

**AGREEMENT  
BETWEEN  
DEFENSE CONTRACT MANAGEMENT AGENCY  
AND  
AFGE COUNCIL 170**



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## **PREAMBLE**

This Agreement is made and entered into by and between the Defense Contract Management Agency (DCMA), hereinafter referred to as the "Agency," and the American Federation of Government Employees (AFGE) AFL-CIO, and its agent, AFGE Council 170 of DCMA Locals, hereinafter collectively referred to as the "Union".

The parties agree that the provisions of this Agreement apply to all professional and non-professional DCMA employees in the bargaining unit.

The Agency and the Union share the conviction that the public interest can be best served by a constructive labor-management relations (LMR) program that provides for optimum participation of employees, through a cooperative relationship in the formulation and implementation of policies and practices which affect them. Both parties are committed to the development of a program which achieves that objective.

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT AND BARGAINING UNIT COVERED**

#### **SECTION 1 - EXCLUSIVE REPRESENTATIVE**

The sole and exclusive representative and the bargaining unit are defined in FLRA Certificate Case Number WA-RP-01-0050 dated February 20, 2004 and any subsequent amendments thereto.

#### **SECTION 2 - AUTHORITY**

As the delegated bargaining agent of AFGE, the DCMA Council has the full authority to meet and confer with the Agency for the purpose of entering into negotiated agreements covering the members of the nationwide unit on all subjects, matters and issues covered by said agreements, and to administer this collective bargaining agreement and all future bargaining agreements covering the nationwide unit. The DCMA Council accepts the obligation to represent all members of the nationwide unit on a fair and impartial basis. This Agreement is the sole and exclusive agreement between the Agency and the Union. Further supplemental agreements are strictly prohibited.

#### **SECTION 3 - DELEGATED AUTHORITY**

No other organization, association, or union, or any officer or representative thereof, shall be recognized, in any capacity or for any purpose, as the bargaining agent of the nationwide unit. When either party designates an agent to act on its behalf in filing charges, complaints, petitions or any other documents which have the purpose or the result of involving an outside agency or third party in any labor management relations matter involving the Agency and the Union, each party will notify the other of the name and authority delegated to such agent. Such notification shall be in writing.

#### **SECTION 4 - FUTURE RECOGNITION**

A. The DCMA Council and the Agency agree that in the event that AFGE or any local affiliated with AFGE obtains recognition in the future as the exclusive bargaining agent of any group of DCMA employees which are not presently a part of the unit, it will be the joint position of the DCMA Council and the Agency to the Federal Labor Relations Authority that the employees should become a part of the professional and nonprofessional employees' nationwide unit. These employees will automatically be covered by this agreement.

B. The DCMA Council and the Agency agree that, should a new DCMA Council Local be established and the employees they represent become a part of the bargaining unit, the new DCMA Council Local shall be permitted to negotiate on matters relating specifically and solely to the new employees represented as allowed in this agreement.

## **ARTICLE 2**

### **EFFECT OF THE AGREEMENT**

This Agreement hereby revokes, supersedes and replaces any and all oral, written or otherwise implied collective bargaining agreements, supplements, memoranda of understanding, memoranda of agreement and past practices that are in place prior to this agreement's implementation, between the Agency and any labor organization or its representative at any level in their entirety.

## ARTICLE 3

### GOVERNING LAWS AND REGULATIONS

#### **SECTION 1- GENERAL**

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

#### **SECTION 2 - COMPELLING NEED**

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

#### **SECTION 3 - MANAGEMENT RIGHTS**

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

## **ARTICLE 4**

### **DEFINITIONS**

1. Agency – DCMA or its successor.
2. Agreement – the collective bargaining agreement executed between the Agency and the Union governing the personnel practices, policies, procedures, and working conditions of employees in the unit.
3. Consultation – for purposes of labor management relations between the Agency and the Union, an exchange of views, opinions, and rationale on matters of mutual concern which allows discussions of a broad range of topics that require each side duly consider the views of the other. This does not preclude negotiations when appropriate.
4. DCMA Council – the DCMA Council Executive Board or designee.
5. DCMA Council Local – any AFGE local representing DCMA bargaining unit employees.
6. Day – a calendar day unless otherwise specified in the body of the Agreement.
7. Employee – a DCMA bargaining unit employee.
8. Grievance – any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization or Agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
9. Meet – means face-to-face unless otherwise specified in the Agreement. Alternatives to face-to-face meetings, such as VTC, conference call, etc., may be used for meetings of less than 1 day in duration when agreed to by both parties.
10. Memorandum of Agreement (MOA) – the document resulting from mid-term bargaining during the term of the Agreement.
11. Negotiate – meet, confer, bargain or otherwise communicate for the purpose of discussing and settling terms leading to an agreement.



12. Official Time - time during normal duty hours, as approved by the supervisor, when a Union representative performs representational duties.
13. Organization – any subordinate entity below the Agency level.
14. Position – a position within the bargaining unit.
15. Statute – the Federal Service Labor Management Relations Statute, 5 U.S.C. §7101 et seq.
16. Supervisor – an individual as defined in 5 U.S.C. § 7103(a)(10) of the Statute.
17. Union – the DCMA Council Executive Board, all Local officers, or their respective designees, acting as agents for the American Federation of Government Employees, AFL-CIO, for purposes of representing employees in the unit.
18. Unit Representative – the principal representative for DCMA Employees when a DCMA Council Local President is not an employee of DCMA.

## **ARTICLE 5**

### **AVAILABILITY OF AGREEMENT**

The Agency will make this Agreement available electronically to all bargaining unit employees. New employees will be made aware of this Agreement and how to access it electronically.

## **ARTICLE 6**

### **DURATION AND TERMINATION**

#### **SECTION 1 - DURATION**

This Agreement shall remain in effect for a period of 5 years from its effective date and shall be automatically renewed for an additional period of 3 years, subject to applicable law and/or regulations, unless either party gives written notice to the other party of its desire to renegotiate portions of this Agreement between 60 to 90 calendar days prior to 5 year anniversary. Such renegotiations, if held, will be separate and distinct from mid-term bargaining set forth in this Agreement.

#### **SECTION 2 - ARTICLES AND SIGNATURES**

This Agreement consists solely of a Preamble and 47 Articles. This Agreement is executed and binding upon the parties as of April 3, 2006.

#### **SECTION 3 - PROVISIONS FOR THE AGREEMENT**

The date of execution shall be the date that the parties sign the Agreement for the purpose of Agency Head approval under 5 U.S.C. § 7114(c). Implementation shall be effective the day of Agency Head approval, but not later than the 31st day after the date of execution, except for any noncompliance noted in the post review.

**ARTICLE 7**  
**OFFICIAL TIME**

**SECTION 1 - UNION REPRESENTATION**

The DCMA Council shall inform the Agency of all Union representatives who shall be afforded official time to perform representational functions in accordance with law and this Agreement. Each organization will recognize Union representatives and grant official time, in the amount and circumstances described elsewhere in this Agreement. Official time under this Article will only be used to perform representational duties on behalf of DCMA bargaining unit employees.

1. All Union representatives are responsible for judicious use of official time.
2. Union representatives may not be evaluated on or rewarded for representational activities; however this does not preclude the use of non-monetary awards as a means of recognition.
3. In accordance with 5 U.S.C. § 7131(b), official time may not be expended for any activities performed by employees relating to internal Union business (including the solicitation of membership, election of Union officials, and collection of dues).

**SECTION 2 - COUNCIL PRESIDENT**

The President of the DCMA Council or designee, if a member of the bargaining unit and if otherwise in a duty status, will be entitled to 100% official time to:

1. prepare and represent the Union on grievances filed by the DCMA Council;
2. respond to grievances initiated by the Agency;
3. prepare the DCMA Council's case and represent the Union in an arbitration hearing;
4. participate in meetings arranged by the Agency and interface with Agency personnel as necessary;
5. represent the DCMA Council in negotiating with the Agency;
6. prepare and represent the Union on unfair labor practice cases filed by or against the Agency;

7. serve as a member of any National/Department/Agency labor-management relations committee;

8. meet, confer and participate with AFGE officials and DCMA Headquarters on representational issues;

9. represent the Council on any issues including, but not limited to, matters before Merit Systems Protection Board (MSPB), Office of Special Counsel (OSC) or Office of Personnel Management (OPM) classification appeals, or workers compensation;

10. attend training including but not limited to labor management relations;

11. conduct discussions and inquiries over interpretation of the Agreement and higher level law, rules and regulations;

12. participate in Senior Leadership Team Meetings;

13. participate in the development and implementation of instructions/policies promulgated by the Agency which affect the working conditions of bargaining unit employees; and

14. perform any other duties and responsibilities allowed per 5 U.S.C. Chapter 71.

### **SECTION 3 - FULL-TIME REPRESENTATIVES**

The President of the DCMA Council or designee (assigned in writing by the DCMA Council President), shall provide a list of fifteen (15) designees to the Agency who will be authorized 100% official time to perform the duties listed in Section 2 and Section 4 of this article or other duties assigned by the DCMA Council. The Council President, or designee, will provide reasonable advance notice in writing when re-designating Union Representatives identified under this provision.

### **SECTION 4 - TIME FOR REPRESENTATIONAL DUTIES**

A. Local Presidents, Unit Representatives and all other recognized representatives of the Union will be accorded time to perform the following duties:

1. gather input for contract and mid term negotiations;

2. attend formal discussions as provided by 5 U.S.C. 7114(a)(2)(A);

3. attend meetings arranged by management, when invited by management;
4. participation on committees and panels as authorized by this agreement;
5. attendance at labor management meetings;
6. discuss and investigate specifically identified complaints of employees with respect to matters covered by this Agreement;
7. prepare and present grievances under the negotiated grievance procedure;
8. attend the examination of an employee by a management representative if the examination is in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests a Union representative;
9. prepare and present a grievance at an arbitration hearing;
10. prepare and present unfair labor practice cases filed against the Agency;
11. prepare and present a reply to a proposed disciplinary or adverse action;
12. respond to grievances initiated by the Agency;
13. prepare and present unfair labor practice cases filed by the Agency;
14. perform those functions stated elsewhere in this agreement for which official time has been expressly provided;
15. witness preparation time for all hearings required as a part of the Union official's representational duties;
16. Union participation in the development and implementation of instructions/policies promulgated by the Agency which affect the working conditions of bargaining unit employees; and
17. perform any other duties and responsibilities allowed per 5 U.S.C. Chapter 71.

B. Any recognized Union Representative not accorded 100% official time will be accorded a reasonable amount of time up to sixteen (16) hours per pay period to perform those duties in Section 4 A . Representatives may exceed this limit on official time on a case-by-case basis when required by extenuating circumstances and the parties agree it is of mutual benefit. Disputes over exceeding the limit on official time will be resolved on an expedited basis by the Council President and the Agency's designee. Any time limits in the Agreement affected by this dispute will be held in abeyance pending resolution.

C. The following representational activities will not be counted against the limitations on official time in Section 4 A:

1. attendance at meetings initiated by management when invited (excludes attendance at formal discussions as provided by 5 U.S.C. § 7114(a)(2)(A) and attendance at the examination of an employee by a management representative if the examination is in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests a Union representative); or

2. travel necessary for the performance of representational functions.

