. **Documentation.** Management may require an employee to furnish a medical certificate or other administratively acceptable evidence as to the reason for sick leave absences for any period of absence if Management determines such documentation is necessary.

d. **Addressing Sick Leave Abuse.** If Management has reason to believe an employee may abuse, or has abused his or her sick leave benefit, Management may require the employee to provide a medical certificate or other administratively acceptable evidence for each sick leave absence. Abuse or misuse of sick leave may result in disciplinary action.

**Section 4. Court Leave.** An employee is entitled to paid time off without charge to annual leave when summoned to serve as a juror in a judicial proceeding or as a witness in a judicial proceeding in which the Federal, State, or local Government is a party, to include a U.S. military court.

a. Once an employee is excused or released by the court during the workday, he or she is expected to return to duty. An employee excused or released by the court for a portion of an employee's scheduled workday must contact the supervisor for a determination on work status for the remainder of the workday. An employee's failure to contact the supervisor could result in a charge to annual leave, Leave Without Pay (LWOP), or Absence Without Leave (AWOL) for the remainder of the workday.

b. Court leave can only be granted for those days and hours the employee would otherwise be in a pay status.

c. When an employee is called for court services, either as a witness or a juror, the court order, subpoena, or summons must be presented to Management as far in

advance as possible. Upon return to duty, written evidence of attendance at court is required, showing the dates and hours of the service. Such statements may generally be obtained from the clerk of the court.

d. An employee called to court for other purposes must take annual leave. For an employee subpoenaed to appear in civil court as a defendant or witness, leave will be granted in accordance with applicable law, rule, and regulation.

#### **Section 5. Advanced Sick Leave and Annual Leave.**

a. The Employer may approve reasonable and legitimate requests for advanced sick and annual leave in accordance with applicable law, rule, and regulation.

b. The Employer agrees to evaluate all requests for advanced sick or annual leave on the merits of the specific request.

c. The Employer will annotate the reasons for denial in the timekeeping system.

**Section 6. Family Medical Leave Act.** Family Medical Leave Act entitlements will be governed by applicable law, rule, and regulation.

**Section 7. Leave Without Pay.** LWOP is a temporary non-pay status and an authorized absence from duty. Granting LWOP is a matter of supervisory discretion and may be limited by law, rule, regulation, or agency policy. LWOP usage can impact certain benefits.

**Section 8. Other Leave Types.** Additional types of leave may be available in accordance with law, rule, and regulation, such as: sick leave for adoption, bone-marrow or organ donor leave, leaves of absence, weather and safety leave, religious observances, disabled veteran leave, military leave. An employee should contact his or her supervisor and refer to the OPM web site, [www.opm.gov](http://www.opm.gov), for rules and regulations governing Federal employee leave types.

**Section 9. Tardiness.** Every employees is expected to be at his or her assigned work area and prepared to begin work at his or her scheduled start time. An employee must notify his or her supervisor if he or she expects to arrive after his or her scheduled start time. Upon late arrival, the employee will contact his or her supervisor to coordinate how best to record the period of absence. The supervisor will determine whether tardiness can be made up, leave substituted, or AWOL entered. Instances of tardiness may result in counseling or disciplinary action.



## ARTICLE 12

### DISCIPLINARY AND ADVERSE ACTIONS

**Section 1. Policy.** Disciplinary and adverse actions shall be initiated by the Employer in accordance with applicable law, rule, regulation, and policy. Disciplinary and adverse actions will be based on the facts and circumstances of each matter, and will promote the efficiency of the service. Every employee is responsible for adhering to established law, rule, regulation and policy.

**Section 2. Counseling Sessions.** Counseling sessions may be used by a supervisor to communicate his or her observations and expectations regarding an employee's performance or conduct. A counseling session may be verbal, written, or both. A counseling session is not considered a disciplinary action.

