

**COLLECTIVE BARGAINING AGREEMENT**

**NEGOTIATED BETWEEN**

**THE UNITED STATES ARMY COMMAND, CONTROL,  
COMMUNICATIONS, COMPUTERS, CYBER, INTELLIGENCE,  
SURVEILLANCE, AND RECONNAISSANCE  
(C5ISR) CENTER,**

**THE UNITED STATES ARMY COMMUNICATIONS-  
ELECTRONICS COMMAND (CECOM),**

**AND**

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
(NFFE) LOCAL 476**

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US ARMY C5ISR CENTER, CECOM, AND NFFE 476**

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## PREAMBLE

**SECTION 1.** Pursuant to the policy set forth in Chapter 71 of Title 5 U.S. Code, and subject to applicable laws, Federal Register Notices, Government-wide and Agency regulations (subject to the provisions of Chapter 71 of Title 5 of the United States Code), and other legal authority; these articles, together with any supplements, shall constitute a Collective Bargaining Agreement (CBA) between the United States Army Combat Capabilities Development Command C5ISR Center and the United States Army Communications-Electronics Command hereinafter referred to singularly or collectively as "Employer," and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO, hereinafter known as the "Union."

**SECTION 2.** Whereas, the well-being of Employees and efficient administration of the Government are the responsibility of the Employer, but are benefited by providing Employees an opportunity to constructively participate in the formulation of personnel policies and practices affecting the conditions of their employment, the participation of Employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

**SECTION 3.** 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.

## DEFINITIONS AND ACRONYMS

The following definitions of terms and acronyms used in this CBA shall apply:

**ACTIVITY.** When in reference to the C5ISR Center, then the C5ISR Center. When in reference to CECOM, then CECOM. If used in the plural ("ACTIVITIES"), it refers to both the C5ISR Center and CECOM.

**ADA.** Alternative Discipline Agreement

**ADR.** Alternative Dispute Resolution

**ADVERSE ACTION.** A personnel action considered unfavorable to an employee, e.g., removal, suspension, furlough, or reduction in grade or pay. (5 U.S.C. chapter 75 and 5 CFR part 752)

**AFL-CIO.** American Federation of Labor – Congress of Industrial Organizations

**AGENCY.** The Department of the Army. This term is commonly used to refer to decision and/or policy authority(s) controlled at levels immediately above the Employer level, up to (and including) the Secretary of the Army.

**AGREEMENT.** This collective bargaining agreement between the parties.

**ALTERNATIVE WORK SCHEDULES (AWS)** An arranged tour of duty that varies from the official duty hours and includes both flexible work schedules, compressed work schedules and credit hours.

**AMENDMENTS.** Modification of the basic Collective Bargaining Agreement to add, delete, or change portions, sections, or articles of the Collective Bargaining Agreement as may be required.

**APG.** Aberdeen Proving Ground, Maryland

**AR.** Army Regulation

**BARGAINING UNIT.** A group of employees that the Federal Labor Relations Authority has certified as appropriate to be represented by the Union for the purpose of collective bargaining.

**BASIC WORK REQUIREMENT.** The number of hours (except for overtime hours) an Employee is required to work or account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

**BONUS.** A lump-sum payment that does not increase an employee's base pay.

**BUE.** Bargaining Unit Employee

**C5ISR CENTER.** A center within the United States Army Futures Command, Combat Capabilities Development Center (DEVCOM). "C5ISR" is an abbreviation that stands for "Command, Control, Computers, Communications, Cyber, Intelligence, Surveillance and Reconnaissance."

**CALENDAR DAYS.** A series of days that includes non-work days. If the final day of any deadline set forth in this CBA – like, for instance, "fifteen (15) calendar days" – falls on a federal holiday or week-end day, the next work day becomes the deadline (*i.e.*, fifteenth day to use the example)..

**CBA.** Collective Bargaining Agreement

**CECOM.** The United States Army Communications-Electronics Command

**CFR.** Code of Federal Regulations

**COMPETITIVE AREA.** A competitive area, for reduction-in-force purposes, is an organizational entity in which employees compete with each other to determine who will retain their position, who will be separated, or who will be offered another position. A competitive area usually includes all the civilian positions that come under the control of an Army Commander/Activity head within a local commuting area. However, if a command is geographically dispersed, the competitive area may extend beyond the commuting area. Also, more than one competitive area may exist within the commuting area.

**CONSULTATION.** Oral or written discussions between Representatives of the Employer and the Union for the purpose of obtaining and considering their views or advising them on matters relating to personnel policies, practices, or conditions of employment.

**CPAC.** Civilian Personnel Advisory Center

**DA.** Department of the Army

**DEMO.** An abbreviated reference to either the S&T Personnel Demonstration Project or the DoD Acquisition Demonstration Project.

**DEVCOM.** The U.S. Army Combat Capabilities Development Command, a parent organization of the C5ISR Center.

**DISCIPLINARY ACTION.** A suspension of fourteen (14) days or less or a written reprimand.

**DISPLACEMENT.** Displacement means the movement via Reduction in Force (RIF) procedures of a fully qualified Employee into a position held by an Employee of lower retention standing in accordance with 5 CFR 351.702. In addition, to be fully qualified, the Employee must meet all requirements for the position.

**DOD.** Department of Defense

**DODI.** Department of Defense Instruction

**EAP.** Employee Assistance Program

**EMPLOYEE.** Subsequent reference to "Employee" and "Employees" will be understood to apply to the Employees of the recognized Bargaining Unit represented by the Union.

**EMPLOYER.** The C5ISR Center and/or CECOM, singularly or collectively

**eOPF.** Electronic Official Personnel Folder

**FLRA.** Federal Labor Relations Authority

**FORMAL DISCUSSION.** Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. Discussions of job performance, meetings to deliver work instructions or discussions of work assignments are not formal discussions.

**FMCS.** Federal Mediation and Conciliation Service

**GRIEVANT.** The Employee, Employer or Union filing a grievance

**GS.** General Schedule

**IAMAW.** International Association of Machinists and Aerospace Workers

**IAW.** In accordance with

**IMPASSE.** A deadlock in negotiations

**LUNCH PERIOD.** An approved period of time in a non-pay and non-work status of at least thirty (30) minutes but not more than (60) minutes normally taken between 1130 and 1300 hours.

**MANAGEMENT OFFICIAL.** An individual designated by the Employer as having the authority to take or recommend personnel actions.

**NEGOTIATION.** Good faith bargaining by Representatives of the Employer and the Union on appropriate issues relating to conditions of employment and personnel policies and practices, with the view toward arriving at an agreement.

**NFFE.** National Federation of Federal Employees

**NGP.** Negotiated Grievance Procedure: The procedures contained in the Collective Bargaining Agreement for the resolution of grievances.

**NOTICE.** Notice hereunder shall be in writing and may include e-mail or fax transmittals.

**OCCUPATIONAL SERIES.** A numerical code that corresponds to a recognized occupation in the Federal Service.

**OFFICIAL DUTY HOURS.** The hours of a day (daily tour of duty) and the days of the administrative workweek (weekly tour of duty) that are scheduled in advance and during which an employee is required

to perform work on a regular recurring basis. Those hours during which an employee is expected to be ready and able to perform the duties of their position.

**OFFICIAL TIME.** The authorized time during official duty hours that are used by a Union Representative to conduct official Union business.

**OPM.** The Office of Personnel Management

**OSHA.** The Occupational Safety and Health Administration

**OWCP.** Office of Workers' Compensation Program

**PARTIES.** Employer and Union

**PERFORMANCE APPRAISAL/EVALUATION.** These terms are generally interchangeable and are used to describe the processes associated with judging individual job performance.

**PERFORMANCE PLAN.** A plan containing the Employee's objectives which is used to measure the Employee's performance on the job.

**POSITION DESCRIPTION (PD).** A written document that records the occupational series, title and pay schedule/system of the position. The PD describes the key or major duties and responsibilities along with other position requirements.

**PPE.** Personal Protective Equipment

**PROBATIONARY PERIOD.** A period of time in which the Supervisor evaluates a newly hired employee's performance and conduct to determine whether the employee should be retained.

**PRONOUNS.** Use of pronouns throughout this Collective Bargaining Agreement are meant to be gender neutral.

**REDUCTION IN FORCE (RIF).** A process which determines how employees compete for retention when employment reductions are necessary.

**RETENTION REGISTER.** A retention register is a listing of bargaining unit employees within a competitive area. It serves as the primary source document in conducting a RIF and is broken down by competitive level, tenure group, tenure subgroup (veterans preference), and adjusted service computation date, which includes additional credit given for the last three annual performance ratings received during the 4 year period prior to the date of issuance of RIF notices or the end of the cut-off period.

**SCIENCE & TECHNOLOGY PERSONNEL DEMONSTRATION PROJECT (S&T DEMO PROJECT).** The name of the demonstration project given to DOD laboratories designated as Science and Technology (S&T) Reinvention Laboratories. The C5ISR Center is an S&T Demo Project. Demonstration projects experiment and test new and different personnel management concepts to determine if the result will improve Federal personnel management.

**SELECTING OFFICIAL.** The representative of the Employer who has the authority to make selections. This is normally the first line Supervisor of the position being filled.

**SF.** Standard Form

**STATUTE.** Federal Service Labor Management Relations statute (5 USC Chapter 71).

**SUPERVISOR.** An individual with the authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**SUPPLEMENTS.** Additional articles, negotiated during the term of the Collective Bargaining Agreement, to cover matters not covered by the Collective Bargaining Agreement.

**TDY.** Temporary Duty

**TIME LIMITS.** Time limits as set forth in various articles of this CBA shall be limited to those periods, except where the article states that all such time limits may be extended by mutual agreement of the parties unless prohibited by law or regulation.

**UNION.** National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO

**UNION REPRESENTATIVES.** Any duly elected or appointed officials of the Union, or any person authorized in writing by the Union.

**5 USC.** Title 5, United States Code, Government Organization and Employees



**ARTICLE 1  
RECOGNITION AND UNIT DETERMINATION**

**SECTION 1.** The Employer recognizes the Union as the exclusive Representative of all eligible Employees in the Unit. The Union will act for and negotiate agreements governing the Employees in the Unit.

**SECTION 2.** The Employer recognizes that the Union is the exclusive representative of the following unit:  
Included: All professional employees employed by the U.S Department of the Army, Communications-Electronics Command (CECOM) and Combat Capabilities Development Command (DEVCOM) C5ISR Center who are located at Aberdeen Proving Ground, Maryland.

Excluded: All nonprofessional employees, management officials, Supervisors, and employees described in 5 U.S.C 7112(b)(2), (3), (4), (6), and (7).

**ARTICLE 2  
DURATION AND EFFECTIVE DATE OF COLLECTIVE BARGAINING AGREEMENT (CBA)**

**SECTION 1.** This CBA shall remain in full force and effect for four (4) years from the date of approval by Agency Head, Department of the Army; the date of said approval shall be deemed to be the effective date of this CBA. The expiration date of this CBA shall be four years subsequent to the effective date.

**SECTION 2.** The Agreement shall be automatically renewed for an additional one year period on each anniversary date thereafter, unless between 105 and 60 calendar days prior to any such date either party gives written notice to the other of its desire to renegotiate/terminate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the new Agreement has been negotiated and approved. Nothing in this Section, however, shall preclude a Party during the anniversary period from proposing to renegotiate one or more provisions of the Agreement without opening the entire Agreement.

**SECTION 3.** CBA Negotiations, if appropriate, will commence as follows:

- a. Within thirty (30) calendar days of the expiration of this CBA; or
- b. Within thirty (30) calendar days of the expiration of the 1 year automatic renewal period and other subsequent renewals; or
- c. Within thirty (30) calendar days of notification by the parties of changes in laws or regulations of appropriate authorities which invalidate Articles or Sections of this CBA, but do not have the effect of nullifying the total CBA.

**SECTION 4.** The process for CBA negotiations is as follows:

- a. Notice of the proposed change will be provided to the other Party, normally not less than thirty (30) calendar days prior to the proposed implementation date.
- b. If a timely notice of intent to bargain is not made by the Union to the Employer, the proposed change may be implemented on or after the thirty-first (31st) calendar day.
- c. Should timely notice of an intent to bargain be made, the change will not be implemented until all phases of bargaining are concluded, including Agency Head approval, if the results of bargaining are reduced to a writing.
- d. Agreements reached pursuant to this process will result in modifications or amendments to this CBA.
- e. In the event the Parties cannot reach agreement on proposed changes, the Parties should consider the Federal Mediation and Conciliation Service, or any other appropriate third party mediator, in accordance with

5 U.S.C. 7119 to assist in resolving disputes.

### **ARTICLE 3**

#### **LEGAL INTERPRETATION PRINCIPLES FOR THE CONSTRUCTION OF THE TERMS OF THIS CBA**

The following terms shall be employed when a dispute arises concerning the terms of this Agreement or the validity of any terms in the Agreement.

##### **SECTION 1.** Severability

The parties agree and it is understood that if, at any time after Agency Head approval of this CBA or the CBA becomes effective where there is no Agency Head approval or disapproval within the time specified in 5 U.S.C. Ch. 71, a term, section, or provision of this CBA is determined to be void, invalid, illegal, or contrary to law, the remainder of the CBA will be severable and shall remain in effect until its expiration. Stated differently, a determination – whether from a party to this CBA or a third-party – that any term, section, or provision is void, invalid, illegal, or contrary to law shall be limited to those terms / sections / provisions so identified. Nothing in this section, however, shall preclude either party from claiming that any term, section, or provision is void, invalid, illegal, or contrary law (and the other party challenging such determination). Nor shall this provision be interpreted to preclude either party from making any such claim, as circumstances warrant, throughout the life of this CBA.

##### **SECTION 2.** Merger

This Agreement constitutes the single and entire agreement between the Parties. This Agreement shall not be modified except in writing and duly executed by all Parties. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party to this Agreement except as specifically set forth herein.

##### **SECTION 3.** Modification

It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except in writing and duly executed by all Parties.

##### **SECTION 4.** No Waiver

No waiver of any of the promises, obligations, terms or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is sought to be enforced.

##### **SECTION 5.** Successors/Assigns

This Agreement shall be binding upon the Parties and each of their respective successors and assigns.

##### **SECTION 6.** Reading and Understanding the Agreement

The respective Parties have carefully read this Agreement and have had it explained to them by their attorneys. Each Party warrants and represents that they relied upon their own judgment and that of their legal counsel regarding the proper, sufficient and agreed upon consideration for this Agreement and that no statement or representation by any other Party or their agents, employees, officers, division or branch chiefs, or legal representatives influenced or induced them to execute this Agreement.

##### **SECTION 7.** Separate Policies

Nothing in this Agreement shall preclude either Party from adopting separate policies and entering into separate agreements that are not otherwise covered by this CBA. All policies, MOAs, or MOUs negotiated by the Parties which are not covered by this CBA will remain in full force and effect until they are superseded by a new agreement.

##### **SECTION 8.** Collective Preparation

This Agreement shall be construed as if the Parties collectively prepared it and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

##### **SECTION 9.** Captions

The captions, Article, and Section titles used herein are for convenience and identification purposes only and are not part of this Agreement.

**SECTION 10.** Authority to Execute

The Parties warrant and represent that the persons executing this Agreement are duly authorized to do so.

**SECTION 11.** Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same valid and binding agreement.

**ARTICLE 4  
RIGHTS AND OBLIGATIONS OF EMPLOYEES**

**SECTION 1.** Each Employee has 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 their rights. Such rights include:

a. To act for the Union in the capacity of a Representative; and the right, in that capacity, to present the view of the Union to heads of agencies and other officials of the Executive Branch of the government, the Congress (only during non-paid time), or other appropriate authorities.

b. To engage in collective bargaining with respect to conditions of employment through an exclusive representative (Union).

**SECTION 2.** Nothing in this CBA shall require an Employee to become or to remain a member of the Union, except pursuant to a voluntary, written authorization by the Employee for the payment of dues through payroll deduction.

**SECTION 3.** Employees will be treated with dignity and respect. Sensitive discussions with individuals will be conducted in private to the extent possible. Supervisor guidance will be given in a reasonable and constructive manner. It is expected that when an employee does not understand guidance provided by a Supervisor, that employee shall request clarification to avoid making assumptions about what is expected. Moreover, Supervisor's guidance will be provided to avoid public embarrassment or ridicule, although nothing shall preclude any Supervisor from providing constructive criticism in any forum.

**SECTION 4.** There will be no discrimination against Employees with regard to political affiliation, labor organization affiliation or non-affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

**SECTION 5.** Employees:

a. Will perform all assigned duties IAW their position description and contribution or performance plan.

b. Will comply with applicable laws, rules and regulations.

**SECTION 6.** Employee rights to Union representation:

a. Employees in the Bargaining Unit will be allowed to have the Union present and represent them at any examination by a Representative of Management in connection with an investigation if the Employee reasonably believes that the examination may result in a disciplinary and/or adverse action against the Employee and the Employee requests representation.

b. During any criminal investigation, an employee shall be afforded all rights under the law, to include Union representation, to the extent that the Army has control of the agency conducting the examination/investigation. No bargaining unit employee will be ordered to waive any right guaranteed by law or the Constitution.

**SECTION 7.** Nothing in this Article or in the CBA will be interpreted so as to limit a Supervisor from meeting informally with an Employee without the Union being present. Examples of the purpose of such informal meetings with Employees would include, but would not be limited to:

- a. Discussing performance objectives and evaluations with Employees.
- b. Discussing the assignment of work with Employees.
- c. Delivering instructions to Employees.

**SECTION 8.** Membership in the Bargaining Unit will not be interpreted by Employees as reason to disobey direction of Supervisors or to countermand established policies.

**SECTION 9.** Employees will be treated with proper regard and protection of their privacy.

**SECTION 10.** Employees have the right to fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with the Standards of Conduct as outlined in regulatory guidance or with job responsibilities.

**SECTION 11.** Employees may bring matters of personal concern to the attention of the Employer, the Union, or other appropriate officials.

**SECTION 12.** Employees shall perform all work assigned to them or directions given by their Supervisor, Employer representatives, management officials, team leads, or other designated authority. If an employee has reason to believe that the work assigned to them violates a law, regulation, or directive of this CBA, the employee shall notify their immediate Supervisor or higher level official within the employee's Supervisory chain in writing that they believe the directive or work assignment is unlawful/inappropriate. The Supervisory official may still require the employee to perform the suspected unlawful/inappropriate work assignment or directive, but only after providing the employee with a written statement to the effect that the employee's concerns are noted and that the employee is expected to continue to perform the work assignment. The employee may pursue a grievance or other measures as appropriate.

**SECTION 13.** Employees will not be required to concur on documents concerning the employee's performance or conduct. Signing signifies acknowledgement of receipt, not necessarily agreement.