#### **SECTION 5 - NUMBER OF REPRESENTATIVES**

A. Only one employee may be on official time to represent the Union in the performance of a particular representational function at any given time. Exceptions will be made when:

1. there is a need for training;

2. where a back-up is deemed necessary by the Union;

3. more than one representative has been expressly provided for by this Agreement;

4. more than one representative has been invited by management to attend a meeting; or

5. more than one attendee is mutually agreed to by the parties.

B. The word "representative" as used in this Agreement means one representative. However, the Agency agrees that in those situations when meetings require the attendance of an employee and their representative, the Agency will normally and reasonably limit attendance to not more than two (2) supervisory/managerial employees. When more than two supervisory/managerial personnel are required, the number of Council

representatives may be increased by one (i.e., three management representatives equals an employee plus two Council representatives). In the event that advisory staff is needed to deal with a matter of mutual concern (i.e., labor relations, safety, health, etc.) both parties may mutually agree not to count these advisors as supervisory/managerial representatives. The advisory staff will be in a duty status with time charged appropriately.

## **SECTION 6 - REQUESTING OFFICIAL TIME**

Union representatives (except those entitled to 100 percent official time) must seek and obtain the approval of their immediate supervisor before engaging in a representational activity on official time.

1. The representative will advise the supervisor of the estimated amount of official time needed, the date and time when the official time will be used, where the representational function will occur and the reason for which the official time is requested. Permission to conduct official Union business, including representation and assistance activities, will normally be granted unless absence of the representative from his or her work duties would cause substantial adverse effect on the work product of his or her area. In those instances, an alternate time will be authorized.

2. To minimize the amount of official time used and employee absences from assigned duties, contacts between an employee and his or her representative during working time will normally take place at or near the vicinity of the employee's work place. The organization will arrange a private enclosed space suitable for the employee and the representative to meet if requested by the Union representative.

3. TDY may be authorized, as appropriate, when local on-site representation is not available.

## **SECTION 7 - SECRETARY/TREASURER**

The secretary/treasurer of each local and the DCMA Council shall be granted a reasonable amount of official time to maintain records and reports which are required by federal agencies and which are not related to internal Union business within the meaning of 5 U.S.C. § 7131(b).

## **SECTION 8 - IDENTIFICATION OF UNION REPRESENTATIVES**

Within 60 days after the effective date of this agreement, the DCMA Council will provide the Agency with a current list of representatives and the organization(s) they are assigned to represent. An updated listing will be provided as necessary.



## **SECTION 9 - SUBJECT MATTER EXPERTS**

Where a subject matter expert is critical to the successful representation of employees with the Agency and the expertise is not available from the DCMA Council representatives in Sections 2 and 4, the Agency will make that individual available and may authorize travel and per diem as appropriate.

## **SECTION 10 - LEGISLATIVE ACTIVITIES**

The Parties agree to abide by current legislation and Federal Labor Relations Authority (FLRA) interpretations (i.e., 54 FLRA 38 & 39) relative to the propriety of using appropriated funds for the purpose of influencing pending legislation. Unless prohibited by the above constraints, the Union will be authorized official time to present the views of the Union to members of Congress on matters affecting the working conditions of bargaining unit employees.

## **SECTION 11 - WORK CONSIDERATIONS**

The Agency shall consider the time utilized by officials to perform labor management/representational duties in assigning workload to support mission accomplishment, so as to ensure that employees are not adversely affected by exercising their right to assist the Union.

## **SECTION 12 - RECORDING OFFICIAL TIME**

All DCMA Council representatives using official time will record their time in the labor accounting system using the categories mutually agreed to by the Agency and the DCMA Council. This labor accounting system is the sole record for the Agency.

## **SECTION 13 - NATIONAL AFGE REPRESENTATIVES**

- A. The Agency recognizes that AFGE National is accorded recognition and retains the right for any AFGE National Officer, National Vice President or AFGE staff to conduct business of AFGE.
- B. The Agency agrees that duly designated National AFGE representatives will be admitted to the installation for scheduled meetings with management and/or Union representatives during working hours in accordance with local facility security requirements.

## **ARTICLE 8**

### **LABOR MANAGEMENT RELATIONS BETWEEN THE PARTIES**

#### **SECTION 1 - RECOGNITION**

A. The Agency will publish the list(s) of identified DCMA Council Officers on the Agency website. Changes will be published as they occur.

B. Quarterly, each organization will provide a copy of their most recent organization chart to the DCMA Council Local. The chart will include the organizational structure, and the names, series and grades of all assigned personnel.

#### **SECTION 2 - COMMUNICATION**

A. The Union's access to and use of the Agency's communications resource (e.g. bulletin boards, Intranet, E-mail) shall not interfere with the mission or operation of the Agency.

B. Any and all Union communication using Agency communication resources or distributed on Agency premises will not violate law, advocate violating the law, or contain items relating to partisan political matters and will not malign, disparage or harm the character of any individual or the Agency.

C. The Union may distribute paper (i.e. hard copy or leaflet) material on the Agency's premises in work areas to individual employees before and after the Agency's tour of duty, subject to internal security requirements and contractor security requirements if applicable, and in the non-work areas, provided that both the employee distributing and the employee receiving such material are not in duty status. All such material will be properly identified as official Union material.

#### **SECTION 3 - MEETINGS BETWEEN THE PARTIES**

A. The DCMA Council shall be afforded the opportunity to send up to five representatives to Agency Commander's conferences and one representative to all other Agency conferences. These representatives will be granted official time and travel and per diem to attend. Copies of all briefings charts from the Agency Commander's conferences will be made available to all personnel.

B. The DCMA Council President and fifteen DCMA Council Representatives as designated by the DCMA Council President will be authorized travel and per diem to participate in an annual labor-management meeting with the Agency Director and/or Deputy Director for the purpose of addressing and discussing issues and matters affecting all AFGE bargaining unit employees in DCMA.

C. Normally, organization Commanders/Deputies/Directors will meet with the Council Local President or designee at least monthly to discuss subjects and issues of mutual concern. These meetings will be held during regular duty hours.

D. Labor-Management Relations Committee (LMRC)

1. The parties agree to form a labor-management relations committee to meet on a quarterly basis for the purpose of cooperative and collaborative dealings in resolving ongoing or reasonably foreseeable issues.

2. The committee shall be composed of ten members, six from the DCMA Council and four from the Agency. At least one of the Agency representatives and council representatives in attendance shall have the authority to commit on behalf of their respective parties. The Agency and the DCMA Council will chair the Labor Management Relations Committee meeting on an alternating basis. The Agency will be responsible for the administrative arrangements for the meeting. Attendance at a labor-management relations committee meeting by employees who are committee members will be on official time.

3. The Agency will be responsible for any other costs such as travel and per diem for current DCMA employees, in accordance with the JTR. Travel for committee members will be scheduled to take place during the normal workweek.

4. Meetings will be held quarterly on the following schedule, unless agreed otherwise: 3rd Week of October, 2nd Week of January, 1st Week of April and 2nd Week of July. The duration of the meeting will generally be one to two days in length dependent upon the agenda.

5. The location of the quarterly meeting will be rotated within the Agency.

6. Proposed agendas and topics shall be submitted to the other party in writing as early as possible, but no later than ten days in advance of the date of the meeting, including the specific items for discussion. Additional items may be added after that date by mutual consent.

7. The committee may discuss matters of mutual concern pertaining to personnel policies and practices and working conditions that have unit-wide impact. Individual complaints, grievances or appeals will not be discussed.

#### **SECTION 4 - OFFICIAL USE OF FACILITIES AND EQUIPMENT**

A. Office Space

The Agency will provide one private office for each DCMA Council Local, to include furniture, telecommunications and equipment, a lockable cabinet and supplies. In those instances where the 100 percent full time Union

representative is not a local president, the 100 percent full time Union representative will also be provided a private office as described above. In addition to access during regular duty hours, the Union will be provided access to the office during non-duty hours subject to local security procedures and practices. The work area, equipment, utilities and housekeeping services provided by the Agency will be at no cost to the Union.

#### B. Meeting Space

Upon advance request by the DCMA Council or designee, the Agency will provide space for meetings with employees for use during non-duty hours of the employees involved, provided that space is available.

#### C. Bulletin Boards

The DCMA Council or designee may post literature on bulletin boards or other authorized areas in accordance with DoD 5500.7-R, Joint Ethics Regulation.

#### D. Telephones and Electronic Communications

To ensure that Union representatives have a reasonable opportunity to communicate with employees, other Union representatives, and management officials, the Agency agrees that Union representatives may use existing activity telephones, fax or other electronic devices for authorized representational duties, when such use does not interfere with the Agency requirements.

#### E. Mail/Bulletin Boards

1. The Agency's internal mail system, including electronic mail, may be utilized by the Union in conjunction with official representational duties.
2. The Agency shall provide an e-mail bulletin board for the DCMA Council's exclusive use to communicate with all bargaining unit employees in the Agency. Posting capability shall be limited to the DCMA Council or designee.
3. When appropriate, the Agency agrees to provide suitable wall bulletin boards to be placed in locations frequently utilized by bargaining unit employees. Posting capability shall be limited to the DCMA Council Local officers or designees.
4. The Agency agrees that the Union may use inter-office mail and regular mail. The Union shall have use of Agency metered mail for labor relations representational matters.

## F. Transportation

Either local GOV or reimbursement for other transportation will be provided for Union representational responsibilities involving bargaining unit employees if use of or reimbursement for such transportation meets applicable laws and regulations.

## G. Email

The Agency will provide a Union email address for each of the DCMA Council Locals.

## H. Office Moves

When required to relocate from the existing office space, the Agency will notify the DCMA Council as soon as possible and the DCMA Council will be afforded the opportunity to negotiate.

## **SECTION 5 - LOCAL NEGOTIATIONS**

A. Any matters covered by the scope of this Agreement are not subject to further negotiation below the Agency and DCMA Council level unless otherwise stated in this agreement.

B. If third-party interpretation and/or application of this Agreement is initiated and processed by the parties at the DCMA Council Local level, it shall only be binding upon the individual DCMA Council Local and the organization.

C. Local negotiations are limited to those topics mutually agreed upon by the Agency and the DCMA Council. If the Agency and the DCMA Council cannot agree, the issue will be forwarded to FMCS for mediation after 15 days. Local negotiations will be documented in a Memorandum of Agreement (MOA). All MOAs negotiated at subordinate organizations shall be subject to review and approval by the Agency and DCMA Council prior to implementation.

## D. Procedures for Local Negotiations

1. The party requesting approval for local negotiations should forward the request to the Agency and the DCMA Council with a courtesy copy to the other affected party. The request shall include the specific proposal the requesting party is seeking to implement.

2. The approval to conduct local negotiations and designation of representatives shall be given in writing by the Agency and DCMA Council.

3. Each party shall be permitted no more than two representatives unless expressly agreed to by the Agency and the DCMA Council in advance.

4. Travel and associated costs will be borne by the Agency.
5. Upon receipt of approval for local negotiations from the Agency and the DCMA Council, the responding party has 14 days to provide its counterproposal.
6. Within 14 days of receiving the responding party's proposals, both parties will negotiate, as necessary to achieve an agreement. It is intended that this will be accomplished primarily through telephone, video teleconferencing and/or written communication when the parties are not at the same physical location.
7. If at the end of 14 days any proposals remain unresolved, the parties will engage in "face-to-face" negotiations within 30 days. If the parties are still unable to reach agreement, the parties will refer the matter to the Agency and the DCMA Council for further consideration and action.