**Section 3. Representation.** In the event an employee is issued a notice of proposed disciplinary or adverse action, the employee will be made aware of and afforded all rights and privileges due them, including the right to representation.

a. The employee may be represented by the Union, an attorney, or another individual in the reply to the proposed action. In the event that the employee chooses a representative who is also a USMEPCOM employee, the representative may be disallowed if the Employer determines that a conflict of interest exists.

b. The Employer will provide the employee with the proposal letter in all cases of proposed disciplinary or adverse actions. The employee will provide written notification to the Employer of the employee's designated representative before confidential information is released to the representative. In all cases, the employee and the designated representative, will be given the opportunity to review the documentation on which the proposed action is based.

c. Weingarten Rights. A bargaining unit employee has the right to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

**Section 4. Formal Disciplinary Actions.** A formal disciplinary action is any action taken against an employee that is a Letter of Reprimand (LOR) or a suspension of fourteen (14) calendar days or less.

a. A LOR may be recorded in the employee's eOPF for a period of one (1), two (2), or three (3) years. A LOR may be removed from the employee's eOPF prior to the end of the prescribed term if Management determines that an employee's conduct has improved to the point that the LOR is no longer necessary.

b. An employee being considered for a suspension of one (1) to fourteen (14) calendar days is entitled to:

1. Advance written notice of any proposed disciplinary action, unless the circumstances require the application of an exception to advance notice as provided in law, rule, or regulation, and reply period in accordance with government-wide regulation. If applicable, the notice of proposed action will include the specific allegations of misconduct (charges) for which the action is proposed.
2. An opportunity to respond to the proposal letter orally, in writing, or both unless the circumstances require the application of an exception to the notice and reply periods in accordance with government-wide regulation. A reasonable amount of duty time will be allowed for the employee to prepare a reply which will be determined by his or her supervisor. Extensions of time to prepare a reply may be granted if circumstances warrant.
3. A final decision notice with applicable statutory rights.

**Section 5. Adverse Action.** An adverse action is any action taken against an employee which causes a reduction in grade or pay, removal, suspension for more than fourteen (14) calendar days, or a furlough of thirty (30) calendar days or less to be placed in an employee's eOPF. An employee being considered for an adverse action is entitled to the following:

- a. Not less than thirty (30) days advance written notice of any proposed adverse action, unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations. If applicable, the notice of proposed action will include the specific allegations of misconduct for which the action is to be imposed. The proposal notice will include, at a minimum, the reasons for the Employer's proposed action and information regarding each specific act of alleged misconduct.
- b. A reasonable opportunity to respond to the proposal letter orally, in writing, or both, unless the circumstances require the application of an exception to the notice and reply periods in accordance with government-wide regulations. A reasonable amount of official duty time will be allowed to prepare a reply which will be determined by the employee's supervisor. Extensions of time to prepare a reply may be granted if circumstances warrant.
- c. A final decision notice with applicable statutory rights, including the right to appeal the decision to the Merit Systems Protection Board (MSPB).

**Section 6. Grievances.** After receiving a disciplinary or adverse action decision, an employee may utilize the negotiated grievance procedure, as appropriate, and as allowed by current applicable law, rule, and regulation and this Agreement. A decision

to remove an employee from Federal service for reasons of misconduct or unacceptable performance are excluded from the grievance procedure.

## **ARTICLE 13**

### **REDUCTION-IN-FORCE**

**Section 1. General.** Reduction-In-Force (RIF) actions are taken when Management must reduce civilian positions. All affected employees compete within their competitive area to determine whether the employee will be retained in their current position. RIF will be administered in accordance with applicable law, rule, Executive Order, regulation, and DoD policy. If practicable, Management may attempt to achieve a RIF through normal attrition.

**Section 2. RIF Notices.** The Employer agrees to provide general notification to employees of a pending RIF with as much advance notice as practicable. This general notification shall include the cutoff date after which an employee will no longer be able to update his or her eOPF. The RIF notice will comply with applicable law, rule, regulation, Executive Order, and DoD policy.

- a. The Employer will provide employees information on job opportunities, retirement options, severance pay, and other benefits which may be applicable to their individual situation.
- b. The Parties recognize the original notification to an individual employee may be amended in accordance with law, rule, regulation, Executive Order, and DoD policy.