**SECTION 14.** If an Employee is to be served with a warrant or subpoena during working hours, to the extent possible, it will be done in private without the knowledge of other employees. During any criminal investigation, an Employee shall be afforded all rights under the law, to include union representation and the right to an attorney (not appointed by the Agency), to the extent that the Employer has control of the organization conducting the examination/investigation. As part of any criminal investigation, no Employee will be ordered by the Employer to waive any right guaranteed by law, the Constitution or this CBA, including the right to remain silent.

**SECTION 15.** Personnel policies, procedures, and regulations shall be applied fairly and equitably.

**SECTION 16.** In a grievance under this CBA, the Employee may choose to be either self-represented, represented by a Representative designated by the Union, or a third party of their choosing. If the Employee chooses a third party, the Employee must secure written approval from the Union. The Employee must provide the written approval to the Employer.

**SECTION 17.** If an Employee desires consultation with a union representative during working hours for labor-management issues, they will coordinate available times with the Union. An employee requesting time to consult with a representative will, in advance of such usage, request and receive approval from their immediate

Supervisor. The Supervisor will provide the employee a decision within one (1) business day. If this departure would create immediate problems, the Supervisor will inform the employee of the earliest time that they would be free to leave for their consultation. Neither the employee nor their Supervisor has the right to unilaterally establish a metric for how far in advance (e.g., 48 hours) the employee must request the use of reasonable time for consultation. When a Supervisor denies a request they will put forth their reasons in writing to the employee. Nothing in this section prevents an employee from briefly consulting with a union representative without prior Supervisor approval.

**SECTION 18.** An effective orientation program provides employees with information regarding their rights, benefits, roles and responsibilities as employees of the Agency. For every new Employee orientation, the Employer will provide the Union adequate notice and the opportunity to present and discuss information regarding the Union.

## **ARTICLE 5 RIGHTS AND OBLIGATIONS OF THE UNION**

**SECTION 1.** Pursuant to Section 7114(a)(1) of Title 5 United States Code, the Union has been accorded exclusive recognition as the exclusive Representative of the Employees in the Bargaining Unit it represents and is entitled to act for and negotiate a CBA covering all Employees in the Bargaining Unit. As the exclusive Representative, the Union is responsible for representing the interests of all Employees in the Bargaining Unit it represents without discrimination and without regard to labor organization membership. Representation includes negotiations, formal discussions, and examinations of employees when the employee reasonably believes that disciplinary action may result and the employee requests representation. The Union has the right, in its capacity as the exclusive Representative, to present the view of the Union to heads of agencies and other officials of the Executive Branch of the government, the Congress (only during non-paid time), or other appropriate authorities.

a. The Union, in consonance with its right to represent, has a right to propose and to consult with the Employer on all matters within the scope of collective bargaining.

b. This right shall apply at appropriate levels within the Employer and the Union. Representation will be initiated at the lowest level at which the matter can be resolved. If either Party at the initial contact feels resolution of a matter is outside their authority, that Party may refer the matter to their next higher level of management.

**SECTION 2.** Pursuant to Section 7114(a)(2) of Title 5 United States Code, 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 Employees in the Bargaining Unit or their Representatives, concerning any allegations of discrimination under Title VII, grievance, appeal, personnel policy or practice, or other general condition of employment. The Employer will provide the Union reasonable notice of the date, time, and place of these meetings by electronic mail or telephone. The parties anticipate that in most cases notification will occur at least one day in advance of the formal discussion.

For town halls or similar events, the Employer will inform the workforce in advance of the formal discussion (e.g., by email, introductory remarks, or the like) that the Union will be present. The Parties agree that not all town halls or similar events rise to the level of what is considered a formal discussion IAW the 5 U.S.C. Chapter 71. IAW the Statute, the Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees, and may make a brief statement as to the Union's position on the matter under discussion. The union will be allowed time at the end of the town hall to discuss conditions of employment with the bargaining unit. The Parties agree to maintain professional decorum throughout the discussion. Provided that advance notice was given to the Union that the meeting was scheduled to occur, the Employer is under no obligation to delay the start of the meeting if the union representative is not present.

**SECTION 3.** Right to Data:

a. The Union has the right to be furnished, upon request, data in accordance with 5 USC 7114(b)(4).

b. If the Employer denies a Union request for data, the Employer shall give the Union the specific reason(s) for the denial. If the Union feels the Employer's denial is in violation of this CBA or the Statute, the Union may file a grievance or initiate an Unfair Labor Practice (ULP) Charge.

**SECTION 4.** The Union has the right to investigate Employee/Union complaints. In conjunction with these investigations, the Union may conduct voluntary interviews with members of the Bargaining Unit. The Union has the right to represent an employee or a group of employees in presenting complaints.

**SECTION 5.** The Union shall have timely access to the appropriate Management Official in accordance with the Negotiated Grievance Procedures, Article 47, in order to resolve problems at the lowest possible level while ensuring the confidentiality of the complainant at all levels.

**SECTION 6.** Subject to restrictions necessary to avoid disruption of agency operations, the Union will have the right to conduct informational picketing, provided that it does not interfere with the Employer's operations and does not take place within the Employer's office buildings. Employees participating in informational picketing will be on annual leave or leave without pay, subject to operational needs as determined by the Employer, or on off-duty time.

**SECTION 7.** IAW 5 U.S.C. Chapter 71, the Union has the right to timely meetings with management officials to discuss working conditions within the management official's span of control. The Union may request meetings with specific Supervisor(s), but the Employer reserves the right to designate any such Agency representative it chooses to act/speak on the Agency's behalf.

**SECTION 8.** The Employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under Title 5 U.S.C. Chapter 71 and this CBA.

**SECTION 9.** The Union has the right to refuse to represent any BUEs in matters not required by the CBA.

**SECTION 10.** Consistent with Title 5 U.S.C. Chapter 71, the Employer will not communicate directly with employees regarding conditions of employment which impact the bargaining unit in a manner that will bypass the Union.

**SECTION 11.** The Agency will not alter or censor the content of any direct communications between the Union and employees except where it is not in compliance with this CBA.

**SECTION 12.** Surveys and Questionnaires Regarding Conditions of Employment:

a. The Employer will not communicate directly with BUEs through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union, and bargaining when required IAW 5 U.S.C. Chapter 71. Nothing in this Section precludes the Union from the right to bargain over conditions of employment under the Statute.

b. The Union will be given an advance copy of surveys generated by the Employer for BUEs along with an opportunity to comment on the contents of the survey at least ten (10) work days prior to distribution. Upon request, the Union will also be provided with a copy of the compilation of survey responses and an opportunity to negotiate any changes to conditions of employment as required by Article 12 (Matters Appropriate for Consultation and Negotiations) of this CBA.

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

d. The results of Employer-generated surveys regarding conditions of employment will be shared. If a third Party conducts a survey and the results are distributed to the Employer, the results will be shared with the Union upon delivery.

e. The Union has the right to generate and distribute surveys to the bargaining unit.

**SECTION 13.** The Union has the right to be present during questioning of potential bargaining unit witnesses under the terms of 5 U.S.C. 7114(a)(2)(B).

**SECTION 14.** The Employer will recognize representatives of the NFFE National Office when duly designated by the NFFE 476 Local President, or their designee. The Union shall provide advanced written notice to the Employer of visits to be made by representatives of the National Office.

## **ARTICLE 6 RIGHTS AND OBLIGATIONS OF MANAGEMENT**

**SECTION 1.** In the administration of all matters covered by the CBA, existing and future laws, government-wide regulations, and other binding outside authorities govern the Parties. This includes published Agency and Employer policies and regulations in existence at the time this CBA was approved that are not in conflict with this CBA.

**SECTION 2.** Nothing in this CBA shall affect the authority of the Employer:

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off, and retain Employees in the organization.

(2) To suspend, remove, reduce in pay schedule/system, pay, or take other disciplinary action against such Employees.

(3) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the organization's operations shall be conducted.

(4) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.

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

**SECTION 3.** The Employer's Representatives will be treated with dignity and respect by the Union and Employees. Sensitive discussions initiated by Union Representatives with the Employer will be conducted in private to the extent possible.

**SECTION 4.** Employees will be treated with dignity and respect. Sensitive discussions with individuals will be conducted in private to the extent possible.

**SECTION 5.** On an annual basis, concurrent with the delivery of annual performance appraisals, the Employer will provide all BUEs with the telephone numbers and email addresses of the union officials designated by the Union to represent the Bargaining Unit.

**SECTION 6.** Nothing in this Article shall preclude any agency and any labor organization from negotiating:

a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of

performing work;

b. Procedures which management officials of the agency will observe in exercising any authority under this section; or

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

## **ARTICLE 7 LABOR-MANAGEMENT PARTNERSHIP**

The parties recognize that collaboration between Labor and Management can produce a productive working relationship, which facilitates discussion over issues of concern essential for the promotion of workplace harmony. A relationship built upon mutual trust and respect provides the opportunity to work together to identify and solve problems that interfere with the timely delivery of quality work to the American public. To this end, the parties agree that they will work toward establishing an atmosphere of mutual respect and trust, with a free and open exchange of ideas, positions and proposals.

## **ARTICLE 8 LABOR-MANAGEMENT TRAINING**

**SECTION 1.** The Employer agrees to grant official time for Union-endorsed training or conferences determined to be of mutual benefit to the Union and the Employer. The Employer's sole expense for this activity will be the official time. Such official time must not be used for matters concerning solicitation of membership and dues, and other internal Union business.

**SECTION 2.** If additional official time is required by the Union, the Employee should submit a request to their Supervisor for consideration. The written request will contain a statement as to the purpose of the official time and how the subject matter is of mutual concern to the Employer and NFFE 476.

## **ARTICLE 9 PUBLICIZING THE AGREEMENT**

The Employer agrees to publish this agreement (including any amendments and supplements thereto) on the C5ISR Center Connector and the CECOM SharePoint sites - or any follow-on document sharing platform - so that it is accessible to all employees. The Employer, likewise, will maintain current copies of any Memorandums of Agreement (MOAs) made with the Union and publish them on the same platforms as the CBA.

## **ARTICLE 10 OFFICIAL FACILITIES AND SERVICES**

**SECTION 1.** The Employer will allow the Union Representatives to utilize organization conference rooms in the Employer's workspaces, if not reserved for mission work, during normal duty hours for representational purposes and meetings during lunch periods as needed. The Union's authorized Representatives will make arrangements for use of the conference rooms, consistent with the existing Employer procedures. The Union will be allowed reasonable access to the Employer's office equipment where available (e.g., computer, fax capabilities, services, and printers) for representational duties. The Employer will provide reasonable access to existing telephone services (DSN, Commercial, etc.) to conduct labor relations and representational business affecting the consolidated Union. In any such use of government space or equipment, the Union shall adhere to all applicable laws, rules, security procedures, and regulations.

**SECTION 2.** The servicing CPAC will, upon request of the Union, but not more frequently than quarterly, furnish the Union a list of names, pay plan, series, grades/steps, position titles, organization codes, duty stations, and official email addresses of all Union BUEs.



**SECTION 3.** The Employer agrees to provide online access to all regulations, policies, and agreements applicable to the bargaining unit. The Employer agrees to notify the Union of the online location or web link.

**SECTION 4.** The Employer will provide the Union with the location or web link where an approved version of the CBA may be found electronically.

**SECTION 5.** The Employer agrees to furnish the Union with each Employer policy concerning personnel policies, practices, and working conditions negotiated with the Union.

**SECTION 6.** The Employer will provide a space in APG building 4313 for the Union's Office. The space provided will be at no cost to the Union to use in fulfilling its obligations to Bargaining Unit employees. The space provided will be utilized in such a manner so as to ensure that all business and/or activities are in accordance with applicable laws and regulations. The Employer will provide, at no cost to the Union, utilities and services, including two (2) Personal Computers with Network Access and two (2) telephone lines. Use of these facilities and equipment will be in accordance with applicable laws and regulations.

**SECTION 7.** The Employer will provide access to bulletin boards where bargaining unit employees work at APG. All material posted on bulletin boards must not violate any law, provision of this Agreement, security procedures, regulations of higher authority, or contain obscene or libelous material.

**SECTION 8.** Outside of the facility designated for Union utilization, the Employer will endeavor to have signs placed identifying the building as "Union Hall" and list the names of the Labor Organizations assigned to the facility. Signs will also be placed strategically directing employees to the Union Hall.

**SECTION 9.** While communications from the Union to or from its BUEs will normally be done by use of the bulletin board, the Union may occasionally communicate en masse, or individually, through the use of Government Email. This method of communication is consistently proven to be the most efficient/effective means of making contact with BUEs for the Union's representational business. Any information shared via the employee's government email address must be permitted under 5 U.S.C. Chapter 71 and must also comport with applicable law, rules, regulations, and security procedures and Article 5, Section 11 (Rights and Obligations of the Union) of this CBA.

## **ARTICLE 11**

### **UNION REPRESENTATIVES AND OTHERS PERMITTED ON GOVERNMENT PROPERTY**

The Employer agrees to recognize representatives of the NFFE National Office, Employees of the Union, attorneys, and other Representatives that are duly authorized in writing by the Union. These individuals will be permitted on the premises of the Employer for representational matters and Union activities provided they conform to the Employer's security regulations.

## **ARTICLE 12**

### **MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

**SECTION 1.** In the administration of all matters covered by the CBA, the Employer, Union, and Employees are governed by (1) existing or future laws, (2) regulations of government-wide authorities, and (3) Employer policies as negotiated and agreed to by the Union.

**SECTION 2.** It is understood and agreed that either Party may initiate discussion on all matters within the scope of collective bargaining. Submission of proposed personnel policies, procedures, and conditions of employment, does not automatically open re-negotiations of the CBA. Proposed changes will be exchanged between the Parties prior to dissemination and implementation. The Parties, if they determine appropriate, will submit their proposals for negotiation within fifteen (15) calendar days after receipt of notice of the change, and negotiations, if necessary, will commence within fifteen (15) calendar days after receipt of the Parties'

proposal(s). The Parties will comply with 5 USC Chapter 71 in implementing changes.

**SECTION 3.** The Employer agrees to provide the Union the opportunity to comment on changes in mission, organization, and functions. Sufficient information will be provided to permit full and proper discussion and form a basis to prepare proposals and negotiate on the impact of the decision. This consultation will not be construed to limit the Employer's prerogatives to act. In such matters, the Employer will endeavor to provide thirty (30) calendar days' advance notice. This does not apply to Article 31, Reduction in Force/Transfer of Function.

**SECTION 4.** All time limits herein may be changed by mutual consent.

### **ARTICLE 13 OFFICE MOVES**

**SECTION 1.** Reasons for moving an employee's desk/cubicle/office should be work-related, such as to retain cohesiveness of a team/branch/division, or for organizational changes determined by the Employer. Written notice of the proposed movement (i.e., employee name, Bldg. #, floor #, office #, cubicle #, both to and from) will be forwarded to the Union and affected employees simultaneously. This notice will include the following language: "You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Collective Bargaining Agreement between the United States Army Command, Control, Communications, Computers, Cyber, Intelligence, Surveillance, and Reconnaissance (C5ISR) Center; United States Army Communications-Electronics Command (CECOM); and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to contact NFFE for assistance by mail, the Union address is P.O. Box 625, Aberdeen Proving Ground, Maryland 21005-0625; or via telephone at (410) 278-2456; or via E-mail at [usarmy.apg.cecom.mbx.nffe-local-476@mail.mil](mailto:usarmy.apg.cecom.mbx.nffe-local-476@mail.mil); or browse to [nffe476.org](http://nffe476.org) for other contact options."

No movement will be made until the Union has been afforded seven (7) calendar days after receipt of the notice to respond. The movement will not be implemented until all labor obligations have been met IAW 5 U.S.C. Chapter 71.

**SECTION 2.** Employees may request to be moved to a different desk/cubicle/office. If management concurs with the move to an available vacant space, then the move may be implemented immediately after notifying the union.

### **ARTICLE 14 NEGOTIATIONS DURING THE TERM OF THE AGREEMENT FOR UNION PROPOSED CHANGES**

#### **SECTION 1.**

a. Union initiated mid-term bargaining will address negotiable subjects of bargaining as defined by 5 U.S.C. Chapter 71 and applicable case law. This is not a tool to reopen the CBA.

b. The Union will provide Management with reasonable advance notice of its desire to engage in Union initiated bargaining.

(1) Information included in the notification will include, at minimum:

- (a) A clear statement of the Union's intent.
- (b) A brief explanation of the Union's implementation strategy.
- (c) A brief explanation of the purpose of the proposed change.
- (d) The proposed implementation date.

(e) Identification of the impacted BUEs, either individually or as groups, e.g. all BUEs in building 6002.

c. The Union may initiate mid-term bargaining on a quarterly basis (i.e., four times per year), using the effective date of the CBA as the beginning of the first quarter. Failure by the Union to elect midterm bargaining in any quarter will constitute a waiver by the Union to do so.

**SECTION 2.** Process:

a. Informal discussion may be used in pursuit of agreements for Union-proposed changes. If agreement to informally discuss Union proposed changes is not achieved, or if the informal process is no longer agreeable, either Party may sever the informal discussion and effectuate their right to engage in the formal bargaining process.

b. Formal Process:

(1) The Employer, if it deems appropriate to do so, will submit a demand to bargain the proposed change(s) within ten (10) business days of receipt of the written notification. The expected medium through which written notification will be sent is electronic mail; other media may be used if necessary.

(2) When email is used, transmission of the proposed changes to the Employer's designated Labor Relations Specialists, and the email address of any other Employer designee shall constitute receipt by the Agency for the purpose of determining the beginning and end of the ten (10) business day period. When other media are used, the beginning and end of the ten (10) business day period shall be determined IAW the date the notification is received.

(3) Failure by the Employer to submit a demand to bargain within the ten (10) business day period shall indicate no intent to bargain the proposed change(s). This excludes situations in which the Union's proposals involve matters considered by the FLRA as permissive topics of bargaining under 5 U.S.C. 7106(b)(1), in which case the Union is obligated to receive express written intent from the Employer to waive an intent to bargain. If the Union's proposed change is otherwise legal and not in violation of any law, statute, Executive Order, or government-wide rule or regulations, the proposal will be adopted.

(4) If the Employer notifies the Union it needs clarification regarding the proposed changes prior to submitting a demand to bargain, the Employer must furnish notice of the desire for clarification within five (5) business days of receiving written notification. The Parties will hold a meeting for clarification within five (5) business days of the Employer's request. If, after the meeting for clarification is complete and the Employer determines that it wishes to bargain IAW 5 U.S.C. Chapter 71, the Employer shall have ten (10) business days to submit a timely demand to bargain.

(5) The Agency's demand to bargain will include, at minimum, the following:

(a) A written statement from the Employer asserting its right to bargain IAW 5 U.S.C. Chapter 71.

(b) Any and all initial proposals relating to the content of the notice received. NOTE: Additional proposals may be submitted in response to new or additional information throughout the bargaining process.