## **SECTION 6 - MID-TERM BARGAINING**

### A. Matters Not Covered by the Agreement

1. Whenever the Agency or the DCMA Council proposes any change under this Article to any DCMA directive or policy relating to the personnel practices or matters affecting the condition of employment of bargaining unit employees, on matters not covered by this Agreement, the proposal will be transmitted to the President of the DCMA Council or the Agency, or their designated representatives, as appropriate.
2. The Agency or the Union will be provided 14 calendar days from receipt of the notice to request to bargain. The Agency or the Union will submit written bargaining proposals or request additional information or a briefing with its request to bargain. If the Agency or the Union has requested additional information or a briefing with its request to bargain, the Agency or the Union will submit written bargaining proposals within 28 calendar days of the Agency's or Union's response to the request for information or the date of the briefing.
3. If the Union fails to request to bargain within 14 calendar days from the receipt of the Agency's notice or fails to submit written proposals within the required time frames, the Agency may implement the changes.
4. The first negotiating session will take place as soon as possible but no later than ten (10) working days from the receipt of the written proposals.
5. The time frames set forth in this section may be modified in writing by mutual agreement of the parties.

6. If DoD mandates any change in any matters affecting conditions of employment on issues not specifically covered by this agreement, the procedures set forth in paragraphs 1-5 shall apply.

#### B. Matters Covered by the Agreement

1. If a future law or regulation mandates a change to this Agreement, the Agency will promptly notify the DCMA Council President or his/her designee in writing of the proposed specific change.

2. The Union will be provided 14 calendar days from receipt of the notice to request to bargain. The Union will submit written bargaining proposals or request additional information or a briefing with its request to bargain. If the Union has requested additional information or a briefing with its request to bargain, the Union will submit written bargaining proposals within 28 calendar days of the Agency's response to the request for information or the date of the briefing.

3. If the Union fails to request to bargain within 14 calendar days from the receipt of the Agency's notice or fails to submit written proposals within the required time frames, the Agency may implement the changes.

4. The first negotiating session will take place as soon as possible but no later than ten (10) working days from the receipt of the Union's written proposals.

5. The time frames set forth in this section may be modified in writing by mutual agreement of the parties.

6. For purposes of carrying out the intent of this Section, the Agency and DCMA Council mutually recognize and agree that their respective proposals may be modified during the course of the negotiations to permit realistic good-faith bargaining of all aspects of but limited to the negotiable subject matter, including aspects directly related to but not anticipated when the written proposals were exchanged.

#### C. Ground Rules for Mid-Term Bargaining

1. When mutually agreed, the Parties will use available technology (e.g. VTC, teleconference) to negotiate.

2. The Agency will provide a meeting room for negotiations and reasonable equipment.

3. The Agency and the Union will be represented at the negotiations at all times by one duly authorized chief negotiator who is authorized to execute agreements.

4. The Union will be authorized the same number of Union representatives on official time as the Agency has representatives at the negotiations table. There shall be a minimum of two Union representatives at the table. The designated Union negotiators will be granted official time for time spent during the actual negotiations, including attendance at impasse proceeding during the time the employee would otherwise be a duty status. The Union will be permitted to have negotiators who are not employees of the Agency but if it does so, it agrees to pay any and all costs incurred by these negotiators.

#### D. Execution of Agreements

All written agreements or memoranda of understanding reached under the provisions of this Article will be duly executed and incorporated into, and to the extent not inconsistent with this agreement, will be subject to all the terms and conditions of this agreement.

#### E. No Waivers

Nothing in this agreement shall be deemed to waive either party's statutory rights including, without limitation, the right to assert the "covered by" doctrine.

### **SECTION 7 - DUES WITHHOLDING**

#### A. General

For the purpose of this Article:

1. The term "employee" refers to any bargaining unit employee who is a member in good standing of any DCMA Council Local.
2. The term "servicing payroll office" refers to the Defense Accounting and Finance Service (DFAS), which is responsible for processing the pay of DCMA employees . The Agency acts as a liaison for the process of dues withholding between the Union and DFAS.
3. The term "payroll allotment" refers to a voluntary authorization by the employee for a deduction in a specified amount to be made from the employee's pay each pay period for the payment of dues associated with their membership, to the DCMA Council Local.

#### B. The Agency and the DCMA Council agree that:

1. The DCMA Council Local is responsible for fully informing the employee that their authorization for a payroll allotment:



a. is completely voluntary; and

b. cannot be revoked for a period of 1 year from the date that the Agency receives the assignment. Thereafter, such revocation will not be effective until the first full pay period following September 1, provided the form is received by the Agency no later than September 1 and no earlier than August 1.

2. When dues are erroneously withheld due to the DCMA Council's failure to comply with the procedures above, any overpayment of dues by the employee will be a matter solely between the Union and the employee. When dues are erroneously withheld due to the Agency's failure to comply with the procedures above, any overpayment of dues by the employee will be the Agency's responsibility.

### C. Authorization of Payroll Allotment

1. Only one payroll allotment for dues withholding shall be authorized for an employee.

2. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, or equivalent shall be used. The DCMA Council Local shall distribute this form to the employees.

3. The DCMA Council Local shall furnish the Agency with written notification of the name and title of the DCMA Council Local official who is designated to sign the certification on the SF 1187 or equivalent.

4. The DCMA Council Local shall be responsible for furnishing the servicing payroll office with a certified schedule of payroll allotments supported by completed SF 1187 or equivalent signed by the designated DCMA Council Local official and the employees.

5. The payroll allotment shall be in an amount determined by the DCMA Council Local.

6. The DCMA Council Local shall furnish a written notification of a change in the amount of the payroll allotment to the servicing payroll office.

7. The change in the amount of the payroll allotment shall become effective with the first complete pay period which occurs 30 days after the written notification is received by the servicing payroll office.

### D. Termination of Authorization

The payroll allotment shall be terminated when any of the following situations occur:

1. the employee retires;
2. the employee dies;
3. the employee is separated;
4. the employee ceases to be a member of the bargaining unit;
5. the employee ceases to be a member in good standing of the DCMA Council Local. If this occurs, the DCMA Council Local shall be responsible for promptly furnishing written notification to the servicing payroll office; or
6. the employee files a written notification through the DCMA Council Local (SF 1188, Cancellation of payroll Deductions for Labor Organization Dues or equivalent) to the servicing payroll office. This revocation must be signed by the local president or designee prior to processing. In this case the termination becomes effective on the first full pay period after the notification is received by the servicing payroll office.

#### E. Processing Payroll Allotments

1. The parties recognize that payroll processing matters are the exclusive province of the Defense Finance and Accounting Service (DFAS). However, insofar as the Agency is able to request certain action discussed in the provision, it will facilitate them to the extent practicable.
2. Payroll allotments shall be processed at no cost to the DCMA Council Local or the employee.
3. The DCMA Council Locals agree to furnish DFAS with the name and address of the Union Official designated to receive the Union dues withholding monies and the Union dues withholding list.
4. After each pay period the servicing payroll office shall remit a check or electronic deposit to the DCMA Council Local for the payroll allotment deductions together with the following:
  - a. the names of employees from whom deductions were made and the amount of each deduction, their Social Security Numbers and their organization assignment;
  - b. the total number of employees from whom dues were withheld;
  - c. the total amount withheld;

d. the names of employees from whom no dues were deducted;  
and

e. a copy of any written revocation received by the servicing payroll office since the previous remittance.

#### F. Effective Dates

1. Completed SF 1187s or equivalent will be submitted by the Union to the Agency for certification of dues withholding eligibility. This certification will be completed within 5 days of receipt. Dues withholding will be effective at the beginning of the first full pay period after receipt of a certified SF 1187 or equivalent by the Agency.

2. Revocation of dues withholding will be effected by filing SF 1188 or equivalent with the Agency. Such revocation will not be effective until the first full pay period following one year from the date the Agency received the assignment. (See D.6 above).

3. Termination of dues withholding as a result of the separation of an employee or other action affecting the employee's eligibility for withholding will be effective at the end of the pay period in which the separation or other action occurs.

4. If the Agency fails to process SF 1187s or SF 1188s (or equivalents), and the Local suffers a financial loss, the Agency will reimburse the Local.

### **SECTION 8 - LABOR-MANAGEMENT TRAINING**

A. It is to the advantage of both the Agency and the DCMA Council if the Union representatives are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Subject to mission requirements, Union representatives may be granted reasonable amounts of administrative leave to attend AFGE-sponsored training sessions or other training courses which are available at no cost to the Agency, either for tuition or for travel and per diem.

**ARTICLE 9**  
**UNION RIGHTS**

**SECTION 1- UNION RIGHTS**

In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. Chapter 71 and this Agreement.

**SECTION 2 - APPROPRIATE ARRANGEMENTS**

See the Labor-Management Relations Between the Parties Article 8, Section 6, and 5 U.S.C. Chapter 71.

**SECTION 3 - ORDER OF PRECEDENCE**

In any conflict between this Agreement and Agency Regulations, the provisions of this Agreement will be followed.

**SECTION 4 - PRESENTING VIEWS**

The Union has the right to present its views to the Agency on matters of concern, either orally or in writing. The Union has the right to negotiate personnel policies, practices and working conditions as provided in 5 U.S.C. Chapter 71.

**SECTION 5 - FORMAL DISCUSSIONS**

A. Consistent with 5 U.S.C. § 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

B. The DCMA Council Local will be advised in advance of the time, location and general nature of the subject matter to be addressed at these formal discussions. Normally the Agency will provide such notification two (2) working days in advance. Copies of any briefing charts/documents provided to the bargaining unit employees will be provided to the DCMA Council Local prior to the formal discussion.

C. During the formal discussion, the Union representative will be permitted to respond to issues affecting bargaining unit employees and any comments made about the Union and/or its views.

## **SECTION 6 - COMMUNICATIONS WITH BARGAINING UNIT EMPLOYEES**

Consistent with 5 U.S.C. Chapter 71, the Agency may communicate directly with employees regarding conditions of employment provided that it does not do so in a manner which will improperly bypass the Union under the statute.

## **SECTION 7 - SURVEYS**

A. Employee surveys related to personnel policies, practices or working conditions will be provided to the Union in advance of dissemination. The Union shall respond with any concerns within ten working days.

B. In those instances when the information received as a result of the survey causes the Agency to implement changes that affect bargaining unit employees in the areas of personnel policies, practices, or working conditions, the Agency agrees to negotiate as appropriate.

## **SECTION 8 - UNION OFFICIAL ASSIGNMENTS**

Union officials will be given consideration for lateral assignment to vacancies that will better enable them to perform their representational duties.

## **SECTION 9 - ACCESS TO RECORDS**

Upon a written request demonstrating a particularized need, the Union has the right to reasonable access to data normally maintained by the Agency pertaining to personnel and conditions of employment. Release of data to the Union is subject to applicable regulatory and legal restrictions.

## **SECTION 10 - RESPONSIBILITY**

The President of the DCMA Council Local, or designee, will be the primary person in all contacts with the organization(s) on matters involving personnel policies and/or practices or other general conditions of employment affecting employees represented by the DCMA Council Local. The President of the DCMA Council Local will notify the organization(s) of those officials who will carry out the provisions of this Agreement in his/her absence.

## ARTICLE 10

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

#### **SECTION 1 - GENERAL**

In accordance with 5 U.S.C. § 7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

#### **SECTION 2 - EMPLOYEE RIGHT TO PARTICIPATE**

Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the Union.