**Section 3. Reemployment Register.** Employees on the reemployment register will be considered for employment prior to filling vacancies from other sources in accordance with law, rule, Executive Order, regulation, and DoD policy.

## **ARTICLE 14**

### **UNION RIGHTS**

**Section 1. Statutory Rights.**

- a. The Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all bargaining unit employees without discrimination and without regard to Union membership.
- b. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more bargaining unit employees or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

c. The Union has the right to request information from the Employer in accordance with 5 USC 7114(b)(4). Information cannot be furnished if prohibited by law. Written requests for information will include the Union's particularized need for the information. In order to be released, the information must:

1. Show that requested information is "necessary," the Union must establish a particularized need for the information by stating, with specificity: a) Why it needs the information; b) How it will use the information; and c) How its use of the information relates to carrying out its representational responsibilities under the Statute;
2. Be normally maintained by the Employer in the regular course of business;
3. Be reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
4. Not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining.

## **ARTICLE 15**

### **VOLUNTARY ALLOTMENT OF UNION DUES**

**Section 1.** The Parties agree that any eligible employee assigned to a bargaining unit position, and a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership in accordance with 5 USC 7115, provided:

- a. The employee continues his or her employment in the position for which exclusive recognition has been granted; and
- b. The employee has voluntarily submitted a request for such allotment of pay; and
- c. The employee received sufficient net salary each pay period to cover the allotment after other legal and required deductions have been made.

**Section 2. Union Responsibilities.** The Union agrees that it will be responsible, during non-duty time of employees concerned, for: procuring the prescribed allotment form, distributing the form to bargaining unit employees, certifying the amount of its dues, informing and educating members on the program for allotments for payments of dues, and educating on the uses and availability of the required form. The Union will promptly notify the appropriate payroll office in writing when any of its members who have authorized an allotment for payment of Union dues is expelled or suspended from the Union or ceases to be a member in good standing. The Union shall be responsible

for refunding any unauthorized deductions or excess payments either to the employee or Employer, as required.

**Section 3. Procedures.** Union officials will receive and complete forms for eligible employees requesting an allotment, and submit the forms to the appropriate payroll office. Allotments will be effective the next regular bi-weekly pay period after receipt in the payroll office. The amount of dues to be deducted each pay period shall remain as originally certified to on the official form by the appropriate Union official. If the Union receives any written revocation of allotment, the Union will send it to the servicing personnel office within five (5) working days of receipt.

**Section 4. Duration of Dues Allotment.** When an allotment for deduction of Union dues has been started, it must remain in effect for a minimum period of one (1) year per 5 USC 7115(a).

After the required time has run, an employee may submit a revocation of his or her allotment at any time. The revocation will be effective at the beginning of the first pay period following receipt in the payroll office. The revocation should be made on the appropriate official form provided to the employee by Management or the Union, upon request. Alternatively, the employee may submit a written revocation containing the employee's name, and social security number. The employee is responsible for submitting the written revocation directly to the servicing personnel office.

**Section 5. Termination of Dues Allotment.** Dues allotments will be terminated if an employee leaves a bargaining unit position as a result of any type of separation, transfer, or other personnel action; when this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD; when the employee has been suspended or expelled from the labor organization; or, if the Union loses eligibility for exclusive recognition.

## ARTICLE 16

### TAXPAYER FUNDED UNION TIME (OFFICIAL TIME)

**Section 1. General.** The conduct of Union representational business shall normally occur during duty hours. Such business shall be conducted in an expeditious manner. Taxpayer Funded Union Time (Official Time) is authorized for purposes outlined in 5 USC 7131(a) and (c).