(6) After the demand to bargain has been submitted, the Union shall inform the Employer of any concerns in response to proposals submitted within ten (10) business days of receipt of the proposals. The Parties agree to attempt to resolve disputes over the Employer's proposals applicable to this provision informally, where agreeable, but where the Parties elect not resolve proposal disputes informally, they will defer to appropriate procedures IAW 5 U.S.C. Chapter 71, applicable FLRA regulations, and the CBA.

(7) Per Article 3, Section 7 of this CBA, separately negotiated agreements negotiated under this article shall become subject to all other terms of this CBA (e.g., Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 8 (Matters Appropriate

for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 15 JOB CLASSIFICATION**

**SECTION 1.** The Parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer agrees to maintain position descriptions, which accurately reflect the major duties and responsibilities assigned to BUEs on a regular and recurring basis.

### **SECTION 2.** Position Descriptions:

a. The Employer will utilize position descriptions (PDs) which accurately reflect the major duties and responsibilities assigned to BUEs. Employees may access a copy of their PD at any time via Civilian Personnel On-Line (CPOL <https://acpol.army.mil/ako/cpolmain/>). If and/or when the original PD is officially revised to reflect significant changes, the employee will be furnished a copy of the new PD.

b. When an employee has concerns regarding the appropriate classification (i.e., title, series, grade/pay band, duties) of their position, the employee will inform their immediate Supervisor. The Employer will discuss the matter with the employee and explain the basis on which the position was classified. Questions by an employee about the appropriate classification of a PD, however, shall not be grounds for employee refusal to perform tasks assigned by the Supervisor. If an employee remains concerned about the classification of their position after discussion with the Supervisor, they may request that an audit be performed. If an audit is determined to be appropriate, the employee will be notified as to the anticipated start date of the audit. The Employer will discuss the matter with the employee and explain the audit results.

c. Where there is a statutory duty to bargain the impact of classification activity on employee(s), the Employer will provide notice and an opportunity to bargain consistent with the procedures in Article 12 (Matters Appropriate for Consultation and Negotiations).

d. If a classification audit results in a position being reclassified at a lower grade, affected employees will be given advance notice before the action is taken.

### **SECTION 3.** Classification Appeals:

a. Employees have the right to appeal Classification decisions to OPM. Upon request, the Employer will provide any employee the information on the procedures for filing classification appeals to the Agency or directly to OPM.

b. An employee who files a classification appeal to the Agency or OPM is entitled to a copy of the decision. Copies of documentation related to OPM's decision (e.g. the position description, analysis/evaluation reports, organizational and functional information and other official information related to classification of the position) will be provided to the employee, if available.

### **SECTION 4.** Effective Date

Changes in grade/pay band level, based on reclassification resulting from action other than OPM appeals, will be effective on the first pay period following final approval of the action.

## **ARTICLE 16 TECHNICAL EQUIPMENT**

### **SECTION 1.**

a. The Employer will endeavor to provide the BUEs with equipment (to include hardware and software) and services that are mission capable and performant. Should an employee experience computer hardware or software issues, the employee will notify the Army Enterprise Service Desk (1-866-335-2769), their Information

Management Officer (IMO), and their team leader or Supervisor, or if the team leader or Supervisor is unavailable, the employee will notify their next level Supervisor. BUEs will not be held responsible for hardware/software or service failures beyond their control.

b. If any issues concerning computer access, hardware, or software prevent the employee from completing their work, the employee will notify their team leader or Supervisor, or if the team leader or Supervisor is unavailable, the employee will notify their next level Supervisor. If the employee is experiencing issues away from APG, employees may be required to bring their equipment to APG for service.

## **ARTICLE 17 ACQDEMO**

**SECTION 1.** This Article concerns the topic of the Acquisition Demonstration (AcqDemo) pay and performance system as described in the current Memorandum of Agreement (MOA) between the Union and CECOM and in government-wide laws and regulations.

**SECTION 2.** The Parties agree that a duty to bargain over the topic of this Article exists and furthermore that this topic should be negotiated separately between CECOM and NFFE 476.

**SECTION 3.** The Parties agree to attempt to achieve separate agreements (Article 3, Section 7) covering the topic of this Article both informally and at the level of recognition established in Section 2. Until new agreements are reached, the current MOA referred to in Section 1 shall remain in full force and effect. Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 4.** Per Article 3, Section 7 of this CBA, a separately negotiated agreement on the subject of this Article shall become subject to all other terms of this CBA (like Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 8 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 18 STRL PAY DEMO**

**SECTION 1.** This Article concerns the topic of the Science and Technology Reinvention Laboratory (STRL) Demonstration pay and performance system as described in the current Memorandum of Agreement (MOA) between the Union and the C5ISR Center and in government-wide laws and regulations.

**SECTION 2.** The Parties agree that a duty to bargain over the topic of this Article exists and furthermore that this topic should be negotiated separately between C5ISR Center and NFFE 476.

**SECTION 3.** The Parties agree to attempt to achieve separate agreements (Article 3, Section 7) covering the topic of this Article both informally and at the level of recognition established in Section 2. Until new agreements are reached, the current MOA referred to in Section 1 shall remain in full force and effect. Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 4.** Per Article 3, Section 7 of this CBA, a separately negotiated agreement on the subject of this Article shall become subject to all other terms of this CBA (like Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 12 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 19 EMPLOYEE AWARDS**

**SECTION 1.** This Article concerns the topic of employee awards that are not part of pay demonstration systems covering the BUEs. These awards may be IAW AR 672-20 or other authorities. Commanders and management officials will confer, consult, and negotiate with unions holding exclusive recognition, as appropriate, on the implementation and operations of the incentive awards program.

**SECTION 2.** The Parties agree to attempt to achieve separate agreements (see Article 3, Section 7) covering the topic of this Article through informal bargaining at the level of recognition, i.e., CECOM and NFFE 476 and/or the C5ISR Center and NFFE 476. Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 3.** Either Party may unilaterally terminate the informal discussion process once it has begun, and has the right to demand formal negotiation at the level of recognition established in Section 2.

**SECTION 4.** Per Article 3, Section 7 of this CBA, a separately negotiated agreement on the subject of this Article shall become subject to all other terms of this CBA (like Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 12 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 20 EMPLOYEE PERSONNEL RECORDS**

**SECTION 1.** This Article applies to Electronic Official Personnel Folders (eOPFs) and Supervisory Work Folders.

**SECTION 2.** An employee's eOPF is available by accessing MyBiz located under the Employee tab found in the Civilian Personnel Online Portal.

**SECTION 3.** Consistent with 5 CFR § 297 Subpart C, the employee has the right to provide information for inclusion in their eOPF. It is understood there are limits on what can be maintained in the eOPF. Further details can be provided by CPAC.

**SECTION 4.** Administration of employee records maintained by the Employer shall be IAW governing laws and government wide regulations.

**SECTION 5.** In the event a Supervisor elects to maintain a work folder on an employee, it shall be limited to documents and records the Supervisor believes are pertinent to the Supervisor and the employee IAW applicable law, rule, or regulation. Such records must be retained in a secure location in order to prevent disclosure. Employees have the right to view the contents of the Supervisory Work Folder upon request and may provide comments and information relevant to the contents of the work folder for inclusion in the file. Materials in Supervisory Work Folders, which are no longer pertinent to the Supervisor and employee, shall be destroyed. Upon change of a Supervisor, the entire Supervisory Work Folder will be transferred to the new Supervisor.

When the Supervisor becomes aware of an issue to be included in the work folder, the Supervisor shall record it in the work folder, preferably with the date of its inclusion. Employees have the right to make copies of the contents of the Supervisory Work Folder.

**SECTION 6.** Supervisory notes (memory joggers) are for the sole use of the Supervisor and not part of the Supervisory Work Folder and will not be transferred to the new Supervisor in the event the employee is transferred.

**SECTION 7.** The Union will be given access to an employee's personnel records when accompanied by a written statement from the employee giving authorization for release of such records.

## **ARTICLE 21 PROBATIONARY EMPLOYEES**

**SECTION 1.** The Employer agrees to provide probationary employees with the opportunity to develop and demonstrate their proficiency. During this probationary period, communication between the Supervisor and the employee is encouraged.

**SECTION 2.** When the Employer decides to terminate a bargaining unit employee serving a probationary or trial period because their performance or conduct fails to demonstrate fitness or qualifications for continued employment, the Employer shall terminate the employee by notifying the employee in writing as to why they are being separated and the effective date of the action. The information in the notice will, at a minimum, consist of the Employer's conclusion as to the inadequacies of their performance or conduct.

**SECTION 3.** When the Employer proposes to terminate a BUE serving a probationary or trial period for reasons based in whole or in part on conditions arising before appointment (i.e. suitability) the notice of proposed action will be IAW applicable laws, rules, and regulations.

**SECTION 4.** Probationary employees have the right to union representation as specified in this Agreement and pursuant to applicable law.

## **ARTICLE 22 PART-TIME EMPLOYEES**

**SECTION 1.** This Article sets forth the different provisions applicable to Title 5 part-time employees. Part-time employees are also covered by the terms of other Articles in this Agreement to the extent consistent with applicable laws and regulations.

### **SECTION 2.**

a. Part-time employees are defined by OPM and 5 CFR 340.

b. A part-time employee's hours may be extended beyond the 32 hour limitation for short periods of time to accommodate unexpected workloads or to provide necessary training. The Employer should not assign extra hours for more than four pay periods without considering whether to establish a temporary or permanent full time position in lieu of such assignment.

c. The Employer understands situations arise in which employees are unable to meet the requirements of the standard workweek, therefore, management has the ability to allow an employee to work on a part-time schedule. However, the Employer must first consider mission requirements and staffing needs prior to approving a request for a part-time schedule.

d. Employees who wish to have more information regarding part-time options are encouraged to contact their union representative.

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

f. If the Employer proposes to convert any full-time positions to part-time, the Employer agrees to meet any labor obligation in accordance with 5 U.S.C. 7106(b)(2) or (3).

g. A full-time employee shall not be required to accept part-time employment as a condition of continued employment. This does not preclude offering a part-time vacancy to a full-time employee in lieu of separation during a reduction-in-force.

h. An employee may request a temporary or permanent adjustment of an established part-time work schedule based on personal need or to permit participation in Agency approved details, other assignments, or training. The Employer will give full consideration to such request as described in paragraph e above.

i. The Employer agrees to provide part-time and full time employees on the same tour of duty equivalent access to employee activities, e.g., health facilities, and not to deny opportunities for attendance at Agency approved training courses solely because of part-time status.

j. Transitioning from full time to part-time may have an effect on employee entitlements, to include, but not be limited to, retirement, career tenure, completion of probationary period, within-grade increases, leave category rate, and time-in-grade restrictions on advancement. Prior to an employee accepting conversion to part-time status, the Employer will advise the employee in writing of the effects of converting to part-time employment as it relates to employee benefits.

k. Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Employer agrees to fully consider the employee's request as described in paragraph e above.

## **ARTICLE 23 MULTILINGUAL/BILINGUAL EMPLOYEES**

### **SECTION 1.** Purpose and Scope:

a. This Article covers those employees who occupy positions that require the possession and use of multilingual or bilingual skills.

b. This Article also applies to employees who use multilingual/bilingual skills in their jobs.

c. Management will continue to give consideration to multilingual/bilingual employees for details, reassignments, leave approval, hours of work or any other conditions of employment, like all other employees.

d. Employees will not be disadvantaged in any condition of employment as a result of their use of multilingual/bilingual skills in their job.

e. Provisions of this Article also cover the use of languages other than English in the workplace.

### **SECTION 2.** Definitions:

a. Multilingual/bilingual means proficiency in a language or languages, in addition to English. This definition also includes American Sign Language.

b. Multilingual/bilingual skills and duties may include speaking, understanding, reading and writing.

### **SECTION 3.** Appraisal Considerations:

a. The Parties recognize that multilingual/bilingual duties may incorporate an additional workload for affected employees and that multilingual/bilingual duties often involve additional time, effort, and case complexities. For the purposes of assigning work and appraising employee performance the Employer agrees to consider the additional effort that may be required by multilingual/bilingual employees.



b. Progress reviews will reflect multilingual/bilingual performance contributions as appropriate, under applicable performance plans.

**SECTION 4.** Multilingual/bilingual service accomplishments may be an appropriate basis for the grant of awards.

**SECTION 5.** "Speak English Only" Rules:

a. EEOC Regulation 29 C.F.R. 1606.7(a) provides that a rule requiring employees to speak only English at all times in the workplace is a burdensome term and condition of employment. Such a rule is presumed to violate Title VII. Therefore, any "Speak-English-Only" rule that applies to casual conversations between employees on break or not performing a job duty would be unlawful.

b. As of the date this CBA was approved, no "Speak English Only" rules, regulations or policies impact covered BUEs. In the event the Employer wishes to implement any "Speak English Only" rules into environments in which BUEs work, the Employer agrees to provide the Union with notice and an opportunity to bargain IAW Article 12 (Matters Appropriate for Consultation and Negotiations) of this CBA.

## **ARTICLE 24 CAREER PROGRAMS AND CAREER COUNSELING**

**SECTION 1.** The Employer recognizes the need to provide training, education and development at various stages of an Employee's career to maintain competence, improve job performance and build skill sets for career enhancement. Continuous career development related to the Agency's mission, goals, objectives, and needs, as well as employee's work and career goals shall be encouraged. The Employer agrees to consider the views of the Union on training and development programs.

**SECTION 2.** To the maximum extent possible, the Employer shall schedule training courses, seminars, conferences, and meetings during work hours. The Employer will endeavor to provide training that does not require travel. The Employer and Employee should maintain an open dialogue to schedule training and communicate about any conflicts that may arise. If a mission requirement should result in the cancellation or deferment of a required training, management will consider those mission-based circumstances prior to proposing/enforcing any disciplinary action related to the failure of an Employee to complete a required training within the applicable suspense date(s).

**SECTION 3.** The Employer agrees, consistent with law and regulation, to reimburse expenses incurred by an Employee in approved educational programs. Partial or full reimbursement shall be in accordance with existing policies and regulations.

**SECTION 4.** The Parties agree that mentoring may provide benefits to BUEs. The purpose of mentoring is to foster the achievement of career goals and increase employee job proficiency. With Supervisory approval, mentors and mentees may be allowed a specific amount of time for mentoring that the Supervisor determines will not substantially interfere with performance of their (mentors' and mentees') duties. Mentoring relationships are purely voluntary and may be terminated at any time by either the mentor or mentee.

**SECTION 5.** The Employer will consider Union training that is beneficial for employee professional or acquisition career development in the same manner that college or training courses are evaluated for Continuous Learning Points (CLPs) on an employee's Individual Development Plan (IDP).

**SECTION 6.** The Employer, at the time that this CBA is signed, has no training committee(s) either at an Activity-level or together. Should either Activity establish a training committee, the Employer will provide notice to the Union of the establishment of any such committee(s) and the Employer agrees to accept input and consider any Union views that it wishes to present to the committee(s).

## ARTICLE 25

### DETAILS, DEVELOPMENTAL ASSIGNMENTS, TEMPORARY ASSIGNMENTS AND VOLUNTARY CHANGES

**SECTION 1.** The Parties agree that Details, Developmental Assignments, Temporary Assignments, and Voluntary Changes are inextricably linked to participation in Pay Demonstration Projects, which are different depending upon whether the NFFE BUE is employed by the C5ISR Center or CECOM.

**SECTION 2.** The Parties agree to attempt to achieve separate agreements (see Article 3, Section 7) covering the topic of this Article through informal bargaining at the level of recognition, i.e., CECOM and NFFE 476 and/or the C5ISR Center and NFFE 476. Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 3.** Either Party may unilaterally terminate the informal discussion process in Section 2 once it has begun, and may demand formal negotiation at the level of recognition.

**SECTION 4.** Per Article 3, Section 7 of this CBA, separately negotiated agreements on the topic of this article shall become subject to all other terms of this CBA (e.g., Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 12 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## ARTICLE 26

### PUBLISHING TECHNICAL PAPERS AND INTELLECTUAL PROPERTY

Employees who work in scientific and engineering fields may seek patent protection for inventions and publish research to the academic community. When an Employee pursues patent protection for an invention, the Employer will adhere to all Departments of Defense and Army regulations, which establish policy and procedures concerning the acquisition, protection, transfer and use of patents, copyrights, or other applicable intellectual property. Employees must follow Employer policies concerning pre-publication review of any papers, which concern their work for the Department of the Army, that they wish to publish. The Employer will not restrict publication once cleared by the Employer's pre-publication review.

## ARTICLE 27

### EMPLOYEE TESTS

**SECTION 1.** Should the Employer decide to administer any test to a BUE in connection with an employment application to further evaluate the BUE's job-related competencies/knowledge, skills, and abilities for a Bargaining Unit position, the Union will be notified and provided a copy of the test.

**SECTION 2.** Duty Time. BUEs will be granted duty time to take Agency-required internal tests that may be used for promotion and/or placement into a Bargaining Unit position. These tests will be uniformly applied to all Bargaining Unit applicants for the specified Bargaining Unit position.

**SECTION 3.** Security Testing. The Parties agree that it may be prudent to test organizational and facility security with cyber testing, social engineering, and other such techniques. Employees who are found vulnerable during these events will be retrained and may be subject to disciplinary actions.

**SECTION 4.** Drug Testing. Substance abuse contributes to high-risk behaviors, runs counter to Army Values and erodes personal readiness. The comprehensive Army Substance Abuse Program (see AR 600-85) is composed of integrated functions that include deterrence, drug testing, prevention and training and substance abuse disorder treatment. Education of employees and rehabilitation of substance abusers shall be given high priority with the hope of helping employees to receive the treatment they need and return them to productive employment.

- a. Where not explicitly addressed in this CBA, drug testing of BUEs will conform to Army Regulation 600-85.

b. Drug testing of employees shall be for legitimate purposes and not be used for harassment or other illegitimate or illegal purposes.

c. When a Supervisor suspects that an employee may have a substance abuse problem, the Supervisor may, in accordance with regulations, counsel and advise the employee to seek help, through resources such as the Employee Assistance Program (Article 33).

d. To complement the Army Substance Abuse Program, to help eliminate the adverse effects of illegal drug use in the workplace, and pursuant to Executive Order 12564, a voluntary referral procedure is established to encourage illegal drug users to seek counseling and rehabilitation without the risk of disciplinary action. This is referred to as providing the employee "safe harbor." Accordingly, any employee who voluntarily identifies themselves as a user of illegal drugs will be provided "safe harbor" and be exempt from disciplinary action for the admitted acts of illegal drug use, including possession incidental to such use, provided the employee does the following:

(1) Voluntarily makes such disclosure to a superior official prior to being identified through other means and prior to being notified that they are scheduled for a drug test;

(2) Obtains counseling and rehabilitation;

(3) Agrees to be tested by the activity during counseling and rehabilitation and during the post-treatment and evaluation phase;

(4) Consents, in writing, to the release of any and all counseling or rehabilitation records, including urinalysis test results, which have a bearing on the treatment, prognosis, and outcome of the substance abuse for which the employee is being treated.