#### **SECTION 3 - EMPLOYEE CONCERNS**

Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate Agency or Union representative at the lowest level capable of resolving the matter.

#### **SECTION 4 - EMPLOYEE RIGHT TO REPRESENTATION**

A. A representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action against them; and (2) the employee requests such representation. When such an examination is held, every reasonable effort will be made to schedule it at a time and site, which is acceptable to all of the participants.

B. When an employee exercises their rights under this section and when the DCMA Council Local representative of the employee is not immediately available, the meeting will be deferred for a reasonable period of time to permit the presence of the DCMA Council Local representative if the Agency elects to hold the meeting.

C. The Agency shall annually inform all members of the bargaining unit of their rights, as set forth in this Section.

D. The Agency will recognize the employee's right to seek DCMA Council Local representation at any time after the employee has been asked to make a statement about another bargaining unit employee should the employee

reasonably believe that such discussions could lead to subsequent disciplinary action against them.

#### **SECTION 5 - EMPLOYEE NOTICE TO SUPERVISOR**

If an employee has a problem or situation which he or she desires to discuss with a DCMA Council Local representative during working hours, he or she will advise his or her supervisor and request permission to leave the work area. Supervisors will grant reasonable requests for temporary absence for this purpose at such times and for such a period of time as the employee can be excused without unduly impeding the work of the Agency. If not immediately approved, the supervisor will inform the employee of the earliest time that the employee can leave.

#### **SECTION 6 - EMPLOYEE PAY AND W-2 ASSISTANCE**

A. Employees are entitled to their pay at the proper time and in the proper amount. The Agency will make reasonable efforts to assure that employees receive their proper pay at the proper time, and that their leave and earnings statements are available on the day they are due.

B. The Agency will make reasonable efforts to assure that W-2s are available by the end of January of each year.

#### **SECTION 7 - NEW BARGAINING UNIT EMPLOYEES**

A. The DCMA Council Local will be notified when bargaining unit employees are assigned to or separate from an organization.

B. The Agency will advise new employees of their right to join or assist the Union freely and without fear of penalty or reprisal or to refrain from any such activity, and will provide new employees access to the names and phone numbers of appropriate DCMA Council Local representatives.

C. All new employees shall be informed by the Union that the DCMA Council is the exclusive representative of employees in the unit. Each new employee will have access to a copy of this Agreement.

#### **SECTION 8 - HEALTH BENEFITS**

A. The Agency shall keep employees informed of "open seasons" and the health benefits available. The Agency shall support Health Fairs, which provide employees health benefits information on individual benefit carriers. Such fairs are contingent on the cooperation and availability of representatives from various health benefit carriers. Employees shall be given reasonable time to attend

Federally-sponsored Health Fairs in their local area to the extent individual participation does not conflict with other mission requirements.

B. The Agency will notify employees annually of the general requirements for payment of Health Benefits premiums during their non-pay status and the effects of cancellation of coverage. This notice will also remind the employees of their responsibility to seek Human Resources (HR) counseling and assistance on a case-by-case basis.

### **SECTION 9 - SUBPOENA AND WARRANTS**

If any employee is to be served with a warrant or subpoena, it will be done in private to the extent such circumstances can be reasonably controlled by the Agency.

### **SECTION 10 - SENSITIVE DISCUSSIONS**

Agency/employee discussions concerning performance deficiencies and disciplinary and adverse actions shall be conducted in a location which will ensure privacy.

### **SECTION 11 - RIGHTS AND BENEFITS**

None of the rights and/or benefits accorded the DCMA Council through this agreement shall be waived except by the Council in writing.

### **SECTION 12 - LUNCH FACILITIES**

The employees shall be provided a lunch area at each site where employees are duty stationed. If a separate room is available at the duty station or work site, the Agency shall provide this area as a lunch room. Lunch facilities on or adjacent to the duty station will satisfy these requirements.

### **SECTION 13 - RELOCATION OF WORKSTATION**

Where management has a legitimate business-related reason for designating that bargaining unit members sit at particular work stations, this will be discussed with the employees and the DCMA Council Local. Those bargaining unit members who are physically relocated shall select their individual workstations by consensus within a set of workstations designated by management. If the bargaining unit members are unable to arrive at a consensus, seniority by service computation date shall be used to resolve the matter.



#### **SECTION 14 - COMBINED FEDERAL CAMPAIGN (CFC)**

Gifts to the Combined Federal Campaign (CFC) shall be confidential. Information shall not be gathered, published or disseminated regarding individual charitable contributions or lack thereof. Bargaining unit employees will be encouraged to volunteer to assist in the administration of the campaign. The Agency will encourage appropriate recognition of these volunteers.

#### **SECTION 15 - DAMAGE TO EMPLOYEES CLOTHING**

Employees will be compensated for damage to clothing incident to service in accordance with 31 U.S.C. § 3721.

## **ARTICLE 11**

### **EMPLOYEE BENEFITS**

#### **SECTION 1- PARKING**

The Agency will arrange for employee parking wherever practicable. Implementation may be negotiated locally.

#### **SECTION 2 - EMPLOYEE USE OF THE INTERNET**

A. The Agency has authorized limited personal use of the Internet including e-mail through government furnished resources in accordance with the Joint Ethics Regulation, DoD 5500.7-R.

B. Employees' use of the Internet utilizing Government furnished equipment and computer networks is consent to monitoring usage.

C. Examples of prohibited use of the Internet includes, but is not limited to, the following:

1. Storing, receiving, processing, displaying, sending or otherwise transmitting material that puts the Agency's communication system to use that adversely reflects on DCMA, such as chain letters, and offensive or obscene material. Offensive material includes, but is not limited to, "hate literature," such as racist literature, materials or symbols and sexually harassing materials. Obscene material includes, but is not limited to, pornography and other sexually explicit materials.

2. Participating in "chat lines" or open forum discussion unless for official purposes.

3. All Agency employees should report all suspected intrusions or compromises of Agency Internet or Intranet services, controls or any suspected alterations of the information that the Agency makes available on its Internet sites. Employees should contact the Agency Information Technology (IT) office to report suspected intrusions.

#### **SECTION 3 - DEPENDENT CARE**

A. The Parties to this Agreement support flexibility for employees in balancing their work and dependent needs. At Agency facilities where child care services are available, the Agency agrees that such facilities will be governed by applicable DoD regulations and the Military Child Care Act to ensure that a safe and healthful environment is provided. The Agency agrees to meet, confer, and

attempt to resolve specific issues related to child care services with the applicable DCMA Council Local.

B. To assist those employees in balancing work with family needs, the Agency will:

1. encourage the use of workplace flexibilities and programs such as flexible work schedules, compressed work schedules, telework, part-time employment, job share, and leave programs;
2. educate employees annually about Long-Term Care Insurance; and
3. increase manager and employee awareness of family-friendly programs.

C. The Agency may arrange for annual Child/Elder care fairs at each organization. Employees may attend these seminars during duty time and at no cost. The Agency will provide a link to the OPM website regarding dependent care.

## ARTICLE 12

### EMPLOYEE ASSISTANCE PROGRAM

#### **SECTION 1 - GENERAL**

A. The federal Employee Assistance Program (EAP) provides free, confidential short term counseling to identify the employee's problem and, when appropriate, make a referral to an outside organization, facility or program that can assist the employee in resolving his or her problem. It is the employee's responsibility to follow through with this referral, and it is also the employee's responsibility to make the necessary financial arrangements for this treatment, as with any other medical condition.

B. The Agency agrees to implement and promote an EAP for individuals suffering from alcoholism, drug abuse, financial problems or emotional disorders that may affect job performance and to make employees and supervisors aware of the program.

C. Employees suffering from any of the above may request from the EAP information and/or assistance in locating appropriate rehabilitative services or community support groups.

D. The objectives of this program are two-fold: (1) to enhance employee productivity and efficient personnel management by providing a mechanism for dealing with conduct and performance-related employee problems; and (2) to provide professional counseling services. The range of problems includes ANY employee problem which may adversely impact on job behavior, performance or conduct. These problems may include emotional, alcohol and drug-related, familial and marital, financial, legal and other problems.

E. Confidentiality is an essential component of the EAP. All counseling records will be maintained in the strictest confidence.

F. The Agency will insure that no employee will have job security or promotion opportunities jeopardized by a request for counseling or referral services.

#### **SECTION 2 - COUNCIL/AGENCY COOPERATION**

The DCMA Council agrees to cooperate fully with the Agency in attempting to rehabilitate and improve the work performance of affected employees who need assistance under the provisions of this program.

### **SECTION 3 - EMPLOYEE RESPONSIBILITY**

A. When an employee's problem interferes with the efficient and proper performance of their duties, reduces their dependability, or reflects discredit upon the Agency, supervisors will either advise or encourage troubled employees to pursue help through the EAP before considering disciplinary or other corrective action.

#### 1. Formal Agency Referrals

a. When the Agency formally refers an employee for EAP counseling, the time associated with the initial assessment/referral and all additional assessment visits with an EAP counselor will be without charge to leave.

b. Subsequent visits to the referred provider for rehabilitation or treatment of an employee problem will be charged to sick leave or other leave at the employee's option.

B. Employees retain the right to refuse to participate in the EAP. If the Agency refers the employee to EAP and the employee refuses to participate, the Agency is free to pursue disciplinary or other corrective action. Referring an employee for counseling service is not a bar to initiating corrective action. If an employee is referred, but there is still no improvement in performance or conduct, corrective action may be taken as warranted, on the basis of the deficiency.

C. The Agency will utilize a Management-encouraged referral to EAP in those situations when a supervisor becomes aware that an employee is experiencing a personal problem, but the work environment has not been affected. The supervisor will suggest use of the EAP services and offer to assist the employee in obtaining an EAP Counselor. No record will be made of the discussion. The time associated with the initial assessment/referral and all additional assessment visits resulting from Management-encouraged referrals will be without charge to leave. Subsequent visits to the referred provider (non-EAP counselor) for rehabilitation or treatment of an employee problem is charged to sick leave or other leave at the employee's option.

D. Employees who suspect they have such problem(s) whether or not it currently affects their work are encouraged to use EAP on a voluntary basis.

### **SECTION 4 - USE OF SICK LEAVE UNDER THE PROGRAM**

Employees undergoing a prescribed program of treatment will be granted sick leave, upon request, on the same basis as any other illness when absence from work is necessary.

## **SECTION 5 - PROGRAM TRAINING AND PUBLICITY**

- A. DCMA Council Local representatives will attend local seminars, workshops, conferences or training sessions designed to acquaint supervisors, managers and employees with the program and its operation.
- B. The Agency shall inform employees of the program and its services annually.
- C. Information on services and the coordinator's name and telephone number will be made available to employees.
- D. New employees will be provided orientation on the EAP Program and services available.
- E. When the EAP provider is changed, all employees will be given information on the new provider in a timely manner.

## ARTICLE 13

### DRUG FREE WORKPLACE PROGRAM

#### **SECTION 1 - GENERAL**

The parties recognize that the Agency's principal mission is to protect the national defense. Accomplishment of this mission requires the highest standards of employee competence, reliability and integrity. Illegal use or possession of drugs by employees, on or off duty, is inconsistent with accomplishing the Agency's mission. Such conduct constitutes a hazard to personnel, property and operations; contributes to reduced employee productivity, reliability and increases employee absenteeism; and undermines the morale and discipline of the work force. Deterrence of illegal drug use and detection of employees who illegally use drugs is, therefore in furtherance of the Agency's national defense mission. Accordingly, the Agency, pursuant to Executive Order 12564, has established a Drug Free Workplace Program (DFWP) in furtherance of its national defense mission.