**Section 2. Amount of time.** For the purposes of this agreement, reasonable amounts of Taxpayer Funded Union Time shall be defined in the following manner:

- a. An amount of time, not to exceed a rate of one (1) hour per authorized bargaining unit position, shall be allotted to the Union annually for the conduct of representational business by the president, vice-president, chief steward, and stewards. Such time shall be inclusive of all time spent on representational business

for all officers named above, excluding time authorized per 5 USC 7131 (a) and 5 USC 7131(c).

b. No Union official, or bargaining unit member, will spend more than 25% of their paid time engaged in non-agency business in a fiscal year. If a Union official, or bargaining unit member, spends any time in excess of 25% of their paid time engaged in non-agency business in a fiscal year, the amount above 25% will be counted toward the limitation in subsequent fiscal years.

c. The Union will inform Management of the need to conduct representational business off the Employer's premises prior to the conduct of such business.

d. If Taxpayer Funded Union Time is used for representational purposes under 5 USC 7131(a) and (c), is anticipated to exceed the number of bargaining unit employees for the calendar year, no 5 USC 7131(d) time may be granted. When the amount of Taxpayer Funded Union Time reaches the 90% mark of the bargaining unit size, the parties will meet to review the usage in an effort to determine the root causes for those hours and work collectively to eliminate those causes and no further 5 USC 7131(d) time will be granted.

e. Union officials will not be granted Taxpayer Funded Union Time, but may request annual leave and/or leave without pay to assist employees in filing grievances under the negotiated grievance procedure, or may do so during non-duty time. Any travel or other expenses associated with performing representational duties will be the responsibility of the Union.

**Section 3. Procedures.** Union officers, chief steward, and stewards must obtain permission from the supervisor prior to engaging in representational business during duty hours. Such permission will be granted with the following understandings:

a. Usage Requests. Prior to conducting any representational activities, Union representatives will request first-line supervisory approval in writing using the designated Taxpayer Funded Union Time Request Form (see Appendix A). This request will be made as far in advance as possible. The supervisor may defer the use of Taxpayer Funded Union Time due to mission requirements, if the requested time is for activities covered under 5 USC 7131(d). The supervisor will collaborate with the representative to identify the first acceptable alternate time in these instances.

b. Usage Recording. Each Union representatives shall record his or her use of Taxpayer Funded Union Time in the Employer's timekeeping system using the accurate, designated special project codes for representational activities.

c. If a Union representative is conducting activities on approved Taxpayer Funded Union Time, and the activities extend beyond the end of the Union representative's normal duty time, the Union representative shall no longer be authorized paid time

including Taxpayer Funded Union Time. In these instances, the meeting or activity may continue by mutual consent of the Parties, or if no mutual consent is given, shall be rescheduled.

#### **Section 4. Excluded Activities from Taxpayer Funded Union Time.**

- a. Election of officers and/or stewards, inclusive of all related activities, campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, and any other internal Union business related to such activity.
- b. Preparation and distribution of any internal news bulletin or newspaper, or literature soliciting membership.
- c. Soliciting signatures on dues-withholding authorization forms for collection of Union dues.
- d. Performance of administrative functions related to benefits offered by the Union.
- e. All activities related to organizing non-bargaining unit employees.
- f. Presenting grievances on behalf of employees.
- g. Any and all other activities not allowed by law, rule, Executive Order, or regulation.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURES**

**Section 1. Common Goal.** The Parties recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner consistent with the provisions of this Agreement and 5 USC Chapter 71. To accomplish this, every effort will be made to settle grievances expeditiously, at the lowest level of supervision, where the grievance has merit based upon the facts presented. Arbitration should only be invoked when the assistance of a third party is required. Any arbitration will be subject to the procedures within this Agreement.

#### **Section 2. Policy.**

- a. This procedure shall be the exclusive procedure for resolving grievances which fall under this Agreement and 5 USC Chapter 71. A grievance may be initiated and processed by an employee(s) concerning matters not specifically excluded under Section 4 of this Article, or by law, rule, Executive Order or regulation.
- b. An employee using this procedure may be represented by the Union or represent themselves. In the event an employee chooses self-representation, the employee

has the right to present the grievance and may be granted Taxpayer Funded Union Time to do so. Any Union representative will request either annual leave or LWOP to serve as the employee's representative, or do so during non-duty hours.