(5) Thereafter refrains from using illegal drugs.

This subsection (d), however, does not preclude the Employer from taking disciplinary actions against an Employee for conduct not covered by the "safe harbor."

e. Position Descriptions for certain sensitive positions will state that employees who occupy that position may be subject to random drug testing. However, this does not preclude the agency from ordering drug testing or evaluations of any employee in appropriate circumstances. IAW the Army Substance Abuse Program (ASAP) the Employer will provide drug awareness training for employees assigned to Test Designated Positions (TDPs) and Supervisors of employees in TDPs.

f. The Employer may direct a BUE to take a drug test when there is a "reasonable suspicion" that the BUE may have used illegal drugs, whether on or off duty. Whenever the Employer directs a BUE to take a drug test for "reasonable suspicion," the Employer shall tell the BUE that the test is for "reasonable suspicion," within 24 hours of the test. When the Employer directs a BUE to undergo a drug test, the Employer shall arrange for safe transportation to and from the collection site.

g. Employees shall be compensated, via overtime or compensatory time in accordance with law, rule and regulation if testing exceeds their regularly scheduled duty hours.

h. If an employee or Union representative notifies the Employer of a potential compromise (i.e., significant procedural violation) to the integrity of the collection and testing procedures, the Employer shall review and address the concern raised. The Employer shall make a good faith effort to rectify any adverse action resulting from an erroneous lab result.

## **ARTICLE 28 INVESTIGATIONS**

**SECTION 1.** Administrative Investigations. When a BUE is questioned during an administrative investigation, the following will apply:

- a. The BUE will be given reasonable advance notice of an investigative meeting;
- b. The BUE may copy any documents presented at the meeting;
- c. Absent exigent circumstances, questioning will be conducted during the normal duty hours of the BUE;
- d. The BUE will be afforded a 10-minute break after every hour of questioning; and
- e. The Union may advise the BUE being questioned.

## **ARTICLE 29 PROMOTIONS**

**SECTION 1.** The Parties agree that Promotions are inextricably linked to participation in Pay Demonstration Projects, which are different depending upon whether the NFFE BUE is employed by the C5ISR Center or CECOM. The Parties further agree that the term (and use of the term) "promotions" is defined by the applicable governing documents for the Pay Demonstration Projects (Federal Registers and associated operating procedures) to which the BUE is assigned.

**SECTION 2.** The Parties agree to attempt to achieve separate agreements (see Article 3, Section 7) covering the topic of this Article through informal bargaining at the level of recognition, i.e., CECOM and NFFE 476 and/or the C5ISR Center and NFFE 476. Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 3.** Either Party may unilaterally terminate the informal discussion process in Section 2 once it has begun, and may demand formal negotiation at the level of recognition.

**SECTION 4.** Per Article 3, Section 7 of this CBA, separately negotiated agreements on promotions shall become subject to all other terms of this CBA (like Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 8 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 30 CONTRACTING OUT**

### **SECTION 1.** Periodic Briefings

The Employer, upon request from the Union, will notify it of the annual date for the Advanced Planning Brief to Industry (APBI), which the Union may attend to learn of the developments in contracting out that may have an impact on bargaining unit members. Periodic reports may always be requested by the Union pursuant to 5 U.S.C. 7114(b) concerning Employer contracting out decisions that will have a substantial impact on the bargaining unit.

### **SECTION 2.** Employee Placement

The Employer will endeavor to avoid or minimize impacts to the bargaining unit, such as adverse actions or separations, from any contracting out decision.

### **SECTION 3.** Inventory of Commercial Activities for Contracting Out

The Federal Activities Inventory Reform (FAIR) Act was enacted in 1998 to create a process for identifying the

functions of the Federal Government that are not inherently governmental. Section 3 of the Act permits an "interested party" defined by the Act to challenge an omission of a particular activity from, or an inclusion of a particular activity on, a list for which a notice of public availability has been published under section 2 of the Act. The Parties retain freedom to avail themselves of arguments for or against the application of the Act when a notice of public availability has been published under the Act.

**SECTION 4.** Union Notification

The Employer agrees to notify and consult with the Union, as required or allowed by law, regarding any anticipated review of a function for contracting out that could affect Bargaining Unit positions. When the Employer determines that unit work will be contracted out, the Employer will notify the Union to provide them an opportunity to request to negotiate as appropriate.

**SECTION 5.** Site Visits

The Employer will notify the local union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by BUEs. A local union representative may attend such a site visit.

**SECTION 6.** When employees are displaced as a result of a decision to contract out, the Employer will follow applicable Agency RIF procedures as outlined in Article 31 (Reduction in Force/Transfer of Function) of this CBA.

**SECTION 7.** The Employer will notify the Union and the affected BUEs IAW with law and regulations of contracting out decisions that have a substantial impact upon BUEs. After receipt of such notice, the Union may submit proposals to the Agency for Impact and Implementation (I&I) bargaining. Upon Union request, the Agency will provide the Union with briefing or informational updates regarding the contracting-out activities. The Union will be given reasonable opportunities to brief BUEs on the status of the contracting-out activities.

**SECTION 8.** The Parties recognize that, IAW Federal Acquisition Regulations (FAR) 7.305 and 52.207-3, contracts shall state that Government personnel who have been or will be adversely affected or separated as a result of award of the contract have the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

**ARTICLE 31  
REDUCTION IN FORCE, TRANSFER OF FUNCTION**

**SECTION 1.** Purpose

This Article establishes and describes the procedures the Employer will take in the event of a reduction-in-force or transfer of function, as defined in this Article. It is also intended to protect the interests of employees while allowing the Employer to exercise its rights and duties in carrying out the mission.

**SECTION 2.** Applicable Laws and Regulations

The policy, procedures, and terminology established in this Article are to be interpreted in conformance with:

- a. 5 U.S.C. §§ 3501-3504
- b. CFR Part 351
- c. 29 CFR § 1614.104
- d. 5 U.S.C. § 7501(2)
- e. 5 CFR 330, Subpart B, Reemployment Priority List (RPL)
- f. Federal Register Notice (FRN) / Vol. 66, No. 210 / October 30, 2001 III. Personnel System

Change, G. Reduction-in-Force (RIF), Procedures for the S&T Reinvention Laboratory Personnel Demonstration Project (S&T Demo) within CECOM/C5ISR CENTER and any applicable and appropriately implemented amendments required by laws or regulations.

g. Federal Register Notice (FRN) 82 FR 52104, dated November 9, 2017. 2017 Federal Register Notice for the Civilian Acquisition Workforce Personnel Demonstration Project (Acq Demo).

**SECTION 3.** Application

The Employer agrees the application of this Article, and laws and regulations relating to any matter in this Article, shall be fair and non-discriminatory.

**SECTION 4.** Definition

For purposes of this Article, the following terms and expressions shall have the following meanings:

a. Reduction-in-Force (RIF) - Release of an employee from his or her competitive level, by separation, demotion, reassignment requiring displacement, when the release is required because of a lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to an erosion of duties when such action will take effect after an Employer has formally announced a RIF in the employee's competitive area.

b. Transfer of Function - The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area affected; or the movement of the competitive areas in which the function is performed to another commuting area.

c. Competitive Area - That part of an Employer within which employees are in competition for retention. S&T Demo and AcqDemo projects' competitive areas are codified in the applicable FRN/Operating Guide.

d. Competitive Level - A competitive level of a RIF consists of all jobs in a competitive area that are so similar in all important respects that the Employer can readily move an employee from one to another without significant training and without loss of productivity or undue interruption.

e. Undue Interruption - A degree of interruption that would prevent the completion of required work within the allowable limits of time and quality. For example, depending upon the pressures of priorities, deadlines, and other demands, an ordinary work program probably would be unduly interrupted if performance of the critical elements of a position were not regained within ninety (90) calendar days.

**SECTION 5.** Freezing of Vacancies

When the Employer decides to fill a vacant unit position after the issuance of a specific notice (no later than sixty (60) calendar days prior to the effective date of the RIF) the following procedure will be utilized: Employees who have been notified they will be demoted or removed by the RIF will be offered the vacancy, provided the employee is qualified or has been given a waiver of qualifications for the intended position and has the highest retention standing as determined IAW applicable law. Employee entitlement to this special consideration shall be determined IAW Section 22 of this Article.

**SECTION 6.** Union Notification

a. Prior to effectuating any of the covered actions under this Article, the Employer shall timely inform the Union.

b. IAW 5 C.F.R. § 351.801(a)(2), formal written notification shall be given to the appropriate union representative. This notification shall be forwarded to the appropriate union representative at least forty-

five (45) calendar days prior to the notice to the affected unit employees.

c. The Employer will provide the Union specific information concerning the matter, to include:

(1) The reasons for the action.

(2) The approximate number of positions affected and their pay plan (GS, WG, or specific demonstration pay bands).

(3) The approximate date of the action.

d. IAW Chapter 71 of Title 5 U.S. Code, the Employer will, upon request, bargain with the Union over the actions covered by this Article.

e. Pursuant to 5 U.S.C. § 7114, the Employer will provide the Union, prior to bargaining, with any requested information normally maintained by the Employer and that is reasonably available and necessary for bargaining.

#### **SECTION 7.** Employee Information

The Employer shall provide complete information needed by employees to understand the action and why it was affected. At a minimum, the Employer shall:

a. Inform all employees as soon as possible of the plans or requirements for the action IAW applicable rules and regulations.

b. Inform all employees of the extent of the affected competitive area, the regulations governing such action and the methods of assistance provided to affected employees.

c. Maintain and publicize a list of vacancies Employer-wide and ensure all employees are aware of the inventory of recruitments available via the appropriate website (as of the date of this contract, USAJOBS).

d. Conduct a placement program within the Employer to minimize the adverse impact on employees who are affected by the RIF. The placement programs will include counseling for employees by qualified management personnel on opportunities and alternatives available to affected employees.

#### **SECTION 8.** Employee Notification

a. For RIFs affecting employees who are identified for transfer of function, separation or change to lower grade by actions stated in this Article they shall be given a specific notice of sixty (60) calendar days prior to the effective date of the action. All such notices shall contain the information required by the Office of Personnel Management (OPM), in addition to information required by this Article.

b. An employee is entitled to a new notice period of sixty (60) calendar days if the Employer decides to take a more severe RIF action than that specified in the original notice with respect to that employee. New notice is not required when the Employer takes a lesser action than that specified in the original notice.

#### **SECTION 9.** Content of Notices

a. Specific Written Notice of Separation Information - The specific written notice of separation shall include, at a minimum, the following information:

(1) The specific action to be taken.

(2) The reasons for the action.

(3) The effective date of the action.

(4) The employee's competitive area, competitive level, subgroup, service computation date and the last three annual performance ratings of record within the last four years (or what is applicable to the appropriate Demonstration Project).

(5) The place where the employee may inspect the regulations and records pertinent to their case and the procedures to be followed.

(6) The reason(s) for retaining a lower standing employee in the same competitive level because of a continuing exception.

(7) The reasons for retaining a lower standing employee in the same competitive level for more than ninety (90) calendar days because of a temporary exception.

(8) Grade and pay retention information.

(9) Notice of eligibility for reemployment and other placement assistance.

(10) Information on benefits (e.g., severance pay, unemployment compensation, health/ life insurance if applicable, lump sum payments).

(11) A statement of their estimated severance pay (if applicable). Severance pay will be paid in the maximum amount allowed under law.

(12) The employee's grievance or appeal rights.

b. In Case of Errors - Employees who contend the specific notice of separation contains errors or is not IAW their employment history may submit their contention to the Employer's human resources office within thirty (30) calendar days of receipt of the notice. Employees are able to review their employment history, tenure group, Service Computation Date, and other pertinent data, via MyBiz, accessible to all Employer's employees at any time. In the event the employee discovers a discrepancy which the employee believes will have an impact on RIF standing it is incumbent on that employee to provide evidence of the discrepancy to the servicing CPAC. This is not meant to alter the provisions of the negotiated grievance procedure.

#### **SECTION 10.** Personnel Files

a. Union Review - The Union may review any BUE's eOPF upon the employee's written request if the employee believes the information used to place him/her on the retention register is inaccurate or incomplete.

b. Time Period for Updating eOPF Information - The Employer will provide a one-time, thirty (30) calendar-day window period prior to issuance of any specific notices for employees to update the information in their eOPF.

#### **SECTION 11.** Retirement Eligibility

The use of exceptions to the order of release regarding sick and annual leave will be IAW the provisions of 5 C.F.R. § 351.608 and other applicable law.

#### **SECTION 12.** Records

The Employer will maintain all lists, records, and information pertaining to actions taken under this Article for at least two (2) years IAW applicable rules and regulations.



**SECTION 13.** Retention Register

A sanitized copy of the retention register (in compliance with the Privacy Act) for BUEs affected by the RIF will be made available to the Union at the same time notices are issued.

**SECTION 14.** Employee Use of Employer Facilities

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of a RIF under this Article will be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment:

- a. Telephone
- b. Reproduction equipment (e.g. copier or printer)
- c. Activity messenger mail
- d. Up to 10 hours of counseling
- e. Use of e-mail

**SECTION 15.** Employee Use of Excused Time

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this Article shall be entitled to reasonable time while otherwise in a duty status without charge to leave for:

- a. Preparing, revising and reproducing job resumes and/or job application forms.
- b. Preparing for employment interviews within the Department of Defense.
- c. Using the telephone to locate suitable employment.
- d. Reviewing announcements, etc. on applicable websites.

**SECTION 16.** Performance Appraisals

a. Determining Eligibility for Additional Credit. Except for employees who are re-rated after a period allowed in 5 CFR 430, annual performance appraisals for purposes of retention standing will be frozen sixty (60) calendar days prior to the effective date of the action. The three (3) latest annual appraisals of record prior to the freeze (or IAW the applicable Demonstration Project rules/processes) will be used to determine eligibility for additional credit toward an employee's service computation date. Only valid annual performance evaluations shall be used. In situations where the Employer has elected to authorize the use of Personnel Demonstration Projects (e.g. Acquisition Demo, or S&T Demo) in the place of the Defense Performance Management Appraisal Program (DPMAP), total performance scores and years of service credit computation is codified in the applicable FRN but may be subject to bargaining, IAW 5 U.S.C. Chapter 71, upon modifications/amendments specifically to the computation of performance scores and service credit.

b. Valid Rating - To be creditable for purposes of computing additional service credit, a rating must have been issued to the employee with all-appropriate reviews and signatures.

**SECTION 17.** Release from Competitive Level

When an employee is to be released from his or her competitive level, the "best offer" is made. The offer will be as close to the employee's current grade/pay band as possible.

**SECTION 18.** Employee Response to Specific Notice

Upon receipt of a specific notice notifying the employee of an offer of reassignment, change to lower grade, or release from a competitive level, the employee has ten (10) business days in which to accept or reject the offer made. If a position with a higher representative rate or grade/pay band (but not higher than the rate or grade/pay band of the employee's current position) becomes available on or before the effective date of the RIF, the Employer will make the better offer to the employee. This offer will not extend the notice period.

**SECTION 19.** Displaced Employees

The Employer shall provide any employee to be separated by RIF or transfer of function with the appropriate information available to them (e.g., unemployment benefits).

**SECTION 20.** Details

Employees on detail will not be released during a RIF from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

**SECTION 21.** Transfer of Function

a. When a transfer of function occurs, the Employer may either:

(1) Solicit volunteers for transfer from among those employees in positions that have been identified for transfer. If there are not enough volunteers from among these affected employees, the Employer may solicit volunteers from the competitive area; or

(2) Offer the transfer to the employees who are occupying the positions being transferred.

b. If the Employer chooses the first option (as in a(1), above) and the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, the losing competitive area shall give preference to the volunteers with the highest retention standing. If the total number of employees who volunteer does not exceed the number of employees required to perform the function in the gaining area, inverse order of retention standing will be used to determine which employees will be transferred. Whenever possible, affected employees who do not volunteer to be transferred shall be reassigned to vacant positions for which they are qualified within the competitive area, or separated at the conclusion of the transfer.

c. In the event of forced reassignments that do not meet the definition of transfer of function, the Employer will notify the Union IAW Article 12 (Matters Appropriate for Consultation and Negotiations) at least sixty (60) business days prior to the effective date of the action.

**SECTION 22.** Special Consideration

a. After the issuance of a specific RIF notice, and before the effective date of the RIF, affected employees notified of a change to lower grade or separation will be placed into vacancies as they occur according to the following procedures:

(1) The Employer makes a determination whether or not to fill the vacancy.

(2) If the vacancy is to be filled, the affected employee with the highest retention standing, who possesses the requisite knowledge, skills and abilities for the position without undue interruption shall be assigned the position.

(3) Employees may not be placed into positions at a higher grade/pay band or that have a higher promotion potential than the position previously held.

b. After the effective date of a RIF, affected employees changed to a lower grade/separated by a RIF will receive special consideration for re-promotion/selection to bargaining unit vacancies as they occur

according to the following criteria:

(1) IAW the provisions set forth in the Department of Defense Priority Placement Program.

(2) Career or career-conditional employees serving under an appointment in the competitive service, separated by a RIF are eligible for the Employer's Reemployment Priority List (RPL) according to the requirements of 5 C.F.R. § 330.203. Eligible employees must submit an appropriate application within thirty (30) calendar days after the RIF separation date and keep the Employer informed of significant changes in information provided in the application.

(a) Career employees may remain on the RPL for two (2) years from the date entered on the list.

(b) Career-conditional employees may remain on the RPL for one (1) year from the date entered on the list.

(3) The Agency will determine whether or not to fill a specific vacancy.

(4) If the vacancy is to be filled, the employee on the RPL with the highest retention standing who possesses the requisite skills and abilities for the position without undue interruption shall be referred to the selecting official for priority consideration, prior to the referral of other candidates who are not on the RPL.

(5) Selecting officials shall give priority consideration to candidates referred under this procedure. In the event that a selecting official declines to select a referred candidate, he or she shall document the reasons for the non-selection in writing.

## **ARTICLE 32 DUES WITHHOLDING**

### **SECTION 1.** Initiating Dues Withholding

The Union and the Employer agree that any eligible Employee who is employed in the Bargaining Unit may authorize an allotment of pay for the payment of dues for membership. The Union agrees to fully inform Employees of the effects and obligations of authorizing such allotments. To authorize an allotment, the Employee must voluntarily complete SF-1187, or its equivalent, and have sufficient compensation to cover the amount of the allotment. If the Employee is acceptable to the Union for membership, an authorized Union official will sign the SF-1187 and provide a copy to the Employer for processing. The Employer will provide points of contact to receive the SF-1187.

### **SECTION 2.** Problems with Dues Withholding

In the event that the Union or an Employee encounters problems with a dues withholding allotment and the matter is brought to the attention of the Employer, the Employer will reasonably provide assistance to resolve the matter.