1. Where an employee is entitled to rely on a management personnel policy, rule or regulation with respect to drug testing, for which the employee derives some benefit; or conversely, where management's noncompliance would cause an adverse effect on the affected employee, management's own compliance with its personnel policy, rule or regulation, shall be subject to the negotiated grievance procedure. The parties recognize that as of the execution date of this Agreement these laws, rules and regulations include: Executive Order 12564, Public Law 100-71, government-wide Department of Health and Human Services (DHHS) and OPM regulations.

2. Employees are required to refrain from the illegal use or possession of drugs, on or off duty, as a condition of continued employment. Persons who illegally possess or use drugs, on or off duty, are not suitable for federal employment because such conduct is contrary to the efficiency of the service. Employees are required to comply with the DFWP, and refusal to do so will subject the employee to disciplinary action, including removal from the service.

3. It is agreed that drug abuse or addiction may not be used as an excuse for misconduct or less than fully satisfactory work performance. The employee's cooperation of availing him or herself of assistance will be considered by the Agency when proposing or effecting disciplinary or adverse action, related to conduct or performance of the employee.

#### **SECTION 2 - EMPLOYEES SUBJECT TO TESTING**

The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The program will include:

1. Random drug testing of bargaining unit employees in Testing Designated Positions (TDPs) and other bargaining unit employees who volunteer to be included in the random testing program;

2. Drug testing of any employee when:

a. there is a reasonable suspicion that the employee may be using drugs illegally;

b. the test is authorized as part of an investigation of an accident or unsafe practice and there is a reasonable basis to believe that the employee's actions may have contributed to the incident; or

c. the test is conducted as part of or follow-up to rehabilitation or counseling program under the EAP;

3. Testing of applicants for appointment (including reassignment, transfer, or detail for more than 120 days) in a TDP; and

4. All employees required to take a drug test at the direction of the Agency will be in a duty status. If the test extends beyond the regular shift, the employee will receive overtime or compensatory time or be released. When an employee is selected for random testing and is unable to transport themselves (for example, due to being in a car pool) to the collection facility, the Agency will make transportation arrangements to and from the facility. In cases of reasonable suspicion, accident or unsafe practice, or follow-up testing, the Agency will arrange for transportation of the employee to and from the collection site.

### **SECTION 3 - RANDOM SELECTION FOR TESTING**

The Agency agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing.

1. TDPs. The Agency agrees that designation of a position as a TDP will be in accordance with applicable law, rule and regulation.

a. An employee occupying a TDP will receive written notice that his or her position has been determined to meet the criteria and justification for random drug testing at least 30 days before the individual is subject to unannounced random testing.

b. Any bargaining unit employees selected for random testing will be selected on the basis of neutral criteria.



2. Volunteers. Any bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the Agency Drug Program Coordinator (DPC) in writing of his or her desire to be included in the pool of TDPs subject to random testing. Employees volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs.

#### **SECTION 4 - SPECIFIC NOTIFICATION OF TEST**

Employees selected for drug testing will be specifically informed of any impending test in accordance with applicable regulations. Each employee will be informed reasonably in advance of each of the following:

1. the reasons for ordering the drug testing and how the employee was selected for the test (e.g., random, reasonable suspicion (must be articulated), investigation of an accident, etc.);
2. the consequences of a positive result and the consequences of a refusal to cooperate, including possible adverse action(s); and
3. the right to grieve actions pursuant to the drug testing program under the negotiated grievance procedure and be represented by the Union in those proceedings.

The parties agree that methods and equipment used to test for illegal drug usage will conform to the DHHS mandatory guidelines.

#### **SECTION 6 - COLLECTION PROCEDURES**

The Agency agrees that collection procedures will be performed in accordance with applicable law, rule, and regulation.

1. Upon direction by management, designated employees will report to the designated location to be tested.
2. Unless direct observation collection is authorized by regulations, employees subject to testing will be permitted to provide a urine specimen in a rest room stall or similar enclosure so that the employee is not observed while providing the sample.
3. All samples collected will be subject to a strict chain of custody.

## **SECTION 7 - SAFE HARBOR**

The Agency agrees to provide an opportunity for assistance to those employees who voluntarily seek treatment for illegal drug use. "Safe Harbor" insulates the employee from discipline only for admitted acts of using illegal drugs when the Agency was unaware of such use.

## **SECTION 8 - ADMINISTRATIVE ACTION**

Any employee who is determined to be an illegal user of drugs and who occupies a sensitive position must be removed from that position through appropriate personnel action. The employee may be returned to duty in a sensitive position as part of a counseling or rehabilitation program if, in the sole discretion of the head of the organization, he or she determines that returning the employee to duty in the sensitive position would not endanger public health, safety or national security. Such determinations will be made in a fair, equitable and nondiscriminatory manner.

## **SECTION 9 - EAP REFERRAL**

A. Employees who receive a first confirmed positive test result or who voluntarily admit illegal drug use under Section 7, will be referred to the EAP consistent with laws, rules and regulations.

B. When it appears EAP referral is appropriate, the Union will encourage the employee to respond positively to the referral.

C. Because of its special relationship with bargaining unit members, the Union will guide, support, represent and otherwise influence an employee to effect the most positive outcome possible.

## **SECTION 10 - CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. Records, files, and information pertaining to employee drug tests and test results will be handled confidentially in accordance with applicable laws, rules and regulations.

B. Information will be released only to those officials of the Agency who have a need to know and are authorized by applicable law, rule or regulation to receive such information.

C. Regardless of the test results, any employee who is the subject of a drug test will, upon written request to the DPC, have access to any records relating to his or her drug test.

## **SECTION 11 - UNION REPRESENTATION**

- A. An employee who believes his or her position was improperly designated a TDP may grieve the matter under the negotiated grievance procedure.
- B. A grievance concerning an alleged impropriety in the drug testing process will be handled by the parties in the same manner as any other grievance. The parties will cooperate in attempts to resolve any dispute according to the negotiated grievance procedure.
- C. The Union will be provided information concerning the general drug testing process and the chain of custody consistent with the provisions of 7114(b)(4) of the Statute.
- D. Employees, at their election, may have Union representation as an observer during the collection process, in discussion with the Medical Review Officer and in discussion with supervisors concerning the test results. Unavailability of a Union representative will not delay collection of the sample.

## **SECTION 12 - DISCLOSURE OF INFORMATION TO THE DCMA COUNCIL**

Upon request, the Agency agrees to provide the DCMA Council an annual report that documents statistical information regarding the DFWP. The report will include the total number of bargaining unit employees tested, the total number of bargaining unit employees who tested positive, total number and types of disciplinary actions taken. The Agency also agrees to provide the DCMA Council an annual list by office of all bargaining unit positions designated as TDP and the reason for such designation. Following receipt of such information, the DCMA Council may submit documentation to the Agency requesting a review of positions designated as TDP. The documentation will include the specific rationale for disputing the TDP designation. Either party may include discussion of issues regarding the Drug Free Workplace Program as it relates to bargaining unit personnel as an agenda item for quarterly labor management meetings.

## **SECTION 13 - TRAINING**

When the Agency provides training on DFWP, the Union may be invited.

**ARTICLE 14**  
**SAFETY AND HEALTH**

**SECTION 1 - POLICY**

The Agency will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in Section 19 of the Occupational Safety and Health Act (OSHA), in Executive Order 12196, DCMA Instruction "Safety and Occupational Health Program" and other implementing regulations and directives.

**SECTION 2 - SAFETY AND OCCUPATIONAL HEALTH PROGRAM (SOHP)**

The DCMA Safety and Occupational Health Program shall establish and implement DCMA policy regarding safety and occupational health. The program is designed to provide DCMA personnel a safe and healthful workplace and work operations, whether working at DCMA facilities or at other locations.

**SECTION 3 - ACCESS TO INFORMATION, DATA AND REPORTS**

A. The Agency will provide employees electronic access to the DCMA plan, references, forms and other related information.

B. The Agency will allow the DCMA Council an opportunity to comment on the Agency proposed SOHP before it is finalized and implemented. Any comments submitted by the DCMA Council will be considered in developing the plan. A copy of the SOHP and the annual SOH report to the Department of Labor will be provided to the DCMA Council.

**SECTION 4 - UNION REPRESENTATION**

It is the intent of the DCMA Council that Union representatives will be engaged in investigations of work related accidents, reports of unsafe or unhealthful working conditions, safety, and health inspections, or other safety and health related complaints as part of their representational duties.

**SECTION 5 - PERSONAL PROTECTIVE EQUIPMENT (PPE)**

A. The Agency will furnish PPE to employees without cost or charge when it determines that such equipment is necessary for the work to be done safely. Employees may be allowed to retain such equipment, if it is no longer needed and it is not suitable for use by other employees.

B. Employees will use the safety equipment, PPE and other devices and procedures provided or directed by the Agency. Employees will take reasonable care of safety and protective equipment. The Agency will provide storage space for protective clothing and equipment assigned to employees.

C. Requests for PPE shall be considered as high priority action items by the Agency.

D. Prior to the entry by employees into contractor facilities, they shall be given all information on PPE required at the particular facility. If an employee is unsure of the working conditions and/or PPE requirements at a specific location, the employee is encouraged to contact his/her supervisor. PPE shall be provided prior to their entry into these facilities, if same is not provided by the contractor. Qualified safety and health personnel shall perform these evaluations and recommend appropriate PPE.

## **SECTION 6 - SAFETY INSPECTIONS**

A. The Agency shall ensure that each workplace is inspected annually by qualified SOH personnel (29 CFR 1060.25(a)). The Agency SOH personnel may eliminate the annual inspection requirement in contractor installations where DCMA personnel are duty stationed and where previous inspections have shown no significant hazards. The need for an inspection shall be reviewed annually to ensure that DCMA personnel are not placed at risk due to deteriorating conditions at the contractor site. Collateral Duty Safety Monitors (CDSMs) may be used to perform inspections of low risk areas, e.g. administrative work areas.

B. The DCMA Council Local President or designee will be notified when a federal health officer, Agency SOH personnel or a private contractor visits the facility for the purpose of a safety inspection of spaces used by bargaining unit employees. A representative designated by the DCMA Council Local will be invited to participate in these inspections. The Agency will provide the DCMA Council Local with a copy of the inspection report.

## **SECTION 7 - FIRST AID**

At activities where local health services are not available, the Agency will furnish one industrial first-aid kit for every 50 employees and will ensure that at least two employees are qualified to administer first aid. The Agency will provide Automated Electronic Defibrillators (AED) at DCMA offices where deemed necessary and/or appropriate.

## **SECTION 8 - HEALTH SERVICES AND MEDICAL EVALUATION**

A. The Agency will provide the necessary occupational health medical surveillance for employees whose exposure in the performance of official duties

requires medical surveillance. At a minimum, this will include all bargaining unit employees who are covered by a Medical Surveillance Program (MSP). Such employees will be notified in writing of the reasons for inclusion in the MSP. Such employees will be provided appropriate baseline, periodic and exit medical surveillance evaluations as determined by the occupational health physician.

B. The Agency maintains the right to require medical examinations in accordance with 5 CFR 339.301 at no cost to the employee, for employees covered by an MSP. However, employees maintain the right to submit additional medical documentation from sources of their choice at no cost to the Agency.