c. In exercising the right to present a grievance, an employee and an employee representative shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

d. Grievances, once processed under this procedure, involving the same individuals and substantially the same facts, will not be resubmitted under this procedure or be processed under any other procedure, either concurrently or sequentially, except where Management fails to implement and uphold a prior grievance resolved in favor of the employee. This shall not preclude an employee from processing a grievance on a second occurrence of the same issue. Issues initiated under other formal complaint procedures may not subsequently be submitted under this grievance procedure.

e. In processing a grievance, the grievant or the designated representative shall specifically identify the contract provision, law, rule, regulation, policy, practice or memorandum of agreement that has been violated, if applicable, or the circumstances which gave cause for the grievance, and the resolution desired.

f. For those issues for which administrative or statutory appeal procedures exist, the employee may choose to follow those appeal procedures, or may initiate a grievance under these procedures, but not both, unless excluded under Section 4, below.

**Section 3. Grievability/Arbitrability.** Questions that cannot be resolved between the Parties as to whether or not a grievance involves a matter subject to this grievance procedure, or is subject to arbitration, will be referred to an arbitrator for decision. These questions will be submitted to the arbitrator and decided prior to and apart from the merits of the grievance. Both Parties agree that this provision will be used in good faith and not as a measure to raise clearly untimely issues to arbitration. An issue of grievability or arbitrability may be raised at any time throughout the grievance procedure, or at arbitration.

**Section 4. Exclusions.** Excluded from this procedure are issues that involve:

a. An action terminating a temporary promotion or detail, and returning the employee to the position from which they were temporarily assigned.

b. The termination of temporary employees with a definite time limitation and term employees on or before the expiration date of appointment.

c. The separation of employees during probationary or trial periods.



d. Matters listed under 5 USC 7121(c):

1. Any claimed violation of subchapter III of Chapter 73 of this title (relating to prohibited political activities).
2. Retirement, life insurance, or health insurance.
3. A suspension or removal under Section 7532 of this Title.
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.

e. The non-selection for promotion or placement from a group of properly ranked and certified candidates.

f. Furlough of thirty (30) days or less, imposed by higher authority.

g. Failure to recommend and/or approve discretionary awards.

h. Failure to recommend and/or disapproval of discretionary funding programs where Management has no influence over the selection process (e.g., student loan repayment, tuition reimbursement, etc.).

i. Issues related to covered employees seeking placement in positions outside the bargaining unit.

j. Removals from Federal service for reasons of misconduct or poor performance.

k. Any assigned performance rating of record.

l. Any assignment of work determination related to one's position description.

m. Any matter that has its own review or appeal procedure stated as part of its regulatory provisions.

n. Any issue previously decided in an earlier grievance brought by the same employee.

o. Any oral or written counseling, warning notice, or letters of caution.

p. EEO complaints or allegations.

q. Any matter appealable to the MSPB.

- r. Allegations of “Mismanagement.”
- s. A personnel action voluntarily requested by the employee.
- t. Proposal letters prior to any decision on a disciplinary or adverse action.
- u. The award of any form of incentive pay, including case awards, quality step increases, or recruitment, retention, or relocation payments.

**Section 5. Initial Processing.** A grievance must be initiated in accordance with the procedures of this Article within fifteen (15) calendar days after the employee knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose. A grievance that alleges a continuing violation of the Agreement may be presented at any time.

**Section 6. [Reserved]**

**Section 7. Time Limit.**

- a. Any prescribed time limit or deadline under this procedure may be extended by mutual agreement between the grievant/Union and the Management deciding official. Such requests will be presented and replied to in writing.
- b. Failure of the grievant/Union to comply with any prescribed time limit or deadline under this procedure may be grounds for Management to reject the grievance, in which case no further consideration will be given to the matter. Any Management exception to a prescribed time limit or deadline under this procedure is not precedent-setting.

**Section 8. Procedures.**

- a. First Step.
  - 1. An employee will notify his or her first-line supervisor in writing of his or her intent to present a grievance.
  - 2. The first-line supervisor will be responsible for scheduling the first step grievance meeting. The meeting will normally be held within ten (10) workdays of receipt of the grievance.
  - 3. The first-line supervisor will provide a written response to the grievant within ten (10) workdays from the conclusion of the meeting. If the issue has not been resolved, the employee may advance the grievance to the second step of the procedure.
- b. Second Step.