### **SECTION 3.** Changes to Dues Withholding

The Union will notify the Employer of any changes to the regular dues amount. The new rate will be withheld as soon as possible after receipt of notice, unless the Union specifies a later date. New SF-1187s will not be required.

### **SECTION 4.** Canceling Dues Withholding

Upon request from an Employee, the Employer will furnish and process SF-1188s IAW the terms and conditions specified on the SF-1187s and this Agreement. The change in dues withholding will not become effective until the first pay period which begins on/after the initial twelve month obligation is met.

**ARTICLE 33  
EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.**

a. The Employee Assistance Program (EAP) is an employee benefit established to help employees with problems that may affect their well-being and their ability to do their jobs. The Employer and the Union agree to work together to promote the availability of EAP services when appropriate. An employee who is interested in this program should contact their Supervisor, Human Resources Office, the Union, or Employee Assistance Program coordinators.

b. The purpose of the Department of the Army's EAP is to provide screening/assessment, and short-term problem solving and/or referral services for employees who self-refer or whom management refers for alcohol and/or drug abuse or any other problems that are adversely affecting the employee's job performance and/or conduct. Referral services may include treatment, rehabilitation, follow-up drug testing and reintegration back into the workforce. Adult living problems may include physical, emotional, financial, marital, family, legal, or vocational issues. Employees are encouraged to voluntarily seek assistance at the earliest onset of any sign of alcohol and/or drug abuse or any adult living problem. Supervisors will contact the CPAC when alcohol misuse, drug abuse, or other personal problems are suspected to be adversely affecting an employee's job performance and/or attendance.

**SECTION 2.** A Supervisor who has a reasonable basis for concern for an employee's well-being, or the safety of that employee or others, may suggest the employee report to the EAP on duty time and without charge to leave or loss of pay.

**SECTION 3.** Employee participation in EAP is voluntary. This program is available to all employees and the Parties recognize that employees' participation in this program will be kept confidential consistent with applicable laws, rules, regulations and this Agreement. However, the employee's status/attendance in such a program may be provided to the Employer. Should the Agency become aware of performance or conduct issues as a result of an employee's participation in EAP, the Agency agrees to consider participation as a mitigating factor when making decisions about appropriate disciplinary or adverse actions. The Employee's job security, promotional opportunities, or performance rating will not be jeopardized solely by participating in the EAP's problem solving or referral services. Parties agree this Section does not preclude actions that may be required regarding internal security issues or required follow up administrative actions.

**SECTION 4.** Employees shall be permitted up to one (1) hour of administrative leave for each visit, up to six (6) visits, to meet with an EAP coordinator regarding an adult living problem during the assessment and referral phase of the EAP. Requests will be made to the employee's first line Supervisor in advance before leaving the workplace, where practicable. Absences during duty hours for rehabilitation or treatment must be requested and charged to the appropriate leave category, IAW existing leave procedures and regulations.

**SECTION 5.** The Parties agree there may be times where an employee elects to use or be referred to outside counseling services/treatment. Should any counseling appointment or treatment require an absence from duty, the employee must request appropriate leave IAW established leave procedures (e.g., Annual, Sick, Leave without Pay and/or invoke the Family Medical Leave Act).

However, use of administrative leave is only available for access to EAP IAW Section 4 of this Article.

**SECTION 6.** The Employer will not identify an Employee's participation in EAP in the Employee's eOPF unless the Employee shall raise their participation as a mitigating factor to be considered by a deciding official.

**SECTION 7.** A representative of the Union will be given an opportunity to participate in local training related to the EAP where the subject matter is of concern to the Union.

**ARTICLE 34  
EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The Employer is committed to promoting equal employment opportunity through a positive, continuing effort involving all policies, programs, objectives, practices, and personnel with the goal of a workforce free from discrimination because of race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or over), disability (mental or physical), reprisal or genetic information.

**SECTION 2.** Pursuant to 29 C.F.R. § 1614.605, the following use of time rules apply:

a. Complainants shall have the right to be accompanied, represented, and advised by a representative of complainant's choice. The complainant shall have a reasonable amount of official time, if otherwise on duty, to prepare the complaint and to respond to agency and EEOC requests for information. This official time is not counted against the bank of official time referred to in Article 53 section 2.

b. If the complainant designates another employee of the agency, who is not a Union official, as their representative, the representative shall have a reasonable amount of official time, if otherwise on duty, to prepare the complaint and respond to agency and EEOC requests for information. This official time is not counted against the bank of official time referred to in Article 53 section 2.

c. If the complainant designates another employee of the agency, who is a Union official, as their representative, the representative shall have a reasonable amount of official time, if otherwise on duty, to prepare the complaint and respond to agency and EEOC requests for information. This official time is counted against the bank of official time referred to in Article 53 section 2.

**SECTION 3.** The Employer will post, in conspicuous locations in the workplace and on the organization's intranet site, a current list of EEO resources (counselors and contact information). These postings will contain a link to Union contact information.

**SECTION 4.**

a. The Employer will upon request provide the Union with the Equal Employment Opportunity Commission's (EEOC) Management Directive (MD) 715 policy guidance, standards and reporting requirements. If any of these procedures change, the Employer will inform the Union to the extent required by 5 U.S.C. Chapter 71 prior to implementation.

b. The Employer will upon request provide a copy of the annual EEOC MD 715 Report to the Union for CECOM and DEVCOM (which cover the C5ISR Center).

**SECTION 5.** The Employer agrees to furnish the Union, upon request, a copy of available reports and information with respect to Equal Employment Opportunity accomplishments as well as available data with respect to the distribution of workforce demographics within the Bargaining Unit.

**ARTICLE 35  
DEPENDENT CARE**

**SECTION 1.** Policy and Purpose

The Parties agree to support employees in balancing the responsibilities of work and family. This Article addresses the work life balance flexibilities authorized for employees who may be providing dependent care. The Agency will continue to seek funding to support child care programs for its employees. The employee must meet the eligibility requirements of the program. These programs are not an entitlement and are subject to the availability of funds, which may be discontinued at any time.

**SECTION 2.** Facilities

IAW 40 U.S.C. § 590, the Agency may provide space, equipment, furnishings and other services that the Agency determines necessary to support the operation of each Installation child care facility.

**SECTION 3.** Miscellaneous

The Union will be kept informed of the child care initiatives as required IAW 5 U.S.C. Chapter 71.

**SECTION 4.** Lactation

a. An employee must be granted reasonable time to express breast milk for a nursing child each time she has a need to do so.

b. A bathroom, even if private, is not a permissible location. The location provided must be functional (a small table, a chair, and one electrical outlet) as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public. There should be a sink nearby if there is not one available in the lactation room.

c. Employees will not be required to sign a Lactation Program Agreement to use agency space for lactation purposes. However, employees may be requested to sign an acknowledgement statement regarding use of an agency health unit facility for lactation purposes.

d. Employees who wish to express breast milk and have any questions regarding their right, may contact their union representative or Human Resource Office.

**ARTICLE 36  
EMPLOYEE TRAVEL**

**SECTION 1.** Authorization to Travel

Employees shall obtain advanced approval from their Supervisor prior to starting any travel for an authorized purpose. Should the Agency propose changes to the government travel card program, Joint Travel Regulations (JTR) or local travel policy and there is a duty to bargain under 5 U.S.C. Chapter 71, notice and opportunity to bargain will be provided to the Union.

**SECTION 2.** Compensation and Travel

a. BUEs may be required to perform essential travel away from their official duty station on behalf of the Agency. Travel should be arranged and scheduled so as to minimize the effect of such travel on employees. Travel reimbursement will be paid IAW the DOD Financial Management Regulations and the JTR.

b. To the maximum extent practicable, travel shall be scheduled so that the employee travel occurs during their regularly scheduled work hours. Should this not be possible, the employee shall be compensated accordingly. Such compensations will be IAW applicable law, rule or regulation. The Agency may require an employee to follow the schedule at the temporary duty (TDY) station during the period of travel or work at the TDY location.

c. If an employee becomes aware that the employee cannot travel home during normal duty hours, the employee shall notify their Supervisor. In such circumstances, the employee will be compensated IAW applicable law, rule, or regulation.

d. The Employer will endeavor to provide as much notice as practicable in advance of any Employee travel. If the travel is expected to require employees to be absent from their duty station for two weeks or more, the Employer will strive to give the employee at least fourteen (14) calendar days notification of their date of departure. However, the Parties recognize that customer demands or emergencies may require travel on short advance notice. The Parties will agree to try and keep such short advance notice travel to a minimum.

### **SECTION 3.** Compensatory Time Off for Travel

- a. Employees who receive travel compensatory time will do so IAW applicable laws and regulations. (e.g. 5 CFR 550, Subpart N)
- b. Employees are required to document their time spent in travel.
- c. Requests for compensatory time off for travel will be submitted five (5) business days in advance of initiating travel, unless the travel is to commence in less than five (5) business days, in which case the request shall be made before the travel. Initial submission will estimate the amount of compensatory time for travel the employee will require. At the completion of travel the employee will request and enter the actual compensatory (travel) time in ATAAPS
- d. Disapproved requests will be returned to the employee prior to travel with a verbal explanation or written if requested.
- e. Employees requesting travel compensatory time off will use ATAAPS or equivalent.
- f. Information on Compensatory Time for Travel will be available upon request through the employee's Human Resource Office.

### **SECTION 4.** Reimbursements

- a. To the extent necessary, the Agency will assist employees with the processing of travel orders, travel advances, travel authorizations, travel vouchers, and, if requested, travel arrangements. The Employer will provide employees a reasonable amount of duty time to complete and submit travel related documents. Training and user guides for the web-based travel system are available through the Defense Travel Management Office (DTMO). Should the agency propose changes to the web based travel program and there is a duty to bargain under 5 U.S.C. Chapter 71, notice and opportunity to bargain will be provided to the Union.
- b. The traveler must submit vouchers within five (5) work days upon completion of travel. Management will endeavor to ensure that travel vouchers are approved within five (5) workdays after submission of a travel voucher unless a Supervisor questions items in the voucher. In an effort to pay employees in a timely manner, the Agency will work closely with employees when errors or problems are encountered. It is the employee's responsibility for notifying the travel card contractor when a payment issue occurs. To the extent an employee believes they are not reimbursed for travel expenses in a timely manner, they may pursue whatever remedies are available under Federal law, rule, or regulation (e.g., Prompt Payment Act). If payment is not made within five (5) workdays from the approval of a properly filed travel voucher, the Agency will explain the reason for the delay upon the employee's request.
- c. Electronic notification of travel payments will be issued to employees via the current travel system (e.g., the Defense Travel System).
- d. In the event that a claim for travel expenses is denied in whole or in part, the Agency will notify the employee in a timely manner, normally within five (5) workdays of the denial, and identify the basis for denial. Upon request, management will provide a written explanation. In the event of a partial denial, the Agency will pay the non-disputed expenses and permit the employee to amend and resubmit a voucher to support the disputed item(s).

### **SECTION 5.** Use of Privately Owned Vehicles

BUEs will not be required to use privately owned vehicles (POVs), nor will they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV for Government business, unless such use is made a condition of employment. If the Agency decides to make use of a POV a condition of employment and

there is a duty to bargain under 5 U.S.C. Chapter 71, notice and such opportunity to bargain will be provided to the Union by the Agency.

**SECTION 6.** Official Travel Time

Official travel time away from the Employee's official duty station may be considered hours of work if performed IAW applicable Federal law, rule or regulation (*see, e.g.,* 5 U.S.C. § 5542 and 5 CFR § 550.112). This Section should not be construed to impinge upon any right to travel compensatory time earned as described by applicable law, rule, regulation, and this CBA.

**SECTION 7.** Document and Government Equipment Accountability While Traveling

Employees who take government documents or equipment with them when traveling for work shall preserve and protect the documents, exercising reasonable care of such material or equipment IAW the rules specified by the employee's organization.

**SECTION 8.** If an employee believes there is a mission based reason to have an agency cell phone for official travel, the employee may make an application with their Supervisor. Employees shall be reimbursed reasonable expenses related to communication with their Supervisor such as cell phone or pre-paid minutes used. These mission expenses are typically reimbursed using the miscellaneous payment voucher.

**SECTION 9.** Reasonable Accommodation Considerations

IAW law, employees with a qualified disabling condition, who are in a travel status, and who require the assistance of an attendant will be provided such assistance by the Agency. The reasonable medical accommodation process will be used to make such determinations. It is understood that this reasonable medical accommodation process may need to be expedited IAW the needs of the mission. Where a determination has been made that the attendant is required, travel and per diem for the attendant will be paid by the Agency.

**ARTICLE 37  
SAFETY AND HEALTH**

**SECTION 1.** The Employer will provide and maintain safe working conditions and industrial health protection for all Employees (*e.g.,* ergonomic technology) to the extent it controls those conditions. The Parties agree to work closely on all safety matters and will be alert for unsafe practices, equipment, working conditions, and environmental conditions in all work areas. The Union will encourage all Employees to work in a safe manner and report all known health or safety hazards. The Employer will investigate all safety hazard reports and, if necessary, obtain guidance from a Safety Officer. When known, the Employer will promptly investigate and initiate appropriate corrective action on all health or safety hazards. The Employer will support safety and health through various training, education and awareness opportunities.

**SECTION 2.** The Employer will provide necessary training, required protective equipment and safety devices and ensure employees are equipped to perform the duties they have been assigned.

When an Employee, during the performance of official duties, believes he or she will perform a task which poses an imminent risk of death or serious bodily harm, and the Employee reasonably believes there is an insufficient amount of time to seek effective redress through normal reporting and abatement procedures, the Employee has the right to decline to carry out the task and immediately contact the nearest Supervisor. The Employer shall ensure that no employee will be subjected to reprisal for reporting an unsafe or unhealthy working condition, or for participating in any Agency occupational safety and/or health program.

**SECTION 3.**

a. When an employee suffers a work-related injury or illness, they will, when able, promptly notify their Supervisor who will advise them of their right to apply for benefits under the Federal Employees' Compensation Act (FECA) ([www.ecomp.dol.gov](http://www.ecomp.dol.gov)). Workers compensation claims must be filed IAW timelines set by the Department of Labor. Failure to adhere to the timelines may result in claim denial.



b. Employees will direct any questions regarding their claim to the U.S Department of Labor, Office of Workers' Compensation Programs (OWCP) ([www.dol.gov/owcp](http://www.dol.gov/owcp)).

c. In the event 911 is called to address an employee emergency, the responding emergency medical technician(s) will determine whether and to which medical facility an employee will be transported, if necessary. An employee who is so transported may be responsible for costs of transportation, if any, billed by the ambulance company. If requested by the employee, or if the employee is unable to make the request, the Employer will notify the employee's emergency medical contact(s) in the order provided by the employee. If the Employer is unable to reach an emergency contact live, the Employer may leave a message alerting the contact of the reason for the call.

d. To the extent that information required for a workman's compensation claim is entirely within the Employer's knowledge, the Employer, upon request, shall provide that information in a timely manner. The Employer will refer Employees to their Union representative or any other government resource for any assistance that an Employee may require for filling out a claim form or otherwise filing a workman's compensation claim.

**SECTION 4.** Lifting/Moving Objects - Employees may lift or move objects exclusive of heavy furniture as required. However, if the Employee believes there is a reasonable possibility that an injury will occur, the Employer will provide relief or assistance as necessary.

**SECTION 5.** Adverse Weather Conditions - The Parties agree to follow the instructions of the installation commander regarding installation access in the event of a post closure or weather delay.

**SECTION 6.** Safety inspections - When scheduled safety inspections are made by outside agencies, the Union will be notified and the Union may request that a representative accompany the inspector or inspecting team. The Employer will consider all Union requests for copies of inspection reports and comply whenever possible.

**SECTION 7.** Within a reasonable time after official notification to the employee's emergency contact, the Employer will notify the Union of an on-the-job injury resulting in hospitalization or death of an employee in the Bargaining Unit so that the Union may extend Union benefits to any applicable beneficiary.

**SECTION 8.** A Union representative may accompany the Employer as an observer for all inspections that encompass any areas occupied by bargaining unit employees.

**SECTION 9.** Safety Concerns and Committees. The Employer will identify for the Union a point of contact (POC) by name or position for the Union to raise or report any safety concerns. Upon request, the Employer-designated POC(s) will report on the status and resolution (if warranted) of the safety concern raised by the Union. While the Employer has no safety committee and no obligation to establish one, if the Employer sets up such a committee, the Union may have a member attend regular sessions.

**SECTION 10.** The Parties agree that the Employer shall follow OSHA standards and recommendations with respect to ambient room temperature, relative humidity, noise level, air filtration, and other applicable safety condition(s) defined in OSHA law and regulation. BUEs, who believe that an OSHA standard is not being met by the Employer, may raise the issue with their Supervisor, who shall have the ability to adjust the Employee's duty hours and/or station.

**SECTION 11.** When the Employer receives a report from the Union that a potential dangerous, unhealthful, or unsafe condition is present at a particular worksite, the Employer shall investigate it. If substantiated as a dangerous, unhealthful, or unsafe condition, and if the Employer cannot immediately rectify the condition, the Employer shall timely notify the Union and any affected employees of the alleged dangerous, unsafe, or unhealthful condition.

## **SECTION 12.** Indoor Air Quality

a. The Agency will provide safe, healthful indoor air quality in compliance with applicable laws and industry standards. Individuals with special health needs may be reasonably accommodated.

b. To the extent the Employer is provided advanced notice of the application of insecticides or pesticides inside or in the immediate vicinity of buildings where union employees work, the Employer will provide reasonable notice to the Union.

c. To the extent the Employer has control there will normally be no applications of construction/renovation/maintenance/cleaning chemicals during work hours around the interior of buildings in which BUEs are working. Such chemicals include paint, carpet glue, HVAC cleaning agents and similar construction-like chemicals. However, there may be situations where chemical applications or painting may be done during the workday in isolated areas without disruption to the work environment. In this situation, the designated health and safety representative, as well as the employees, will receive advance notice. Individuals with special needs will be reasonably accommodated.

## **SECTION 13.** Wellness Programs

a. The Office of Personnel Management supports health and physical fitness programs which help employees modify their lifestyles and move toward an optimal state of wellness. They can also produce organizational and employee benefits, such as lower healthcare costs, increased productivity, improved recruitment and retention, reduced absenteeism, and enhanced employee engagement. Worksite health and wellness programs include, but are not limited to, health education, nutrition services, lactation support, physical activity promotion, screenings, vaccinations, traditional occupational health and safety, disease management, and linkages to related employee services.

b. The Parties support the establishment of the Civilian Fitness Program to promote health and physical fitness. Employees are encouraged to establish and maintain a healthy lifestyle to include good nutrition and regular exercise. Subject to the exceptions in subparagraph c. and d. below, the health promotion program places responsibility on employees to use non-duty time, including lunch periods, when participating in health and fitness activities. Supervisors are encouraged to be flexible in arranging employee work schedules to allow employees to pursue individual exercise programs.

c. Short periods of excused absences (not charged to leave) may be granted in instances where the health and/or physical fitness activity is being officially sponsored and administered by the Activity and/or installation. These include, but are not limited to, Federal Fitness Day events, health screening activities conducted by the installation medical facilities, and smoking cessation programs.

d. Employees enrolled in Activity and/or installation sponsored, formal, physical exercise training may be authorized excused absence(s) in compliance with the current Employer policy. In order to qualify for Activity or installation sponsorship, the program must include a pre-program evaluation, continuous monitoring during the program, exercise, and nutritional education. Employee participation is coordinated through each Employer's Wellness Coordinator.

e. Activity's wellness coordinators' names and contact information will be listed on the intranet.