C. The Agency will provide employees whose positions are not covered by an MSP with a diagnostic examination if they have been exposed to hazardous material or prolonged exposure to unhealthful working conditions and such examination is determined by competent medical authority to be necessary. In addition, employees have the option of seeking medical examinations from sources of their own choice at no cost to the Agency. Employees have the right to decline medical examinations that are not a condition of employment. If employees indicate exposure to workplace hazards on data collection forms (DCFs) that would not normally trigger medical surveillance, the employees will indicate their intention of declination at the time they complete or update their DCFs to facilitate budget planning.

D. Employees will be provided with copies of the results of their medical monitoring tests within a reasonable time.

## **SECTION 9 - UNSAFE WORK AREAS**

A. The DCMA Council will support the Agency efforts to acquaint every employee with his or her safety and health rights and responsibilities. Any bargaining unit member who is performing duties, which he or she believes endangers his or her health or safety, will promptly notify the nearest available supervisor. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall remove the employee from the situation and refer the problem through appropriate channels for action.

B. An employee has the right to decline to perform an assigned task because of a reasonable belief that under the circumstances the task poses imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures (29 CFR 1960.46).

C. The DCMA Council Local will be promptly notified of all work areas used by bargaining unit employees that are determined to be unsafe or unhealthful.

Copies of safety or health inspections of such spaces will be provided to DCMA Council Local.

D. If an employee alleges that an unsafe work condition exists, the employee will inform the supervisor and may notify the DCMA Council Local and the organization's safety officer.

E. The provisions of DCMA safety instructions, E.O. 12196, and 29 CFR § 1960 in effect at the time will be followed so that employees who are involved in occupations with identified safety/health hazards are made aware of the hazards, informed of safe work practices, and educated in the use of appropriate PPE.

F. Appropriate abatement procedures in accordance with DCMA safety instructions, E.O. 12196, and 29 CFR § 1960 in effect at the time will be followed to correct a work area which has been determined by a competent authority to be unsafe or unhealthful.

G. Employees shall report accidents immediately as required by DCMA instruction.

#### **SECTION 10 - SAFETY AND HEALTH COMMITTEES**

Where the Agency establishes a Safety and Health Committee to ensure compliance with OSHA requirements, the appropriate DCMA Council Local will have a representative on that committee. The Safety and Health Committee shall have access to appropriate Agency information relevant to their duties, including information on the hazardous nature of substances in the Agency workplace.

#### **SECTION 11 - FIRE SAFETY**

The Agency will provide fire evacuation routes and post evacuation plans in all work areas and will ensure all work areas meet applicable fire codes.

#### **SECTION 12 - OFFICE WORK ENVIRONMENT**

A. Should temperatures fall below 65 degrees Fahrenheit or exceed 85 degrees Fahrenheit in office spaces, the Agency will place employees in a more suitable environment until temperatures are within the specified range. If such accommodation cannot be made, employees may be released from the worksite without charge to leave.

B. Management will consult with the appropriate facility management to correct adverse work environment conditions.

C. The employee has the right to request the Agency perform an evaluation of air quality. The Agency will respond to the employee's request commensurate with the level of risk but no later than 6 months.

### **SECTION 13 - TRAINING**

A. The Agency will provide appropriate job-related safety and health training for employees, including specialized job safety training appropriate to the work performed by the employee. Employees who are assigned to positions that are covered by a MSP or who are required to certify hazardous material will be provided the necessary training (necessary training may include the identification and classification of hazardous materials, proper packing and shipping methods, emergency procedures, etc.).

B. The Agency will train and certify volunteers in CPR, first aid and the use of AEDs.

### **SECTION 14 - ERGONOMIC PROGRAM**

A. The Agency will establish an ergonomic program in accordance with DODI 6055.1, Enclosure 6.

B. The Agency will ensure that office furniture and equipment will adjust to a sufficiently broad range of body types. Upon request of an employee, the Agency will consider specific physical characteristics in providing special chairs and furnishings.



## **ARTICLE 15**

### **WELLNESS**

#### **SECTION 1 - POLICY**

A. It is the goal of this Agency to provide employees with an environment which enhances the development of healthful lifestyles and high productivity by:

1. encouraging and assisting employees to establish and maintain dietary habits contributing to good health, disease prevention and weight control;
2. reducing job related stress and encouraging the development of positive methods of stress management;
3. discouraging the abuse of alcohol and drugs and assisting employees with alcohol or drug-related problems in obtaining needed treatment and rehabilitation;
4. assisting and supporting employees with controllable diseases in the management of their illness; and
5. discouraging the use of tobacco products.

B. The Agency and the DCMA Council recognize that employees are responsible for their own health and fitness. While the Agency encourages all employees to adopt healthy lifestyles and actively pursue fitness in coordination with their physician's advice and guidance, participation in any Agency-sponsored health promotion or activity must be purely voluntary.

C. The Agency will publicize the availability of medical programs (such as flu shots, blood pressure screening, education programs relating to health such as smoking cessation and diet and nutrition) that may be offered to employees as part of a Wellness Program. Participation in such programs is voluntary, is subject to availability of Agency funds, and may be done on duty time if the program is offered during the employee's duty hours.

#### **SECTION 2 - HEALTH PROMOTIONS**

A. Smoking

1. It is the policy of the executive branch to establish a smoke-free environment for Federal employees and members of the public visiting or using Federal facilities. The smoking of tobacco products is prohibited in all interior space owned, rented or leased by the executive branch of the Federal

Government, and in any outdoor areas under executive branch control in front of air intake ducts.

2. When possible, an outdoor area which provides a measure of protection from the elements will be designated. The area will be reasonably accessible to employees. Outdoor smoking policies may be developed and negotiated locally and will be consistent with current regulations.

3. Smoking reduction and cessation programs will be conducted in accordance with applicable law and regulations and subject to available funding.

#### B. Nutrition

Where feasible, dining facilities will provide caloric information and meals with reduced amounts of fat, salt and calories. Information shall be made available to employees on the importance of good nutrition to overall health, weight control and the prevention and management of disease.

#### C. Stress Management

The Agency shall provide the employees with access to information on scientifically supported stress management techniques when requested.

#### D. Alcohol and Drug Abuse

The Agency shall make alcohol and drug abuse counseling and referral services available to all employees through the Agency EAP in accordance with Agency and DOD policy and the DCMA Drug-Free Federal Workplace Plan.

#### E. Serious Illnesses

The Agency shall provide the employees with information regarding serious illnesses and medical conditions when requested.

### **SECTION 3 - COMMERCIAL FITNESS MEMBERSHIPS**

Funding supplements for commercial fitness memberships will be provided in accordance with the DCMA instruction governing fitness memberships.

### **SECTION 4 - AUTHORIZED TIME FOR PHYSICAL FITNESS**

A. The Agency and the Union agree that the fitness program goal is to promote the health and wellness of the workforce. Full time employees will be authorized two hours per week to voluntarily participate in physical fitness activities during their tour of duty. This does not include Agency sponsored activities.

B. Fitness activities must address cardiovascular/aerobic endurance, muscular strength, endurance, flexibility and/or body conditioning. Employees will be authorized a minimum of 30 minutes per day up to a maximum of 1 hour per day for exercise activities, not to exceed 2 hours per week. Employees who choose the beginning or the end of their tour of duty for an authorized exercise period must use the time for actual exercise or for transportation or cleanup time, provided that it immediately precedes or follows the actual exercise. Physical fitness periods can be taken in conjunction with the regularly scheduled lunch period.

C. Unused periods cannot be banked and carried over to the next week. Two (2) hours per week includes time for changing clothes, showering and travel to/from the exercise location. On base facilities should be utilized, where available.

D. The employee must initiate a written request to the first level supervisor, including the employee's projected times, location and nature of the fitness activity. Specific times for participation will be dictated by mission requirements and approved in advance. Management may suspend participation privileges if mission requirements warrant. Management may revoke participation if abuse is identified. Additionally, the employee must provide a doctor's certificate from his/her primary care provider/physician certifying which physical fitness activities are permitted and there exists no limiting physical conditions unless otherwise noted on the doctor's certificate. Individuals with performance and/or conduct issues may be ineligible to participate in the program.

E. The employee will report physical fitness activities time using the appropriate labor and accounting system. Employees must maintain an informal diary of all activities, goals and progress.

## ARTICLE 16

### EMPLOYEE DISABILITY COMPENSATION

#### **SECTION 1 - GENERAL**

It is acknowledged that the Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, will administer benefits to employees under the Federal Employees Compensation Act. The DCMA HR services provider will administer the OWCP program for the Agency. The Agency will publish information about the program and its benefits, points of contact at the DCMA HR services provider and telephone numbers for employees needing information concerning processing of OWCP claims. The Agency will provide a toll free number for CONUS employees to contact the DCMA HR services provider.

#### **SECTION 2 - RESPONSIBILITIES**

A. Employees are responsible for reporting all job-related injuries and illnesses to the appropriate supervisor. If an employee requires medical treatment for the injury, the Agency should complete the front of Form CA-16, Authorization for Examination and /or Treatment. When there is no time to complete a Form CA-16, the Agency may authorize medical treatment by telephone and send the completed form to the medical facility. Unless precluded by medical emergency, employees have the right to treatment by the health care provider of their choice. When an employee is injured on the job and is unable to transport himself/herself to a medical facility, the Agency will make transportation arrangements to and from the facility, unless the employee requests otherwise. Transportation from the medical facility will not be the responsibility of the Agency if the employee is admitted to the hospital.

B. When the Agency becomes aware that an employee has suffered illness or injury in the performance of duties, the supervisor and/or the HR services provider will counsel the employee in such matters as their right to file for compensation benefits, the appropriate compensation forms to be filed, the types of benefits available, the procedure for filing claims and the option to use compensation benefits in lieu of sick leave.

C. The injured employee will be furnished a Form CA-1 (Federal Employees Notice of Traumatic Injury and Claim of Continuation of Pay/Compensation) normally within 48 hours after report of injury for completion. If the employee is unable to complete the Form CA-1, the Agency will promptly complete as much as the form as practicable and forward the form through the appropriate channels. An employee who incurs a traumatic injury may be entitled to continuation of pay (COP) of up to 45 calendar days for wages lost or treatment due to the injury. If the employee, supervisor or someone acting on the

employee's behalf does not file a CA-1 within 30 days of the injury, entitlement to COP is lost, in which case, the employee may file for compensation for wages lost on a CA-7. COP must be supported by medical documentation.

D. An employee may file a CA-2 for an occupational illness which resulted from a condition produced in the work environment over a period longer than one workday or shift. An occupational illness does not entitle an employee to COP.

E. The Agency will not prevent an employee from filing a claim and will process the claim that has been submitted. However, it is understood the Agency will document its knowledge of the circumstances surrounding the injury, which may be different from the information provided by the employee. If the Agency controverts the OWCP claim, the employee will be provided a copy of all information pertaining to the claim which is retained by the Agency.

F. The HR services provider will assist the employee in contacting appropriate OWCP authorities in an effort to expedite payment of claims. Assistance will also be given to the employee in pursuit of resolution of claims.

G. If an employee is re-injured or aggravates a compensable injury during the period ending not later than 90 days after the employee returns to duty and the Agency authorizes a medical examination in connection therewith, the absence for such examination shall not be charged to personal leave.