1. An employee dissatisfied with the first step decision shall submit the second step grievance in writing using the specified grievance form. The second step grievance shall be submitted within ten (10) calendar days from receipt of the first step decision. The employee shall submit the second step grievance to his or her second-line supervisor or the designated representative, who will serve as the deciding official. The deciding official will be responsible for acquiring the grievance control number from the personnel office, annotating the date received, and scheduling the grievance meeting. The second step meeting will normally be held within ten (10) workdays from receipt of the grievance.

2. A written decision will be provided to the grievant within ten (10) workdays from the conclusion of the second step meeting.

3. If the grievance is settled to the satisfaction of the employee, no further consideration will be given to the matter. If the grievance decision is not satisfactory, within ten (10) calendar days the Union may submit a formal request that the unresolved grievance be submitted for binding arbitration.

**Section 9. Group Grievances.** When two or more employees have grievances concerning the same or substantially the same issue(s), a representative sample of the group of grievances will be processed. The grievance decision will apply to all grievances in the group. Any employee who does not agree to this procedure may pursue his or her grievance individually. A grievance initiated separately will be processed separately. If a group grievance is processed, all grievants must be identified and are bound to process the grievance throughout the procedure as a group.

**Section 10. Termination of Grievance.** If an employee: requests termination of the grievance; resigns; dies; or is separated before decision is reached on a grievance being processed, and no compensation issue is involved, further action on the grievance will stop and notice will be provided to the parties. This does not apply to a separation where the grievance is challenging applicable removal action. A copy of this notification will be made a part of the case record.

**Section 11. Use of Taxpayer Funded Union Time by Employees.**

a. An employee, if otherwise in a duty status, may use Taxpayer Funded Union Time to prepare for, confer with an exclusive representative regarding, or present a grievance brought on the employee's own behalf; or to appear as a witness in any grievance proceeding. For any other grievances, an employee may not use Taxpayer Funded Union Time.

b. The use of Taxpayer Funded Union Time is subject to advance supervisory approval and Management reserves the right to delay or reschedule due to mission needs.

**Section 12. Abandonment or Termination of Grievance.** If a grievant or the Union fails to advance a grievance to the next step within prescribed timeframes, or terminates the grievance at any step, the matter will be considered closed and no further action will be taken regarding the grievance.

**Section 13. Solicitation of Grievances.**

Union representatives may not solicit grievances.

**Section 14. Union and Management Initiated Grievances**

- a. The Union and Management may have disputes involving the application and/or interpretation of this Agreement where no individual employee grievance is involved. Either the Union or Management may file a grievance on any matter that involve such disputes. If the Parties cannot agree on whether an issue is subject to this grievance procedure, the grievability issue may be referred to arbitration for decision.
- b. Any grievance submitted by the Union or Management must be initiated within ten (10) calendar days after the grieving Party knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose. Grievances that relate to continuing violations may be presented at any time.
- c. If an issue has bargaining unit-wide impact, it will be filed at the second step of the procedures.
- d. A prescribed time limit under this procedure may be extended by mutual agreement between the Union and Management. Such requests will be presented and replied to in writing.
- e. First Step. The Union will submit a written grievance using the specified grievance form to the Civilian Personnel Advisory Center (CPAC). The CPAC will annotate the date of receipt on the grievance form. A first step Deciding Official will be designated by the Command. The Deciding Official will schedule a grievance meeting within ten (10) workdays of receipt from the written request. A written decision will be provided to the Union within ten (10) workdays from the conclusion of the meeting. If the Union finds the decision to be unsatisfactory, they may advance the grievance to the next step of the procedure within prescribed timeframes.
- f. Second Step. The Union will submit the written grievance using the specified grievance form to the CPAC within ten (10) calendar days from the date of the first step decision. The CPAC will annotate the date of receipt on the grievance form. A second step Deciding Official will be designated by the Command. The Deciding Official will schedule a grievance meeting within ten (10) workdays of receipt of the

second step grievance. A written decision will be provided to the Union within ten (10) workdays from the conclusion of the meeting.