## **SECTION 14.**

a. The Employer agrees to meet any labor obligations and provide applicable documentation regarding management deviations from OSHA standards, government wide rules or Agency standards which affect conditions of employment. This documentation will include copies of any and all documents issued by OSHA or other authority. Upon request, the Agency will provide a list of Risk Assessment Code 3 (RAC 3) safety issues.

b. The Employer, at the request of the Union, will provide a copy of the OSHA form 300A.

c. Upon request, IAW 5 U.S.C. § 7114 (b) (4) the Employer will provide copies of those Safety Data Sheets (SDS) regarding chemicals introduced into the workplace.

d. When a management official determines that exposure to unsafe or unhealthful working conditions, which cannot be immediately corrected, may result in the likelihood of illness or injury, employees will either be assigned work in a safe and healthful area in the same office/building, work from an alternate location, or will be authorized to work from home until such time as the unsafe or unhealthy working conditions are alleviated.

e. Employees are required to follow applicable organizational, Safety and Occupational Health (SOH), OSHA regulations/policies/directives, complete required and assigned SOH training, and report, to the Employer, all known health or safety hazards and mishaps (near misses, first aid responses, accidents, injuries, and property damage).

**SECTION 15.** Safety procedures regarding facility access must take into account people with disabilities IAW Americans with Disabilities Act. Employer will accept input, without reprisal, on how to improve accessibility and safety for persons with disabilities or health problems.

## **ARTICLE 38 DRESS AND APPEARANCE CODE**

**SECTION 1.** Employees are expected to comply with reasonable dress and grooming standards that achieve a balance of professional appearance, comfort, productivity, health, safety, and type of position occupied. When clothing such as coats and ties create discomfort during hot weather and in places where cooling is minimized to conserve energy, the requirements should be suspended, modified, or eliminated.

**SECTION 2.** Ripped or torn clothing, beach attire, clothing with sexually suggestive or obscene language or imagery, and clothing or accessories having depictions which would violate the Hatch Act are all considered to be examples of inappropriate business attire.

**SECTION 3.** Parties agree that under certain circumstances exceptions to this policy may be implemented by the Employer, to include, but not be limited to, morale events, such as picnics or casual dress Fridays. Parties also understand there may be occasional circumstances under which business attire may be required, where it is otherwise not.

**SECTION 4.** Employees are expected to comply with directions that specify attire for the safety of the employee and surrounding employees, such as masks that have been required by the Employer during the existence of a pandemic. Masks may not bear or depict sexually suggestive or obscene language or imagery, but should be appropriate and consistent with business attire.

**SECTION 5.** If the Employer chooses to establish a dress code policy that is different than what is established in this CBA, except in those circumstances identified in Section 4 above, the Employer must fulfill all labor relations obligations prior to implementation.

## **ARTICLE 39 PHYSICAL WORK ENVIRONMENT**

**SECTION 1.** The Employer shall provide Employees such furnishings and accessories in order to perform their assigned mission. Employees with a disability or health concern may request and demonstrate a need for additional accommodations in order to perform the essential functions of their position. All such requests based upon a qualified disability will be treated in accordance with governing law and regulations for reasonable accommodations.

**SECTION 2.** BUEs may suggest changes to the physical work environment to improve ergonomics, efficiency, or morale.

**SECTION 3.** The Union may suggest changes to the physical work environment of BUEs to improve ergonomics, efficiency, or morale.

**SECTION 4.** BUEs, who desire a standing desk in their Federal workspace, may purchase one at their own expense for use in such workspace. The Employer shall not unreasonably prohibit the use of standing desks. Nothing in this section, however, shall preclude a BUE with a qualified disability from making a reasonable accommodation request, which could include the provision of a standing desk. The Employer will consider any such reasonable accommodation request in accordance with governing law and government-wide regulation.

**SECTION 5.** The Employer shall afford BUEs a safe storage area for personal equipment of high value, like cell phones or smart watches, when the Employer requires the BUEs to surrender such equipment before entry into a specified Employer-designated work area. Alternatively, BUEs may secure such devices in a manner acceptable to them (like placing them in a lockbox at their regular work space or locking them in their car).

**SECTION 6.** Employees having concerns with any workplace odor out of the ordinary may raise their concern with their first or second line Supervisor. The Employer shall acknowledge the communication from the Employee.

**SECTION 7.** Smoke Free Environment

a. In keeping with the Parties' concern for the health, safety and well-being of all Army employees, IAW AR 600-63, there shall be no tobacco or e-cigarette use in any Department of the Army (DA) workplace except for in designated smoking areas. The workplace includes any area inside a building or facility over which DA has control, and where work is performed by military personnel, civilians or persons under contract to the Army.

b. Designated smoking areas must comply with the provisions of DODI 1010.15 by being at least 50 feet from any point of building ingress and/or egress into and/or out of the Agency facility, and not in front of building air intake ducts. Designated smoking areas, when possible, will be reasonably accessible to employees and provide a measure of protection from the elements.

c. The Parties agree that they will support employees who are interested in participating in the smoking cessation program. When funds are available, the cost of Agency-sponsored or approved programs will be paid by the Agency. The Employer will permit BUEs to attend smoking cessation programs that are offered by the Agency during duty hours. Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through the Employee Assistance Program (EAP). Employee participation in counseling or cessation programs related to smoking is strictly voluntary.

d. If there are changes to the Agency smoking policy generated by Executive Order, government wide laws, rules or regulations, and there is a duty to bargain under 5 U.S.C. Chapter 71, notice and such opportunity to bargain will be provided consistent with Article 8 (Matters Appropriate for Consultation and Negotiations).

**SECTION 8.** The prevention of violence in the workplace is a mutual concern to both the Agency and the Union. As determined by management, the Agency will take appropriate action to abate unacceptable forms of conduct to ensure a safe work environment.

**ARTICLE 40  
EMERGENCIES**

**SECTION 1.** Management has the right to take whatever actions may be necessary to carry out the mission during emergencies; however, management may have an obligation to bargain over changes to conditions of employment once the emergency ends.

**SECTION 2.** If an emergency situation (defined as one that threatens employee life or limb) arises, the first concern shall be for employees and the public. Should it become necessary to evacuate a building, management will take precautions to protect the safety of employees and visitors to the facility. Individuals will not be readmitted until management determines that the emergency has passed or was a false alarm. When an emergency response team, e.g., police/fire department, is called to respond to any perceived emergency, such team (or their designee) will make the determination when the facility is safe to reoccupy. The Parties agree that if an actual emergency exists or existed, notification will be provided to the union as soon as practicable. The Parties agree, however, that the Agency has no obligation to provide notification of any planned or unplanned evacuation exercises, false alarms, or other event determined to be an unsubstantiated emergency.

Copies of abatement plans and DA Form 4753 shall be provided to the union IAW AR 385-10.

**SECTION 3.** When emergency procedures are invoked, the Union will be notified as soon as possible regarding the circumstances causing the emergency and its expected duration.

**SECTION 4. Emergency Action Plan**

a. Each facility shall have an emergency action plan IAW the applicable regulation made available via hard or electronic copy. The plan will also cover employee procedures in the event of an emergency for example: earthquake, bomb threat, tornado, active shooter. Evacuation drills will be conducted annually.

b. The Employer agrees that the first concern when an employee is injured on the job is to make certain that the individual gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

c. When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Employer will notify emergency services or contact the employee's emergency contact for transportation.

d. First aid service if needed during duty hours should be sought at the local infirmary, clinic, or hospital in near proximity to the workplace.

**SECTION 5.** BUEs are empowered to report emergency situations.

**ARTICLE 41  
LEAVE**

**SECTION 1.** This Article concerns the topic of Leave as covered under 5 U.S.C chapter 6 and as described in the Office of Personnel Management's (OPM's) Federal leave policies and programs and other government-wide laws and regulations.

**SECTION 2.** The Parties agree to attempt to achieve separate agreements (see Article 3, Section 7) covering the topic of this Article through informal bargaining at the level of recognition, i.e., CECOM and NFFE 476 and/or the C5ISR Center and NFFE 476.

Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 3.** Either Party may unilaterally terminate the informal discussion process in Section 2 once it has begun, and may demand formal negotiation at the level of recognition.

**SECTION 4.** Per Article 3, Section 7 of this CBA, separately negotiated agreements on employee leave shall become subject to all other terms of this CBA (like Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 12 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 42 TELEWORK**

**SECTION 1.** This Article concerns the topic of Telework as described in the Office of Personnel Management's (OPM's) Guide to Telework in the Federal Government and other government-wide laws and regulations.

**SECTION 2.** The Parties agree to attempt to achieve separate agreements (see Article 3, Section 7) covering the topic of this Article through informal bargaining at the level of recognition, i.e., CECOM and NFFE 476 and/or the C5ISR Center and NFFE 476. Informal discussion in an attempt to craft agreements on the topic of this Article shall commence at a mutually agreeable time.

**SECTION 3.** Either Party may unilaterally terminate the informal discussion process once it has begun, and has the right to demand formal negotiation at the level of recognition established in Section 2.

**SECTION 4.** Per Article 3, Section 7 of this CBA, a separately negotiated agreement on telework shall become subject to all other terms of this CBA (like Article 2 (Duration and Effective Date of CBA), Article 3 (Legal Interpretation Principles for the Construction of the Terms of this CBA), and Article 12 (Matters Appropriate for Consultation and Negotiation)), if the separately negotiated agreement expressly states, in writing, it should become part of this CBA.

## **ARTICLE 43 ALTERNATIVE WORK SCHEDULE**

**SECTION 1.** The Employer and the Union recognize that AWS programs have the potential to enable Supervisors to meet their program goals while, at the same time, allowing Employees to be more flexible in scheduling their personal activities. As Employees gain greater control over their time, they can, for example, balance work and family responsibilities more easily, become involved in volunteer activities, participate in personal fitness activities, and take advantage of educational opportunities.

**SECTION 2.** Supervisors have the authority to establish or deny flexible work schedules to meet their mission needs and the needs of the Employees. Changes to the Alternative Work Schedule policy/program, at the activity level, are subject to negotiation with the Union IAW OPM regulatory guidance and 5 USC Chapter 71.

**SECTION 3.** All Parties agree to comply with OPM regulatory guidance on AWS. Should the Employer make a change to its Alternative Work Schedule policy/program, the Employer will provide notice and an opportunity to bargain IAW this CBA or law.

## **ARTICLE 44 ADMINISTRATIVE FURLOUGH**

### **SECTION 1.** Definitions

a. An administrative furlough is a planned event by an agency which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Furloughs that would potentially result from sequestration would generally be considered administrative furloughs. An administrative furlough is not a shutdown or emergency furlough.

b. A shutdown furlough (also called an emergency furlough) occurs when there is a lapse in appropriations, and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed. In a shutdown furlough, an affected agency would have to shut down any activities funded by annual appropriations that are not accepted by law. Typically, an agency has very little to no lead time to plan and implement a shutdown furlough.

c. This Article only covers administrative furloughs of 30 days or less.

**SECTION 2.** Governing Laws/Rules and Government-wide Regulations

The Parties agree that the applicable guidance to be applied in the event of an administrative furlough is the latest "OPM Guidance for Administrative Furloughs" and guidance from higher headquarters.

**SECTION 3.** Procedures for Administrative Furlough

a. Notification - No less than 30 days prior to the first day of any BUE being furloughed, the Agency will inform the Union of the intent to implement administrative furloughs. The intent-to-implement information provided will include a listing of the BUEs to be furloughed, the position the employees occupy, the number of hours the employee will be furloughed, and any changes in telework and/or AWS schedules. The Union will be notified of any changes in the number of hours in the furlough schedule. The Union will be notified of any subsequent reductions in the number of work hours in the furlough schedule at least 30 days before implementation. Should the Union have questions about the effect of the furlough upon benefit coverages, the Agency shall, upon request, provide contact information for assistance with such question(s).

b. Bargaining - The Parties agree that the duty to bargain administrative furlough procedures has been met through the establishment of this Article. The terms of this agreement may be modified through the mutual consent of the Parties. Any new Employer policy, processes and/or procedures which are not covered by this agreement may generate a new duty to bargain IAW 5 U.S.C. Chapter 71.

c. Implementation of Administrative Furlough - The Department of the Army or other Executive Branch authority will designate a certain number of discontinuous work days, over a certain time period, with a minimum number of hours of furlough per pay period for each full-time employee. Part-time employees will have furlough service allocation prorated based on work schedule. Employees should not expect to be recompensed in the future for furlough time served. Should the administrative furlough be cancelled in their entirety, the Union will be notified and employees will revert to normal work schedules.

d. To extent practicable, 50% of the workforce impacted by the Administrative Furlough will be furloughed on Mondays and the other 50% of the workforce on Fridays. Employees scheduled for furlough days that fall on a Federal holiday will take their furlough day on the following Federal work day.

e. At the beginning of the designated time period, the use of Alternative Work Schedules (flexible work schedules, compressed work schedules, and credit hours) may cease for the duration of the furlough based on mission requirements. First line Supervisors retain the authority to reassess working conditions, IAW mission requirements, but under no circumstances does the Union grant the Agency the right to unilaterally implement changes in working conditions unrelated to the furlough without meeting statutory or contractual labor obligations.

f. The use of telework may continue through the furlough period. Employees who have more than one (1) telework day per week may be required to substitute one (1) telework day for a furlough day. First line Supervisors retain the authority to reassess the telework agreement, IAW mission requirements. Telework arrangements that are being provided as a reasonable accommodation will remain in place but such employees will still be subject to the furlough.

g. Either the Employer or employees may request exceptions for alternate furlough days within the same pay period on an individual event basis. Approval will be based on mission requirements and/or employee needs, and will be authorized based upon mission requirements. Supervisors will retain decision authority, as they would in the case of requests for leave, if employees request alternate furlough days on an individual event basis. There shall be no duty to bargain changes in a furlough schedule when such changes have been requested by an employee(s).

## **ARTICLE 45 DISCIPLINARY ACTIONS**

**SECTION 1.** The Parties agree that primary emphasis will be placed on preventing situations requiring disciplinary action. Disciplinary action shall be only for such cause as will promote the efficiency of the service and shall be consistent with applicable laws and regulations. When taking actions under this Article, mitigating and aggravating factors will be considered.

**SECTION 2.** A disciplinary action is a suspension of fourteen (14) days or less or a written reprimand.

**SECTION 3.** An Employee shall have the right to Union representation in accordance with the provisions of Article 4, Section 6 of this CBA during any examination of the Employee by a Representative of the Employer in connection with an investigation when the Employee reasonably believes that the examination may result in disciplinary action against the Employee and the Employee requests representation.

**SECTION 4.** When an Employee is issued a notice of proposed formal disciplinary action or Alternative Discipline Agreement (ADA), the notice will make the Employee aware of his or her rights and privileges, to include their right to representation. This notice will include the following language: *"You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Collective Bargaining Agreement between the United States Army Command, Control, Communications, Computers, Cyber, Intelligence, Surveillance, and Reconnaissance (C5ISR) Center; United States Army Communications-Electronics Command (CECOM); and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to, contact NFFE for assistance via mail to P.O. Box 625, Aberdeen Proving Ground, Maryland 21005-0625; or via telephone at (410) 278-2456; or via E-mail at [usarmy.apg.cecom.mbx.nffe-local-476@mail.mil](mailto:usarmy.apg.cecom.mbx.nffe-local-476@mail.mil); or browse to [nffe476.org](http://nffe476.org) for other contact options. An extra copy of this letter is being provided to you to give to your Union, if you wish."*

**SECTION 5.** Disciplinary action will be initiated within a reasonable time, after completion of any investigation. The following timetable applies to formal disciplinary actions, except for written letters of reprimand:

- a. Employer Notice: Twenty (20) calendar days advanced notice of proposed disciplinary action.
- b. Employee Response (Written, oral or both): Fifteen (15) calendar days.
- c. Employer Decision: A written decision will be issued within a reasonable time following receipt of the Employee's response or from the Employee reply due date if no response is received.
- d. The Parties may mutually agree to extend the time limits set forth in the process.

**SECTION 6.** More severe penalties may be imposed for similar or like offenses documented within a reasonable period of time. Nothing in this Article precludes the Employer from implementing a disciplinary action following the decision to take such action.

**SECTION 7.** An Employee will be furnished a copy of the documents that formed the basis for the action upon request and will be given reasonable official duty hours to review them and prepare a reply.

**SECTION 8.** Disciplinary actions are grievable through the Negotiated Grievance Procedures, Article 47. The Employee will be advised of this in the Employer's Decision.

**SECTION 9.** Employees against whom a disciplinary action is proposed are entitled to be represented by the Union. The Employee will, by written notice, inform the Employer of their Representative. Once the designation has been made, all contacts and correspondence will be through the Employee's Representative.



## **ARTICLE 46 ADVERSE ACTIONS**

**SECTION 1.** Adverse actions shall promote the efficiency of the service. Adverse actions against Employees must be based on just cause and be consistent with applicable laws and regulations. For adverse actions requiring a Douglas Factors analysis, the deciding official will consider mitigating and aggravating factors.

**SECTION 2.** An adverse action is:

- a. A removal (for reasons other than unacceptable performance).
- b. A suspension for more than fourteen (14) days.
- c. A reduction in pay schedule/system or pay (for reasons other than unacceptable performance).
- d. A furlough of thirty (30) days or less.

**SECTION 3.** An Employee shall have the right to Union representation in accordance with the provisions of Article 4, Section 6 of this CBA during any examination of the Employee by a Representative of the Employer in connection with an investigation when the Employee reasonably believes that the examination may result in an adverse action against the Employee and the Employee requests representation.

**SECTION 4.** When an Employee is issued a notice of proposed adverse action, the notice will make the Employee aware of his or her rights and privileges, to include their right to representation. This notice will include the following language: *"You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Collective Bargaining Agreement between the United States Army Command, Control, Communications, Computers, Cyber, Intelligence, Surveillance, and Reconnaissance (C5ISR) Center; United States Army Communications-Electronics Command (CECOM); and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to, contact NFFE for assistance via mail to P.O. Box 625, Aberdeen Proving Ground, Maryland 21005-0625; or via telephone at (410) 278-2456; or via E-mail at usarmy.apg.cecom.mbx.nffe-local-476@mail.mil; or browse to nffe476.org for other contact options. An extra copy of this letter is being provided to you to give to your Union, if you wish."*

**SECTION 5.** An adverse action will be initiated within a reasonable time after completion of any investigation. For an investigation that has not resulted in an adverse action, an affected employee may request the status of the investigation on a monthly basis from their Supervisor. The following timetable applies to formal adverse actions:

- a. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and at least 21 calendar days to reply unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 CFR 752.404(d)(1) and (2).
- b. Employer Decision: A written decision will be issued within a reasonable time following receipt of the Employee's response or from the Employee reply due date if no response is received.
- c. The Parties may mutually agree to extend the time limits set forth in the process.