H. Employees receiving COP may be ordered to report for medical examination for the purpose of enabling the Agency to determine medical limitations, which may affect placement decisions.

I. A link will be included on the Agency website which provides pertinent OWCP information on the current DCMA claim procedures and frequently raised questions and answers forwarded by the Department of Labor regarding the benefits of the Federal Employees Compensation Act.

J. Employees filing worker's compensation claims are expected to keep their supervisor informed of his/her status.

## ARTICLE 17

### PREVENTION OF WORKPLACE VIOLENCE

#### **SECTION 1 - POLICY**

A. It is the Agency's policy to promote a safe working environment for its employees. The Agency and the Union are committed to working with employees to maintain a work environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior.

B. Violence, threats, harassment, intimidation and other disruptive behavior in the workplace will not be tolerated. Such behavior could include oral or written statements, gestures or expressions that communicate a direct threat of physical harm. Reports of incidents will be dealt with appropriately. Individuals who commit such acts may be removed from the premises, subjected to disciplinary action and/or subjected to criminal penalties.

#### **SECTION 2 - PREVENTION**

The Agency may employ various methods of alternate dispute resolution, including but not limited to an ombuds program, Employee Assistance Program, mediation, interest-based problem solving and facilitation as strategies to prevent workplace violence.

#### **SECTION 3 - INDICATORS OF POTENTIAL VIOLENCE**

Indicators of potential violence include but are not limited to:

1. direct or veiled threats;
2. intimidating, belligerent, harassing, bullying or other inappropriate and aggressive behavior;
3. confrontation with supervisors or other employees;
4. bringing a weapon to the workplace;
5. statements indicating desperation to the point of contemplating suicide or other violent behavior;
6. drug/alcohol abuse; or
7. extreme change in behavior.

#### **SECTION 4 - RESPONSE PROCEDURE**

A. If any of the indicators listed above or other indicators of potential violence are reported to a supervisor, the supervisor will immediately evaluate the situation for appropriate action.

B. If the supervisor determines there is potential for immediate violence, the supervisor will contact the appropriate security and/or law enforcement personnel. If the supervisor determines there is no immediate threat, the supervisor may employ any of the preventive strategies identified in Section 2.

**ARTICLE 18**  
**EMPLOYEE DEBT**

**SECTION 1 - GENERAL**

- A. Information on employee debt can be found in 5 CFR Parts 582, 835 and 1210.
- B. The Agency and DCMA Council agree that employees are responsible for their debts and repayment of such.
- C. The Agency agrees that no Agency personnel shall be assigned to perform the work for a collection agency for debts allegedly due by an employee to a private individual or firm.
- D. Employees that are experiencing financial difficulties are encouraged to contact EAP for assistance.



## ARTICLE 19

### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

#### **SECTION 1 - POLICY**

The Agency and the Union agree that discrimination in employment because of race, color, religion, sex, national origin, age, disability, or sexual orientation as these terms are defined by appropriate law, regulation or Executive Order is prohibited. Sexual harassment is also a form of discrimination and the Agency and Union agree that all personnel will work toward its prevention.

#### **SECTION 2 - THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The DCMA Equal Employment Opportunity/Affirmative Employment Program (EEO/AEP) shall be designed to promote equal employment opportunity in accordance with applicable law and government-wide regulation.

#### **SECTION 3 - INFORMATION DATA AND REPORTS**

- A. The Agency will provide employees electronic access to regulations in the Agency's possession which describe the discrimination complaint process.
- B. The Agency will provide employees electronic access to the DCMA AEP.
- C. The Agency will allow the Union an opportunity to comment on the Agency's proposed AEP before the Plan is submitted to EEOC. Any comments submitted by the Union will be considered in developing the Plan. A copy of the approved AEP and any Reports of Accomplishments submitted to EEOC will be provided to the Union.

#### **SECTION 4 - COMPLAINTS**

- A. Any employee who seeks advice, wishes to file or has filed an EEO complaint shall be free from coercion, interference or reprisal due to the complaint.
- B. Complaints must be initiated within 45 days of the date of the incident. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.
- C. An employee is entitled to designate a representative of her or his choice. If a Union representative is designated as the employee's representative, the Union representative is not acting in their Union capacity, but rather in their individual capacity.

D. Pursuant to the Statute, an aggrieved employee who alleges discrimination may at his or her option raise the matter under a statutory procedure (EEO complaint) or the negotiated grievance procedure, but not both. The employee shall be deemed to have exercised his or her option, when, on or after the effective date of the appealable action, the employee timely files a formal written EEO complaint or initiates a notice of MSPB appeal under the statutory procedures or files a written grievance in accordance with the negotiated grievance procedure, whichever event occurs first.

E. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the organization head in the negotiated grievance procedure will be considered the final decision in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

F. Employees who allege discrimination or who participate in the investigation and/or presentation of such complaints will be free from restraints, interference, coercion, discrimination or reprisal.

G. Any bargaining unit employee who is a complainant or witness and is involved in the complaint process shall be in a duty status and entitled to a reasonable amount of time to fulfill her or his responsibilities, as well as travel and per diem. A bargaining unit employee who is acting as the complainant's representative shall be in a duty status and entitled to a reasonable amount of time to fulfill his or her responsibilities but is not entitled to travel and per diem.

H. The Agency shall maintain adequate staffing to process requests for assistance and EEO complaints.

#### **SECTION 5 - EEO COUNSELORS**

A. Individuals providing EEO counseling services will be properly trained in accordance with appropriate regulations. Counseling will be made available to employees during their duty time if otherwise in a duty status. The EEO Counselor will provide information on her/his role as the Counselor and the EEO Counseling process.

B. The Agency will post information in conspicuous places on how to obtain EEO counseling along with appropriate telephone numbers. This information shall be kept current.

## **SECTION 6 - MEDIATION OF AN INFORMAL OR FORMAL COMPLAINT**

The Union will be given the opportunity to review any settlement agreement reached as a result of a mediation of an EEO complaint filed by a bargaining unit employee at either the informal or formal stage, prior to implementation. The purpose of this review will be to determine the impact on the bargaining unit.

## **SECTION 7 - SOFTWARE**

Future software applications developed or purchased by the Agency shall be consistent with the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations.

## ARTICLE 20

### ABSENCE AND LEAVE

#### **SECTION 1 - GENERAL POLICIES**

A. Employees will be entitled to accrue and use leave in accordance with law, Government-wide rule and regulation and the provisions of this article. Any reference to leave approving official in this article includes both the leave approving official and his/her designee.

B. Employees are expected to apply in advance for approval of all anticipated leave. Leave requests and approval or denial will be made in writing or electronically. The leave approving official agrees to respond to all leave requests in a timely manner.

C. When an employee has not received advance approval for leave and does not report to work, the employee must, by the latest allowable arrival time depending on the employee's official duty station and work schedule, speak directly to his/her leave approving official or leave a phone message with the leave approving official. The leave approving official or designee will contact the employee and approve or deny the leave requested. Where individual circumstances are determined warranted by the manager, the leave approving official may ask the employee to speak to them directly or to leave a message which includes where the employee can be reached.

D. Leave may be taken in the smallest increment permitted by the timekeeping system.

#### **SECTION 2 - ANNUAL LEAVE**

A. Annual leave is provided and used to allow employees an annual vacation or extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes. The use of accrued annual leave is the right of the employee, subject to the right of the Agency to approve the time at which leave may be taken. Employees must apply in advance for approval of all anticipated leave to permit the orderly scheduling of leave and to avoid leave forfeiture. The Agency shall make reasonable attempts to approve leave requests such that employees may have an annual vacation period of at least 2 consecutive weeks. Reasonable efforts will be made to accommodate employees who desire leave for special occasions such as religious and other holidays, birthdays and attendance at funerals. Employees are not required to give reasons for requesting annual leave. All annual leave requests, submitted in advance, will be approved/ disapproved within a reasonable time after submission (normally within 24 hours).

B. The Agency may cancel approved leave to meet situations of immediate or pressing operational need or work requirements. Leave must not be canceled for arbitrary or capricious reasons. Cancellation of leave is not disciplinary in character and must not be used as a punitive measure. When previously approved leave must be rescheduled, the employee will be advised of the reason for the change as soon as practicable after the need for the change has been determined. Reasonable efforts shall be made to accommodate the employee's request to reschedule his/her leave.

C. When "use or lose" leave is requested in writing before the start of the third biweekly pay period prior to the end of the leave year and cannot be approved or used prior to the end of the leave year, the excess annual leave will be restored in accordance with law or Government wide rule and regulation and carried over into the next leave year.

D. The leave approving official should request an advance schedule for leave for periods of high annual leave usage. Leave approval/denial should be provided by the leave approving official or designee within 14 calendar days after the suspense date. Initial attempts to resolve scheduling conflicts will occur between the employees. If scheduling conflicts remain, the leave approving official will make the final decision.

E. In the case of voluntary or involuntary reassignment from one supervisor to another, every reasonable attempt will be made to honor previously approved leave to the extent that it does not adversely affect the choice of another employee or hamper the mission of the organization.

### **SECTION 3 - UNSCHEDULED ANNUAL LEAVE**

A. Leave may be granted when it is not requested in advance unless an immediate or pressing operational need or work requirement would preclude the granting of leave for the time requested.

B. The employee must contact their supervisor or designee, as soon as possible to request annual leave. Unscheduled annual leave will be approved on a case-by-case basis. The Agency will identify those individuals with the authority to approve/disapprove requests for unscheduled leave. This request will be made to the leave approving official via direct conversation, in writing, e-mail or phone message. In event of an emergency, approval may be given after the fact.

C. To the extent practicable, the supervisor will provide written disapproval with justification to the employee, upon request of the employee.

## **SECTION 4 - ADVANCED ANNUAL LEAVE**

Employees are not automatically entitled to advanced annual leave. The maximum amount of advanced annual leave which may be granted is the number of hours which will be accrued by the employee before the end of the leave year, or for those employees serving under temporary appointments, that amount they will earn by the scheduled expiration date of their appointments.

## **SECTION 5 - LEAVE FOR RELIGIOUS OBSERVANCES**

Employees may utilize annual leave, credit hours, comp time or religious comp time when their personal religious beliefs require the abstention from work during certain periods of the work day or work week.

## **SECTION 6 - SICK LEAVE**

A. The use of sick leave is an employee benefit. In accordance with applicable regulation, the Agency will grant sick leave to an employee when the employee meets one of the following conditions:

1. the employee receives medical, dental or optical treatment;
2. the employee is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;
3. the employee provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, childbirth, or who receives medical, dental or optical examination or treatment;
4. the employee makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
5. the employee would, as determined by the health authorities having jurisdiction or by a health care provider/practitioner, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
6. the employee must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

### **B. Medical/Practitioner Certificates**

1. A certificate in support of an application for sick leave of five consecutive workdays or less will not be required unless the supervisor has

reason to believe the employee has abused sick leave. Supervisors may consider employee self certification as acceptable evidence for absences of any length.

2. An approval from an attending physician/practitioner may be required prior to the employee's return to duty after an absence to ensure they are able to resume work without endangering themselves or other employees.

C. When requested, an employee will provide written medical certification to the Agency, along with the request for leave in a timely manner, but not later than 15 days of the request. If the employee fails to provide the required medical documentation within the 15 day time period, the employee's sick leave request may be denied. Extensions of the 15 day time period may be granted where the manager determines the particular situation warrants an extension. Medical certification for sick leave will include all of the requirements contained in regulation or other relevant requirements as determined necessary by the Agency.