g. If the Union is not satisfied with the second step decision, arbitration may be invoked. The request will be submitted to the CPAC in writing within ten (10) calendar days of the second step decision. The arbitration procedures shall be in accordance with Article 18 of this Agreement.

h. If Management initiates a grievance under this Agreement, a written grievance will be presented to the President of the local Union under the Second Step as noted in Section 14, paragraph (f) above. The timing and procedures set forth above for Union grievances shall apply to a Management grievance.

i. If Management is not satisfied with the second step decision, arbitration may be invoked. The request will be submitted to the Union in writing within ten (10) calendar days of the second step decision. The arbitration procedures shall be in accordance with Article 18 of this Agreement.

## ARTICLE 18

### ARBITRATION PROCEDURES

**Section 1.** Only the Union or Management may refer a grievance to arbitration after it remains unresolved after the final step of the negotiated grievance procedure. A notice to invoke arbitration shall be made in writing to the other Party within ten (10) calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

**Section 2. Mediation.** Within ten (10) workdays from the date of receipt of the arbitration request, the Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) for grievance mediation. The Parties shall meet at a mutually agreeable time with the FMCS mediator for the purpose of endeavoring to resolve the issues giving rise to the arbitration request.

Mediation shall occur during normal duty hours and, if the Parties agree, may extend beyond the normal duty day. If a mediation meeting extends beyond the normal duty day, no overtime or compensatory time will be paid. Employees in a duty status that participate in the proceedings as a grievant may be granted Taxpayer Funded Union Time to do so. Employees serving as witnesses shall do so in regular duty status. Union representatives may be granted either annual leave or LWOP to participate in these proceedings. If the Parties do not agree to going beyond normal duty hours, the mediation will be continued to another day.

**Section 3. Arbitrator Selection.** If an agreement cannot be reached at mediation, the Parties will request a list of arbitrators from FMCS within ten (10) workdays of the

mediation meeting. The Parties will alternate ordering and paying any FMCS processing fee for the arbitrator list.

The Parties shall meet at a mutually agreed upon time to select an arbitrator within fifteen (15) workdays after receipt of the arbitrator list. Management and the Union will take turns striking one arbitrator's name from the list until there is only one name remaining. The remaining name shall be the duly selected arbitrator. The Party requesting arbitration will strike the first name.

**Section 4. Procedures.** These procedures will apply to arbitrations under this Agreement:

a. An arbitration hearing shall be held during normal duty hours and, if the Parties agree, may extend beyond the normal duty day. If an arbitration hearing extends beyond the normal duty day, no overtime or compensatory time will be paid. Employees in a duty status that participate in the proceedings as a grievant may be granted Taxpayer Funded Union Time to do so. Employees serving as witnesses shall do so in regular duty status. Union representatives may be granted either annual leave or leave without pay to participate in these proceedings. If the Parties do not agree to going beyond normal duty hours, the arbitration hearing will be continued to another day.

b. The Parties shall continue to attempt to resolve the dispute prior to the issuance of a decision by the arbitrator, as this promotes the spirit of cooperation and conciliation intended by this Agreement.

c. The Parties shall be permitted to call relevant employees as witnesses. Questions as to the necessity of any particular witness will be resolved by the arbitrator. The Party requesting witnesses to be present who are not employees of the organization shall bear expenses of such witnesses. All witnesses will be required to testify under oath or affirmation.

d. The Parties shall request an arbitration decision as quickly as possible, normally no later than sixty (60) calendar days after the conclusion of the hearing, unless the Parties otherwise agree.