**SECTION 6.** More severe penalties may be imposed for similar or like offenses documented within a reasonable period of time. Nothing in this CBA precludes the Employer from implementing an adverse action following the decision to take such action.

**SECTION 7.** No Employee may be coerced or demanded to retire in lieu of an adverse action.

**SECTION 8.** An Employee will be furnished a copy of the documents that formed the basis for the action upon request and will be given reasonable official duty hours to review them and prepare a reply.

**SECTION 9.** Employees who appeal to the MSPB have the right to a Representative of their choice. The designation of the Employee's Representative will be made by Notice from the Employee. Once the designation has been made, all contacts and correspondence will be through the Employee's Representative.

**SECTION 10.** Adverse actions are grievable through the Negotiated Grievance Procedures, Article 47, or may be appealed to the Merit System Protection Board (MSPB), but not both. The Employee will be advised of this in the Employer's Decision.

## **ARTICLE 47 NEGOTIATED GRIEVANCE PROCEDURES**

**SECTION 1.** The Parties agree that this Article establishes the exclusive procedures available to Employees and the Parties for the processing and settlement of Grievances that fall within its scope, including questions of grievability and arbitrability. The Parties recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. Normally, the expeditious settlement of grievances at the lowest possible level is in the best interest of the Parties. The presentation of a Grievance under this Article shall not preclude the Employer from proceeding with or effecting the matter being grieved pending resolution of the Grievance.

**SECTION 2.** A Grievance, for the purpose of this article, means any complaint filed:

- a. By an Employee concerning any matter relating to their employment.
- b. By the Union concerning any matter relating to the conditions of employment of an Employee or Employees.
- c. By any Employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation or claim of breach of this Agreement.
  - (2) Any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment, which are not excluded in Section 3 below.

**SECTION 3.** The following matters are excluded from this grievance procedure:

- a. Any action which the Employee elects to pursue through another applicable statutory procedure, for example Merit Systems Protection Board (MSPB) appeal.
- b. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities).
- c. Retirement, life insurance, or health insurance matters.
- d. Any examination, certification, or appointment (for example, the separation of an Employee during a probationary or trial period).
- e. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to National Security).
- f. The classification of any position.
- g. The dollar amount of a performance pay out or award.

- h. The extension of, or failure to extend, any probationary period.
- i. Proposed personnel actions.
- j. Failure to be selected from a properly constituted referral list except where non-selection was due to discrimination and/or the conduct of a prohibited personnel practice.
- k. Acquisition and STRL Demonstration project performance grievances where the Union elects to grieve under the business rules or Federal Register provisions of the respective Demonstration performance project (Acquisition Demo for CECOM; STRL Demo for the C5ISR Center). The Union's election to grieve under the business rules or Federal Register provisions of the Demo shall be deemed as the sole path by which the Union may challenge the performance rating. The Union may not thereafter pursue a grievance over the same performance rating under this Article.
- l. Equal Employment Opportunity claims.
- m. The content and interpretation of documents outside the activity such as Army Regulations, DoD Instructions, etc.

**SECTION 4.** In the performance of its representational duties, the Union has the right to be present at all stages of the Grievance procedure and to be provided a copy of any proposal or decision issued. The Grievant may choose to be either self-represented, represented by a Representative designated by the Union, or by a third party of their choosing. Designation will be made by Notice from the Grievant. If the Grievant chooses a third party, then the Grievant must secure written approval from the Union. The Grievant must provide the written approval to the Employer with the Grievance, and any subsequent arbitration that may result, using the sample in Appendix C. Once a Representative is designated, all contacts and correspondence as to the Grievance will be made through the Grievant's Representative. If the designated Representative is changed, then the Grievant or the Union will provide notice to the Employer of said change, in advance if possible.

**SECTION 5.** The Parties may mutually agree to extend the time limits set forth in the grievance process.

**SECTION 6.** The following procedure shall be used in cases of a grievance filed by an Employee and/or the Union on behalf of the Employee:

**Step 1.**

The Grievant or their representative shall present the Grievance by Notice to the Grievant's immediate Supervisor or the lowest level Supervisor in the chain of command who has the authority to resolve the Grievance. The Grievance shall be presented within twenty-one (21) calendar days after the matter that has given rise to the Grievance occurred or the day the Grievant could have reasonably been expected to be aware of the matter giving rise to the Grievance using the sample Step 1 Notice at Appendix D. If the Employer prevents the Grievant from accessing government controlled resources needed to prepare the grievance, the grievance timelines will be held in abeyance until those resources become available. If the suspended Grievant does not have access to the Grievant's government furnished equipment which would impact the ability to present the grievance, the Grievant's representative may seek an extension of time from the Employer to grieve, which the Employer will not unreasonably withhold. The grievance statement will include the basis for the Grievance, the relief sought, and the designation of the Grievant's Representative. The Grievant's immediate Supervisor or the lowest level Supervisor in the chain of command who is authorized to resolve the grievance will issue a written decision to the Grievant within twenty-one (21) calendar days of receipt of the grievance, or notify the Grievant in writing as to the date that the decision will be rendered and the reason(s) for the delay. The Step 1 decision shall identify the Step 2 official.

**Step 2.**

- a. If the Grievant is dissatisfied with the Step 1 response, then the grievance must be presented to the point of

contact identified within the Step 1 Grievance response within twenty one (21) calendar days.

b. If the Employer does not respond to the Step 1 grievance, Step 2 grievances may be presented to the next level Supervisor in the chain of command or the Deputy Director for the C5ISR Center or the Deputy Commanding General for CECOM. The Deputy Director for the C5ISR Center and the Deputy Commanding General for CECOM reserve the right to delegate the responsibility for a Step 2 decision to a lower level.

c. A sample of a Step 2 Notice is included at Appendix D.

The Employer representative designated to hear the Step 2 grievance will issue a written decision to the Grievant within twenty-one (21) calendar days of receipt of the grievance, or notify the Grievant in writing as to the date that the decision will be rendered and the reason(s) for the delay. Such decision will be the final Employer decision for purposes of these procedures. If no response is received from the Employer representative designated to hear the Step 2 grievance within the twenty-one (21) calendar day time frame of the Step 2 grievance, or the Grievant is dissatisfied with the decision of the Employer, the Union can either invoke Alternative Dispute Resolution (Article 48) or Arbitration (Article 49).

**SECTION 7.** If a grievance arises between the Parties, the grievance must be presented by Notice to the Union President or (a) for the C5ISR Center, the Deputy Director or their designee; or (b) for CECOM, the Deputy Commanding General or their designee. The grievance shall be presented within twenty-one (21) calendar days after the matter that has given rise to the grievance occurred or the day the Grievant should have reasonably been aware of the matter giving rise to the grievance (using the sample Step 1 Notice at Appendix D, if desired). The grievance statement will include the basis for the grievance, the relief sought, and the designation of the Grievant's Representative. Within twenty-one (21) calendar days of receipt of the grievance, the Parties will meet and attempt to resolve the grievance. If the grievance is unresolved, the Union President or the Employer representative designated to hear the Union grievance will issue a written decision to the Grievant within twenty-one (21) calendar days of the grievance meeting, or notify the Grievant in writing as to the date that the decision will be rendered and the reason(s) for the delay. Such decision will be the final decision for purposes of these procedures. If no response is received within twenty-one (21) calendar days of the grievance meeting, or the Grievant is dissatisfied with the final decision, the Grievant can invoke Alternative Dispute Resolution (Article 48) or Arbitration (Article 49).

## **ARTICLE 48 ALTERNATIVE DISPUTE RESOLUTION**

### **SECTION 1. General**

a. Alternative Dispute Resolution (ADR) can be a positive approach to settle workplace disputes and is oftentimes less costly and a more expeditious means to settle workplace disputes than arbitration.

b. ADR does not take away any statutory or contractual rights.

c. Participation in ADR is purely voluntary on the part of both Parties.

d. ADR is confidential - The Parties entering into ADR will be advised that the contents of the mediation discussion are confidential. All notes will be destroyed at the close of mediation. Each Party will sign, and be given a copy of, the ADR settlement agreement if a settlement is achieved. The original agreement will be maintained in the Human Resources Office (HRO).

e. Any issue may be presented for mediation, provided that it was previously raised during the Negotiated Grievance Process.

### **SECTION 2. Participants**

The mediation group consists of the disputing Parties, their representatives, and a Federal Mediation and Conciliation Service (FMCS) mediator. The mediator has the ability to request additional

administrative support.

### **SECTION 3.** Procedures

a. At any time, the aggrieved Party (Union or Employer only) will contact the Labor Relations Specialist and/or the union representative in writing to advise them of their request to pursue ADR. Once notified of the request, the opposing party then has three (3) work days to accept or decline the request for ADR. Failure to respond shall be interpreted to mean non-concurrence to proceeding to ADR.

b. If all Parties are agreeable to proceeding to ADR, the Labor Relations Specialist will contact the FMCS to request ADR.

c. The Labor Relations Specialist will coordinate the date/time of the mediation session with the appropriate Parties, and will notify the Parties when a mediation date is set.

d. If the issue is resolved through mediation, two copies of the agreement will be executed and maintained by the Parties.

e. Achievement of an agreement between the Parties means that the issue is resolved and the ADR process is completed.

f. If the issue is not resolved after mediation the Employer or the Union, but not the Employee, may invoke Arbitration proceedings within fourteen (14) calendar days of the date the failed mediation hearing was concluded, or the ADR request is dismissed, denied, or withdrawn by one of the Parties.

**SECTION 4.** Nothing in this Article prevents the Parties from participating in ADR for whatever reason, whenever they mutually agree.

## **ARTICLE 49 ARBITRATION**

**SECTION 1.** If the Employer and the Union fail to settle any grievances processed under the Negotiated Grievance Procedure, the Employer or the Union, but not an individual Employee, may invoke arbitration by Notice to the servicing Labor Relations Specialist within thirty (30) calendar days after issuance of a final decision or lack of one. The Employer or the Union will initiate Notice to invoke arbitration, including the reasons therefor. The Parties may mutually agree to extend the time limits set forth in the arbitration process.

**SECTION 2.** The Parties are encouraged to attempt settlement throughout the process.

**SECTION 3.** The process for selecting an arbitrator and proceeding to hearing shall be as follows:

a. Within fifteen (15) calendar days from the date of the Notice to invoke arbitration, the servicing Labor Relations Specialist will request a list of seven arbitrators from the FMCS. Geographical region will be specified by the Party invoking arbitration. If the Parties mutually agree that the list is unacceptable a second and final list will be requested.

b. Within twenty (20) calendar days following receipt of the list of arbitrators, the Employer or their designee and the Union will select an Arbitrator. If the Parties cannot mutually agree upon one of the listed Arbitrators, the Employer and the Union will alternately strike one name from the list and will repeat this procedure until only one name remains. The decision on who will strike the first name will be decided by the toss of a coin. The remaining Arbitrator shall be the one to hear the case. Within seven (7) calendar days after selection of the arbitrator, the servicing Labor Relations Specialist will notify the FMCS in writing of the Parties' selection. Upon contact by the arbitrator with the Parties, a conference will be held to discuss arrangements for the arbitration hearing.

c. In the event either Party intentionally refuses to participate in the selection of an arbitrator, the other (non-refusing) Party will, upon conclusion of the twenty (20) calendar day period, unilaterally select one of the listed arbitrators to hear the issue(s).

**SECTION 4.** The arbitration hearing, if held, shall be conducted during official duty hours Monday through Friday. The Union's approved witnesses, who are otherwise on duty, shall be excused from duty without loss of pay or charge to annual leave to participate in the arbitration proceedings during the time they are required. If necessary, the tour of duty of any witnesses will be rescheduled to allow attendance at the hearing. Witnesses' tours of duty will be rescheduled only for the time necessary to provide testimony at the hearing. Employees who are witnesses for arbitration will be granted duty time to meet with the Union or Employer Representatives in preparation for arbitration.

**SECTION 5.** The Parties may jointly stipulate the issue(s) to be arbitrated. If the Parties fail to agree on a joint submission of the issue for arbitration, each Party may prepare a separate submission and the arbitrator shall determine the issue(s) to be heard. If either Party intentionally refuses to participate in the hearing, after due notice, the hearing will proceed and the Arbitrator will render a decision based upon the evidence presented. In the presentation of a disciplinary case, the Employer will present its position first. The Parties will request that the arbitrator render a decision as quickly as possible, but not later than thirty (30) calendar days from the closing of the arbitration record. The arbitrator shall not have authority to change, modify, alter or delete any terms of this Agreement, or any supplements thereto. The arbitrator's decision shall be final and binding. Either Party may file an exception to the arbitrator's award with the Federal Labor Relations Authority in accordance with the existing Federal Service Labor-Management Relations Statute. (5 U.S.C. § 7122)

**SECTION 6.** The arbitrator may grant reasonable attorney fees as prescribed in applicable law.

**SECTION 7.** Regardless of outcome, the cost of the Arbitrator will be borne equally by both Parties. The cost of transcription services, where the Parties mutually agree, shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

## **ARTICLE 50 UNFAIR LABOR PRACTICES**

**SECTION 1.** The Employer and the Union understand and agree that the filing of Unfair Labor Practice (ULP) charges or the threat to file an ULP charge are not in the best interest of or conducive to harmonious Labor-Management relations.

### **SECTION 2.**

a. The Employer and the Union agree prior to the filing of any ULP charge with the Authority, the charging Party will notify the other Party of its intention to file. The Parties further agree they will meet within fourteen (14) calendar days of the above notification.

b. Should either Party choose to file a ULP against the other, the filing Party shall provide a copy to the other Party at the time of filing:

(1) For ULPs filed by the Union, a copy shall be provided to Agency's designated Labor Relations Specialist.

(2) For ULPs filed by the Agency, a copy shall be provided to the Local President or designee.

c. If a ULP charge is filed, the Parties shall attempt to arrive at a resolution of the issue during the course of the FLRA proceedings.

**ARTICLE 51  
PARKING AND TRANSPORTATION**

**SECTION 1.** Changes in Parking Arrangements

When changes in current parking arrangements require union notification and bargaining IAW 5 U.S.C. Chapter 71, the Employer will notify the Union and fulfill any obligation to bargain.

**SECTION 2.** Parking Policy

a. The Employer agrees to continue to provide cost-free parking for all BUEs located at Aberdeen Proving Ground. These standards include, but are not limited to:

(1) Lighting – Adequate lighting in all parking areas throughout the facility.

(2) Pedestrian Crosswalks – Crosswalk areas from parking area to facility will be clearly marked.

(3) Signage – Clearly understandable and unobstructed signs (traffic, pedestrian, etc.) will be provided Rally points and accountability areas to be used in the event of fire drills and emergency actions will also be clearly marked.

(4) Problem Reporting – Local procedures will be negotiated for problem reporting, e.g., car lights left on, lights out in the parking lots, damaged or obstructed signs, etc.

(5) The provisions of electronic security measures and security fencing are subjects for bargaining.

b. If events are planned that will make existing parking spots unavailable to BUEs, BUEs may discuss the adverse impacts with their Supervisors.

c. Employees who have difficulty travelling between buildings can discuss the situation with their Supervisors and request an accommodation.

**SECTION 3.** Traffic Violations

a. The Employer will consider providing an employee with administrative leave to cover the period of absence in which an employee was required to take leave to attend court proceedings in reference to a citation for a traffic violation on Aberdeen Proving Ground, if the employee is found by authorities to be not guilty or the charges are dismissed. This time will include reasonable travel time to court. In order to be considered for administrative leave for this time period, an employee must provide documentation showing that the charges were dismissed, or found not guilty, to their immediate Supervisor upon return to the office.

b. Suspension of parking privileges will be for just cause.

**SECTION 4.** Local Travel

Employees who are required to attend a meeting off site (*i.e.*, not on APG North) may submit a local travel voucher request for reimbursement of mileage IAW the JTR and the APG Local Travel Policy. Employees requiring medical accommodations should contact their Supervisor to discuss transportation or other options.

**SECTION 5.** Commute Options

a. The Agency will promote the use of alternative commuting options and provide related information on the Employer's intranet (Example: The Army Mass Transit Benefit Program (MTBP)).

b. The Agency will provide bulletin boards for employees to advertise ridesharing opportunities.

c. The Agency and Union agree that providing bicycle parking is a value in numerous ways such as improving employee health, reducing the carbon footprint, and reducing agency transit subsidy costs. The Employers currently provide bicycle racks throughout the APG North campus. If the demand for bicycle parking exceeds existing space, the Employers will consider providing additional space.

d. The Employers will provide an online intranet (e.g., milSuite or something like it) where employees can create forums to which employees can post information about available car pools, rideshares, etc. Through this forum, employees can communicate amongst themselves to coordinate transportation options, and discuss commuter issues.

**SECTION 6.** Transportation Subsidy

The Agency will continue to provide a public transportation subsidy program for bargaining unit employees subject to the availability of funds. All employees are eligible to apply for a transportation subsidy from the Agency. Employees are eligible to participate in the Employer transportation subsidy program, which will be IAW government-wide rules and regulations.

**ARTICLE 52  
WHISTLEBLOWER**

**SECTION 1.** It is a prohibited personnel practice to engage in reprisal for whistleblowing as defined by § 2302(b) of Title 5 of the United States Code (U.S.C.).

**SECTION 2.** Generally, a person with personnel authority cannot take or fail to take a personnel action with respect to an employee or applicant because of a disclosure of information by the employee that he or she reasonably believes evidences a violation of a law, rule or regulation, gross mismanagement, gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. The prohibition does not apply, however, if the disclosure is barred by law or is specifically required by executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs, except when such a disclosure is made to the Special Counsel, the Inspector General, or a comparable agency official.

**SECTION 3.** Employees who believe they have been subject to retaliation for protected whistleblowing may seek assistance from their chain of command or file a complaint with the U.S. Office of Special Counsel at [www.osc.gov](http://www.osc.gov).

**ARTICLE 53  
OFFICIAL TIME**

**SECTION 1.** The Union may designate such Employees in the unit, as it chooses, to serve in a Representative capacity. Representative duties include, but are not limited to, investigating, preparing and presenting grievances and/or complaints, and representing Bargaining Unit Employees in disciplinary actions and/or adverse actions with the MSPB and the Equal Employment Opportunity Commission (EEOC) and other appropriate forums within the scope of 5 USC Chapter 71. It is mutually understood that this list identifies some of the representational duties that the Union may perform and that not all representational duties are entitled to the use of official time. Additionally, employees are entitled to official time IAW 5 USC § 7131 in an amount agreed to be reasonable, necessary, and in the public interest. The Union shall supply the Employer, in writing, and maintain with the Employer on a current basis, a complete list of all authorized Union Representatives.