**Section 5. Fees and Expenses.** Except as provided below, fees and expenses of the arbitrator will be shared equally by Management and the Union.

a. Either Party may withdraw its arbitration request at any time. If this occurs after the selection of the arbitrator, the Party requesting withdrawal shall be responsible for all applicable arbitrator fees.

b. If the Parties resolve the grievance, other than withdrawal by the grieving party, and no longer require the services of the arbitrator, any expenses or fees associated with cancellation of the arbitration will be borne equally.

c. The parties may mutually agree to court reporter services, subject to approval of the arbitrator. There is no requirement for a court reporter to be used. Court reporter expenses will be shared equally. Each party will be responsible for requesting and purchasing its own copy of any transcript.

d. Upon a specific finding by the arbitrator that a Party's position is completely meritless, the arbitrator is authorized to assess up to one hundred (100) percent of fees and costs against the non-prevailing party.

**Section 6. Arbitrator's Decision.** It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of the Statute to the FLRA.

a. In rendering a decision, the arbitrator shall have no authority to alter, amend, add to, or subtract from the terms of this Agreement or any other agreement made supplementary hereto.

b. By mutual agreement, the Parties may establish alternatives to a full hearing.

## ARTICLE 19

### PROCEDURES FOR MID-TERM AND IMPACT AND IMPLEMENTATION NEGOTIATIONS

**Section 1.** In exercising the right to make and change rules and regulations that effect change to conditions of employment, the Employer will abide by the obligations imposed by this Agreement and the Statute.

**Section 2.** No side agreements between the Union and individual supervisors, or the Employer and individual Stewards, shall be made which either expand or limit the provisions of this Agreement. Any expansion, limitation, or deviation from this Agreement must be mutually agreed to in writing by the Union and Management.

**Section 3. Notice to the Union.** Management will provide the Union with advance written notice of not less than five (5) workdays prior to implementing changes impacting conditions of employment of bargaining unit employees.

a. Within five (5) workdays from the date of Management's issuance, the Union may respond in one of the following ways:

1. The Union may indicate it has no issue with the changes.
2. The Union may submit a written request to negotiate.

3. The Union may submit a written list of questions regarding the change. Within three (3) workdays from the date of Management's issuance of written answers to the questions, the Union may submit a written request to negotiate.

b. No response by the Union within the prescribed timeframes will be deemed acceptance, and the Employer may implement the proposal without further recourse.

c. The timeframes may be extended by mutual agreement of the Parties.

**Section 4. Negotiation Procedures.** For negotiations under this Article, the following procedures will apply:

a. The Parties will usually exchange written proposals and counterproposals. However, at the request of either Party, the Parties may formally meet to discuss matters prior to formal negotiation.

b. Management will provide the meeting space for scheduled negotiation sessions. After a meeting space has been secured, Management will provide written notice of the time and location of scheduled negotiation session. If the scheduled negotiation session time does not work, the Union will respond within two (2) workdays of the schedule notice and provide an alternate time. All proposed alternate session times will occur within three (3) work days of the original scheduled session, unless the Parties mutually agree to extend this timeframe.

c. The Parties will exchange specific, written proposals no less than five (5) workdays prior to any scheduled negotiation session.

d. Management will determine the number of members of its negotiating committee, and the Union may have an equal number.

e. Negotiation sessions will be conducted during normal duty hours. Time spent in negotiations shall be considered Taxpayer Funded Union Time (Official Time) within 5 USC Section 7131(a).

f. If, following good faith negotiations, either Party determines that a dispute has developed, that Party shall notify the other Party in writing. The Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) within five (5) workdays of the notice of the dispute. If the services of the FMCS do not result in an agreement, the Employer may unilaterally implement the proposed change for reasons of safety, statutory requirement, or compelling need. This shall not preclude either Party from seeking the services of the Federal Service Impasses Panel (FSIP). Nothing in this section shall preclude either Party from exercising any other rights under the Statute.



g. The Parties will formalize any agreement through memoranda of understanding, or other appropriate documents, which will be binding on the Parties with the same force and effect as provisions of a final negotiated agreement.

Under the authority delegated by the Secretary of Defense as Commander, U.S. Military Entrance Processing Commander, this agreement is hereby executed:

A handwritten signature in black ink, appearing to read 'R.T. Brady', with a long horizontal stroke extending to the right.

R.T. Brady  
Colonel, U.S Marine Corps  
Commander, USMEPCOM

Executed this 29<sup>th</sup> day of APRIL 2020