**SECTION 2.**

a. Requests for official time must be in writing and must specify (1) the name of the union official requesting time, (2) date and time requested, (3) the location where the time will be used, and (4) the representational function being served.



b. A Supervisor in the official's chain of command will consider the official time request and grant the request unless it is determined that the union representative's presence at their worksite is necessary to meet the chain of command's work requirements. If the Supervisor in the official's chain of command determines that the union representative's presence is necessary to meet the work requirements, the Supervisor in the official's chain of command shall, by the end of the next business day, provide the union representative with a written reason for denial and specify an alternate time that will be permissible for the use of the requested official time. The Employer agrees to extend any timelines affected by the denial of a request for official time. The official will use appropriate official time codes for time and attendance record keeping purposes in the Automated Time Attendance and Production System (ATAAPS).

c. The Union shall be authorized a bank of 1500 hours of Official Time per calendar year for the use of Union representatives, which may also necessitate a reduction of workload. Use of such time is not restricted solely to the Union Office. The actual locations and representational functions will be reported in writing in the request for official time, if known in advance, or the previously approved request will be amended accordingly. If additional official time is required for representational duties, requests will be granted IAW this Section. Official time required for collective bargaining shall be authorized on an as needed basis, IAW 5 USC § 7131, and will not be charged against the bank of time specified in this Section. The Employer shall provide monthly, upon request, a report to the Union of who has used official time and how much official time they have used for the current calendar year.

d. It is recognized that there may be some circumstances that require the Union's immediate attention. In the event of such circumstances, the Union Representative will notify the Employer. Requests for Official Time under such circumstances will be granted unless such absence would cause an undue interruption of work or jeopardize the operation of the mission as determined by the Employer.

**SECTION 3.** Union Representatives who desire to use official time for representational duties will adhere to the following procedures:

a. Request approval for known scheduled representational duties from their immediate Supervisor twenty-four (24) hours or more before the use of the official time. Afterwards, the union representative will correctly record the actual hours in ATAAPS.

b. Per Section 2d. above, it is recognized that there may be some circumstances that require the Union's immediate attention. In the event of such circumstances, the Union Representative will notify the Employer. Requests for Official Time under such circumstances will be granted unless such absence would cause an undue interruption of work or jeopardize the operation of the mission as determined by the Employer. If the request is denied, the incident will be recorded in a Memorandum of Record by the Employer and a copy furnished to the Union Representative.

**SECTION 4.** Use of Official Time, when approved by the Employer, will not be limited to the confines of the workstation. The Union agrees to encourage Union Representatives to exercise their representational duties in the most practicable and expeditious manner possible.

**SECTION 5.** Union Representatives on Official Time will be afforded privacy when meeting with Employees. Prior to meeting with an Employee, the Union Representative will coordinate with the Employee's Supervisor. If, due to mission needs, the meeting with the Employee is not possible, the Supervisor will advise the Union Representative of a time when the Employee can be available.

**SECTION 6.** Internal Union business, such as attending Union meetings and posting or distributing Union literature will be conducted during the non-duty hours of the employees involved.

**SECTION 7.** Permissible Uses for Official Time

For the purpose of this Agreement, authorized activities means those activities undertaken by designated union representatives on behalf of BUEs or the Union, pursuant to 5 U.S.C. § 7101 *et seq.* and this Agreement. Some, but not necessarily all, activities for which official time maybe authorized are comprised of

the following:

a. Negotiations and informal discussions, including preparation time. Note: Ground Rules affiliated to any specific mid-term bargaining issue may establish additional "pools" of official time, which are not considered to be part of this Agreement.

b. Attendance at formal discussions between one or more representatives of the Employer, one or more representatives in the unit, or their representatives concerning any grievance or any personnel policies or practices or other general condition of employment covered by 5 U.S.C. § 7114 (a)(2)(A).

c. Grievance meetings and arbitration hearings, including preparation time, if the Union is the designated representative.

d. EEO complaints, if the Union is designated as the representative of the complainant, including preparation time.

e. Attendance at an examination of an employee who reasonably believes he or she may be the subject of disciplinary or adverse action and the employee has requested representation pursuant to 5 U.S.C. § 7114 (a)(2)(B) (i.e., an employee's invocation of Weingarten rights).

f. Conferring with affected employees about the terms of the CBA.

g. Effectuating contacts with members of Congress and their staffs (only during non-paid time) on behalf of the bargaining unit employees regarding legislation that involves conditions of employment, as defined by the Federal Labor Relations Authority (FLRA), of unit members.

h. Attendance at formal discussions, or meetings at which union representatives are authorized members by the Employer, or the CBA.

i. Holding Union Office Hours to address BUE questions/concerns.

j. Conducting training on labor relations issues for employees.

k. Attendance at the Employer's recognized activities to which the Union has been invited.

l. Representational activity authorized by 5 U.S.C § 7101 et seq. (e.g., § 7114(b)(4) requests, Freedom of Information Act (FOIA) requests related to representational activity, research and informational meetings IAW the Labor Statute).

m. Travel to any of the activities listed above.

**SECTION 8.** Allegations of Abuse. The Parties recognize the seriousness of allegations of abuse of official time. Union representatives will not abuse official time. Alleged abuses of official time shall be brought to the attention of a Union official by management on a timely basis (preferably within fifteen (15) calendar days of the date when the alleged abuse becomes known by management). The management official will discuss the matter with the Union president before taking further action.

## **ARTICLE 54 DUTY TIME**

**SECTION 1.** Full-time BUE employees may discuss with their Employer a mutually agreeable work schedule with established start and stop times for each day of work. The Employer will endeavor not to change unilaterally a BUE's established tour of duty absent a mission need. Employees with similar skills and/or responsibilities may discuss the exchange of shifts and may, in fact, exchange shifts with advanced written approval of the Supervisors for both employees.

**SECTION 2.** Reasonable time will be allowed each employee for cleanup prior to the end of the workday and preparation at the start of each workday. If an employee requires PPE during the work day for mission based reasons, they will be allowed reasonable time during their normally scheduled work day to change clothing.

## **ARTICLE 55 ALTERNATIVE DISCIPLINE AGREEMENT**

**SECTION 1.** The Union and the Employer recognize that a positive approach is preferable when dealing with disciplinary problems that would normally result in a suspension of one (1) to fourteen (14) days. An Alternative Discipline Agreement (ADA) can be a win-win situation. An ADA reduces lost productivity for disciplinary reasons, avoids loss of salary for a period of suspension, allows the Employee to become involved in the decision making process concerning his or her discipline and reduces time required to process a disciplinary action. ADA is a voluntary process where the Employee accepts responsibility for his or her own behavior while at the same time continues to perform and participate in the functioning of the organization.

**SECTION 2.** An ADA may be offered by the Employer for offenses that would normally result in a suspension of one (1) to fourteen (14) days. By accepting the ADA, the Employee waives complaint/grievance rights with respect to the charge and penalty. The procedures that follow outline the process for instituting an ADA.

a. The Supervisor will notify the Employee prior to offering the ADA that such an offer is going to be made. In the event the ADA would pose a substantial impact to conditions of employment, the Agency will notify the Union as well. In connection with the presentation of an ADA, if the employee requests representation, he or she must be permitted to obtain a representative without undue delay before any formal discussion, potentially leading to a disciplinary action, takes place. The Parties anticipate that in most cases notification will occur at least one day in advance of the meeting.

b. The Supervisor, the Employee, the Employee's Representative, if applicable, and the servicing CPAC Human Resources Specialist will meet to explain the ADA and to offer the Employee an opportunity to voluntarily participate. This session should allow for questions and answers to ensure the Employee fully understands the terms of the ADA. The Employee will be allowed three (3) full calendar days, not counting the day of the meeting, to consider and decide whether to participate.

c. If the Employee elects to accept the ADA, a meeting with the Supervisor, the Employee, the Employee's Representative, if applicable, and the servicing CPAC Human Resources Specialist will be scheduled for the actual preparation and signing of the ADA. Signing the ADA signifies acceptance of the ADA terms and not merely receipt of the ADA. A sample of an ADA is found in Appendix A of this CBA.

d. If the Employee does not wish to accept the ADA offer, the normal disciplinary process may be initiated. The subsequent proposal of disciplinary action, if any, will state that the Employee elected not to participate in the ADA.

e. The employee may propose changes to the ADA.

**SIGNATURE PAGE**  
**2021 Collective Bargaining Agreement between the Employer (C5ISR Center and CECOM)**  
**and the**  
**Union (NFFE Local 476)**

APPROVALS:



ROBERT L. EDMONSON II  
Major General, USA  
Commanding

7 MAR 2022

SEMENORO.MICHAEL.1 Digitally signed by  
SEMENORO.MICHAEL.1228892560  
228892560 Date: 2022.02.22 15:19:10 -05'00'

MICHAEL SEMENORO  
President  
NFFE Local 476 IAMAW (AFL-CIO)

DATE

WELCH.JOSEPH Digitally signed by  
.D.1241937905 WELCH.JOSEPH.D.1241937905  
Date: 2022.02.27 13:23:50 -05'00'

JOSEPH D. WELCH  
Director  
U.S. Army, DEVCOM C5ISR Center

DATE

ANGIOLETTI.THOMAS.C.1197822020 Digitally signed by  
.C.1197822020 ANGIOLETTI.THOMAS.C.1197822020  
Date: 2022.02.17 18:16:37 -05'00'

THOMAS C. ANGIOLETTI  
Chief Negotiator & Vice President  
NFFE Local 476 IAMAW (AFL-CIO)

DATE

DATE

NFFE Local 476 Negotiation Committee:  
LYRA A. CLARK  
MICHAEL E. DEVINS  
CLAUDIA R. HALLAM  
MELRONE A. MCCRAY

*Effective Date of the CBA: As stated in Article 2, Section I, this CBA will become effective once it has been approved by the Agency Head, or thirty-one (31) calendar days after execution of this agreement IAW 5 U.S.C. 7114(c).*

**APPENDIX A**

**EMPLOYER ALTERNATIVE DISCIPLINE  
AGREEMENT**

**APPENDIX A**

**ALTERNATIVE DISCIPLINE  
AGREEMENT (ADA)**

I, (*employee's name*), voluntarily elect to accept corrective disciplinary action for the offense specified below under the Alternative Discipline Agreement (ADA).

DESCRIPTION OF OFFENSE: (offense will be described)

By accepting discipline under ADA, I willingly admit to the offense. I fully understand and realize that a XX-day suspension without pay would have been imposed had I not elected to accept ADA.

I agree that this action is considered my          offense in accordance with the Department of the Army Table of Penalties for Various Offenses.

I am committed to improving my future conduct; however, I understand that I will be dealt with more harshly for any further misconduct and/or wrongdoing in accordance with progressive discipline.

I understand that this agreement will remain in my Official Personnel Folder (OPF) for a period of          and may be relied upon to support future disciplinary action if required. I further understand that after          the ADA will be removed from my OPF, but may be retained in other files.

I understand that my choice to participate in ADA as stated above is voluntary and I fully agree with the terms of this agreement. I know and understand that if I had not signed this agreement and had been suspended without pay, I would have had appeal/grievance rights with respect to the charge and penalty described above. I fully understand that my election to sign this agreement waives my right to appeal or grieve the XX day suspension that would have been imposed.

I understand that I will have three (3) full calendar days, not counting the day that I have received this, to consider whether I want to sign this agreement, accepting Alternative Discipline in lieu of the XX day suspension.

I understand that I am entitled to representation in this matter. I understand that I am represented by *NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Collective Bargaining Agreement between the United States Army Command, Control, Communications, Computers, Cyber, Intelligence, Surveillance, and Reconnaissance (C5ISR) Center; United States Army Communications-Electronics Command (CECOM); and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should I wish to, I may contact NFFE for assistance via mail to P.O. Box 625, Aberdeen Proving Ground, Maryland 21005-0625; or via telephone at (410) 278-2456; or via E-mail at [usarmy.apg.cecom.mbx.nffe-local-476@mail.mil](mailto:usarmy.apg.cecom.mbx.nffe-local-476@mail.mil); or browse to [nffe476.org](http://nffe476.org) for other contact options.*

I am committed to improving my future conduct.

_____ EMPLOYEE'S SIGNATURE	_____ DATE
_____ SUPERVISOR'S SIGNATURE	_____ DATE
_____ REPRESENTATIVE'S SIGNATURE	_____ DATE
_____ CPAC HR SPECIALIST'S SIGNATURE	_____ DATE

**APPENDIX B**

**THIRD PARTY REPRESENTATION FORM B-1**

**Agreement Between NFFE Local 476 and Grievant Concerning Third Party Representation**

1. The Grievant, \_\_\_\_\_, requested that \_\_\_\_\_  
be designated as their representative in a grievance/arbitration to be filed concerning  
\_\_\_\_\_.
2. Since the Grievant may only be represented under the negotiated grievance procedure by themselves or NFFE Local 476, the Union agrees to designate \_\_\_\_\_ as its representative for the purpose of processing this grievance/arbitration.
3. The Union retains the sole and exclusive right to invoke arbitration.

\_\_\_\_\_  
(For NFFE Local 476)

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant Representative/Phone/Mailing Address

\_\_\_\_\_  
Date



**APPENDIX C**

**GRIEVANCE STEP 1 SAMPLE NOTICE**

**APPENDIX C  
GRIEVANCE STEP 1 SAMPLE NOTICE**

**INSTRUCTIONS**

The following is a sample format to use when an employee (the "grievant") is sending a Step 1 grievance. The use of email in this process is recommended; it will assist the grievant in making a timely filing and will facilitate a response from the Employer. If the grievant has designated a Third Party as their representative, obtain Written Approval (Appendix B) from NFFE Local 476 and attach a copy as a referenced enclosure. If the grievant has been suspended or terminated, provide home address, phone number, and e-mail address. The use of office symbols is optional.

<Today's Date>

**MEMORANDUM FOR ACTION**

TO:<Position of Management Official>, ATTN: <Office Symbol>, <Name of Management Official>

SUBJECT: Step 1 Grievance Regarding <Short Statement of Complaint>

1. In accordance with the National Federation of Federal Employees (NFFE) Local 476 Collective Bargaining Agreement (CBA), I am filing a Step 1 Grievance as per the above subject. I believe this filing is timely as it is within 21 calendar days <"after the matter that has given rise to the grievance occurred on <Date>" OR "after I became aware on <Date> of the matter giving rise to the grievance">.

2. FACTS: <State the facts concerning this Step 1 Grievance. Break down into smaller subparagraphs if that presents the case in a logical sequence of events. State any opinion as to the cause, such as personal bias, union activity, allegation of poor performance or conduct, or discrimination. State any known citation of the CBA, a Regulation, or a Law, etc. that was violated. Provide any relevant document(s) as a referenced enclosure.>

3. DOCUMENTS/STATEMENTS: <State the name(s) of any witnesses who are willing to testify on the grievant's behalf, and/or provide their supporting statement(s) as a referenced enclosure. Also list any references to the CBA, a Regulation, or a Law, etc., and any other enclosure.>

4. RELIEF: <Specify the relief sought. Break down into smaller subparagraphs if that presents the relief in a logical sequence of events.>

5. I have designated <"myself" OR <Union Official and their phone number> OR <Third Party Representative and their address, phone number, and e-mail address>> as my representative in this matter.

6. I respectfully request you render your decision on this matter in accordance with the established contractual timelines. If additional time should be required, kindly provide Notice within that timeframe of the reason for the delay and when a decision will be made.

# Encls <number of enclosures>

<Grievant's Name>

<Grievant's Position Title>

<Grievant's Office Symbol>

CF:

<Union Representative>

<Third Party Representative>

**APPENDIX D**

**GRIEVANCE STEP 2 SAMPLE NOTICE**

**APPENDIX D  
GRIEVANCE STEP 2 SAMPLE NOTICE**

**INSTRUCTIONS**

The following is a sample format to use when an employee (the "grievant") is sending a Step 2 grievance. The use of email in this process is recommended; it will assist the grievant in making a timely filing and will facilitate a response from the Employer. If the grievant has designated a Third Party as their representative, obtain Written Approval (Appendix B) from NFFE Local 476 and attach a copy as a referenced enclosure. If the grievant has been suspended or terminated, provide home address, phone number, and e-mail address. The use of office symbols is optional.

<Today's Date>

**MEMORANDUM FOR ACTION**

TO: <Position of Step 2 Management Official>, ATTN: <Office Symbol>, <Name of Step 2 Management Official>

SUBJECT: Step 2 Grievance Regarding <Short Statement of Complaint>

1. In accordance with the National Federation of Federal Employees (NFFE) Local 476 Collective Bargaining Agreement (CBA), I am filing a Step 2 Grievance as per the above subject. I believe this filing is timely as it is within 21 calendar days <"of receipt of response on <Date> to my Step 1 Grievance" OR "of no receipt of a response which was due on <Date> to my Step 1 Grievance">.
2. Attached is my Step 1 Grievance intact with all its enclosures.
3. Attached also is the response to my Step 1 Grievance.
4. REBUTTAL: <State any rebuttals to the response concerning the Step 1 Grievance. Break down into smaller subparagraphs if that presents the case in a logical sequence of events. Cite specific paragraphs for clarity. Provide any relevant document(s) supporting your rebuttal as a referenced enclosure to this memorandum, including any rebuttal statements provided by your witnesses.>
5. ADDITIONAL EVIDENCE: <State any additional evidence not already presented in the Step 1 Grievance. Break down into smaller subparagraphs if that presents the case in a logical sequence of events. State any opinion as to the cause, such as personal bias, union activity, allegation of poor performance or conduct, or discrimination. State any known citation of the CBA, a Regulation, or a Law, etc. that was violated. Provide any relevant document(s) as a referenced enclosure.>
6. DOCUMENTS/STATEMENTS: <For references not already listed in the Step 1 grievance, state the name(s) of any witnesses who are willing to testify on the Grievant's behalf, and/or provide their supporting statement(s) as a referenced enclosure. Also list any references to the CBA, a Regulation, or a Law, etc., and any other enclosure.>
7. RELIEF: <Specify the relief sought. Break down into smaller subparagraphs if that presents the relief in a logical sequence of events.>
8. I have designated <"myself" OR <Union Official and their phone number> OR <Third Party Representative and their address, phone number, and e-mail address>> as my representative in this matter.
9. I respectfully request you render your decision on this matter in accordance with the established contractual timelines. If additional time should be required, kindly provide Notice within that timeframe of the reason for the delay and when a decision will be made.

# Encls <number of enclosures>  
<Grievant's Name>  
<Grievant's Position Title>  
<Grievant's Office Symbol>  
CF:  
<Union Representative>  
<Third Party Representative>