D. An employee who expects to be absent more than one day will inform the leave approving official of the expected date of return to duty. In such cases, daily contacts with the leave approving official may not be required. In case of an extended illness (including use of sick leave for family care and bereavement purposes and family and medical leave under the FMLA), the employee will inform the leave approving official as soon as he/she becomes aware of an expected return to duty date.

E. Employees, upon request, and with the approval of the leave approving official, may change previously-authorized annual leave, credit hours or leave without pay to sick leave if the requirements for usage of sick leave are met. Additionally, an employee may use annual leave, credit hours or comp time in lieu of sick leave.

#### F. Advanced Sick Leave

1. Advanced sick leave may be granted in cases of serious disability or illness. Such requests must be supported by medical certification. Employees should also consider the Leave Transfer and Donation Program for additional leave. Employees are not automatically entitled to advanced annual/sick leave. Denials of requests for advanced sick leave should be conveyed to the employee promptly and contain a specific explanation for the reasons of the denial.

2. When there is reasonable expectation that an employee will return to duty in cases of serious illness or disability, an employee may be advanced sick leave up to the maximum of 240 hours provided that:

a. the employee submits a written request to the supervisor prior to the desired effective date of the advanced leave unless precluded or prevented from doing so by the disability or illness and it is supported by a physician's/practitioner's statement;

b. there is reasonable assurance that the employee will return to duty for a sufficient period of time to earn the sick leave that is advanced; and

c. all earned sick leave is used before the date the advanced leave is to begin.

3. The Agency may grant an employee's request for advanced sick leave of 24 hours or more for other than a major illness or long-term incapacitation, when there is a reasonable expectation that the employee will return to duty and sick leave abuse is not evident.

#### G. Job-Related Medical Examinations

Employees obtaining job related medical examination or treatment at the appropriate health unit will be in a duty status.

#### H. Leave and Earnings Statement

The Agency and the DCMA Council recognize the privacy of the information, including sick leave, contained on individual leave and earnings statements. They agree that these statements will be handled in a practical but discreet manner.

#### I. Request for Leave

1. Sick leave for illness, injury or other circumstances which cannot be anticipated in advance will be requested as soon as possible. This request can be made via direct conversation, in writing, e-mail or phone message. In event of a medical emergency, approval may be given after the fact.

2. The supervisor will provide written disapproval with justification to the employee, upon the employee's request.

### **SECTION 7 - COURT LEAVE (CL)**

A. In accordance with federal law, an employee with a regular scheduled tour of duty is entitled to CL. The employee should present a court order, subpoena or summons to his/her leave approving official when they request CL for appearing as a witness or a juror. CL will be approved if the employee is summoned:



1. for jury duty; or
  2. to court to serve in an unofficial capacity as a witness for any party when the Federal, District of Columbia, state or local government is a party.
- B. Upon return to duty, the employee must submit written proof of attendance from the court to the leave approving official.
- C. Compensation will not be received for serving on jury duty in a Federal court. However, employees may keep expense money received for mileage, parking or required overnight stay. Monies received for performing jury duty in state or local courts are indicated on the pay voucher or check as either “fees for services rendered” or “expense money”. “Expense money” may be retained by the employee. “Fees for services rendered” must be submitted to the Agency’s finance office.
- D. CL is not granted to an employee who appears in court on matters of a personal nature.
- E. An employee serving in an official capacity as a Government witness will be compensated by the Agency through overtime pay or compensatory time for time spent in excess of the employee’s normal work schedule.

## **SECTION 8 - FAMILY AND MEDICAL LEAVE ACT**

- A. In accordance with applicable regulations, an employee who has completed at least 12 months of Federal service is entitled to a total of 12 weeks of leave without pay (LWOP) during any 12 month period under the Family Medical and Leave Act (FMLA) for one or more of the following reasons:
1. the birth of a son or daughter of the employee and the care of such son or daughter;
  2. the placement of a son or daughter with the employee for adoption or foster care;
  3. the care of a family member of the employee with a serious health condition. Family member is defined as:
    - a. spouse;
    - b. children, including adopted children; or
    - c. parents or those who stand, or stood, in loco parentis to an employee, but not parents-in-law; or

4. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

B. In accordance with applicable regulations, a “serious health condition” is defined as an illness, injury, impairment or physical or mental condition which includes, but is not limited to, the following:

1. any period of incapacity or treatment in connection with, or consequent to, inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility; or

2. continuing treatment by a health care provider that includes (but is not limited to) examination to determine if there is a serious health condition and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists.

C. Substitution of Paid Leave

1. The employee may elect to substitute paid leave in accordance with applicable regulation for any part of the applicable period. An employee may not retroactively substitute paid leave for unpaid family and medical leave. An employee may continue to use earned compensatory time and credit hours, subject to supervisory approval, in addition to his/her entitlement to leave under the FMLA.

2. An employee may request leave on an intermittent basis or under a reduced leave schedule. The employee must consult with the leave approving official and make a reasonable effort to schedule intermittent LWOP and/or paid leave so as not to disrupt the operations of the Agency.

D. Notice of Leave

1. Requests for the use of family and medical and unpaid leave under the FMLA will be made in writing on an authorized form. The employee must indicate on that they are invoking their entitlement to family and medical leave for: birth/adoption/foster care, serious health condition of a spouse, son, daughter or parent, or the serious health condition of oneself as appropriate.

2. When the need for unpaid family and medical leave is foreseeable, the employee will provide such notice as is practicable. If the need is foreseeable and the employee fails to give 30 days notice with no reasonable excuse for the delay of notification, the Agency may delay the taking of family and medical unpaid leave until at least 30 days after the date the employee provides notice of his or her need for family and medical leave.

## E. Medical Certification

1. The written medical certification under FMLA for the employee's illness shall include:

- a. the date the serious health condition commenced;
- b. the probable duration of the serious health condition or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity;
- c. the appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a general statement as to the incapacitation, examination or treatment that may be required by a health care provider; and
- d. a statement that the employee is unable to perform one or more of the essential functions of the position or requires medical treatment for a serious health condition based on written information provided by the Agency on the essential functions of the employee's position, or if not provided, discussion with the employee about the essential functions of the position.

2. In the case of medical certification under the FMLA for a family member of the employee, in addition to a. through d. in 1 above, it shall include:

- a. a statement from the health care provider that the spouse, son, daughter or parent of the employee requires psychological comfort and/or physical care, needs assistance for basic medical, hygienic, nutritional, safety or transportation needs or in making arrangements to meet such needs and would benefit from the employee's care of presence; and
- b. a statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter or parent.

3. In the case of medical certification for intermittent leave or leave on a reduced schedule for either the employee's own illness or a family member's illness, it shall also include the dates (actual or estimates) on which such planned medical treatment is expected to be given, the duration of the treatment and the period of recovery if any, or specify that the serious health condition is a chronic or continuing condition with an unknown duration, whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.

4. If the Agency doubts the validity of the original certification, the Agency may require at the Agency's expense that the employee obtain the opinion of a second health care provider designated by the Agency concerning the information certified.

5. The definition of "health care provider" will be consistent with the provisions of applicable law.

6. To remain entitled to family and medical leave, an employee or the employee's spouse, son, daughter or parent must comply with any requirement from the Agency that he or she submit to examination (not treatment) to obtain a second medical certification from a health care provider other than the individual's health care provider.

7. An employee must provide the written medical certification signed by a health care provider no later than 15 calendar days after the date the Agency request such medical certification. If it is not practicable under the particular circumstances to provide the requested medical certification no later than 15 calendar days after the date requested by the Agency, despite the employee's diligent good faith efforts, the employee must provide the medical certification within a reasonable period of time under the circumstances involved, but not later than 30 calendar days after the date the Agency requests such medical certification.

8. If the employee fails to provide the requested medical certification, the Agency may:

a. charge the employee as AWOL or

b. allow the employee to request that the provisional leave be charged as LWOP or charged to the employee's annual and/or sick leave account, as appropriate.

#### F. Medical Recertification

While an employee is on family and medical leave, the Agency may require subsequent medical recertification from the health care provider if the circumstances described in the original medical certification are subject to change significantly, if the Agency receives bona fide information that casts doubt upon the continuing validity of the medical certification or for any reason that the Agency determines to be necessary. Such requests for medical recertification will not occur more frequently than every six weeks except as determined necessary by the Agency.

## G. Protection of Employment and Benefits

Upon return from family and medical leave, the employee will be returned to the same position as he/she occupied before the leave or to an equivalent position with equivalent benefits, pay status and to the extent possible, other terms and conditions of employment.

H. When an employee requests leave under FMLA, the Agency will provide guidance concerning the employees rights and obligations under FLMA.

I. An employee who meets the criteria for leave and has complied with the requirements under this section will be granted leave, consistent with all applicable rules governing FMLA.

## **SECTION 9 - FAMILY FRIENDLY LEAVE POLICIES**

A. The Agency agrees to follow a liberal leave policy in granting requests for leave in connection with family care needs. To provide care for a family member, the employee will be allowed the maximum amount of time under law and government-wide rule and/or regulation if leave is available.

B. In accordance with applicable regulations, a full time employee may use up to 40 hours of his/her accrued sick leave in a leave year for general family care purposes, including making arrangements for or attending the funeral of the following family members:

1. spouse and parents thereof;
2. children, including adopted children, and spouses thereof;
3. parents, brothers and sisters, and spouses thereof; or
4. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

C. In addition to the 40 hour basic entitlement, full-time employees who have a sick leave balance of 80 hours (after the use of the 40 hours) may use an additional 64 hours of sick leave for general family care purposes, bringing the maximum yearly allowance to 104 hours, or in the case of a part time employee, the number of sick leave hours accrued during a leave year. Part time employees may use sick leave according to the average number of hours worked per week. For example, an employee who works 20 hours per week would be allowed to use 20 sick leave hours per year (basic entitlement) and an additional 32 hours of sick leave provided that he/she has a sick leave balance equal to twice the average number of hours in the weekly tour of duty (40 hours).

D. An employee who is caring for a family member with a serious health condition may use a total of up to 12 weeks (480 hours) of sick leave during a leave year provided the employee maintains a sick leave balance of at least 80 hours.

1. For part-time employees, the amount of sick leave available to care for a family member with a serious health condition is equal to 12 times the average number of hours in the employee's regularly-scheduled tour of duty. For example, an employee who works 20 hours a week would be allowed to use up to 240 hours of sick leave per year for a seriously ill family member provided the employee maintains a minimum sick leave balance at all times of 40 hours (twice the number of hours in the weekly part-time tour of duty).

2. If, at the time an employee uses sick leave for a family member's serious health condition, the employee has used any portion of the 104 hours of sick leave allowable for general family care purposes during that leave year, that amount must be subtracted from the maximum number of allowable sick leave hours (480). This will determine the total number of sick leave hours that may be used during the remainder of the leave year for a family member with a serious health condition.

3. An employee may not use more than 12 weeks (480) hours of sick leave each leave year for all family care purposes. Consequently, if an employee previously used 12 weeks of sick leave to care for a family member with a serious health condition, he/she cannot use any additional sick leave under the general family care provisions as noted above.

E. For a family member's serious health condition, an employee will provide written medical certification to the Agency along with a leave request within 15 days of the Agency's request for such documentation. If the employee fails to provide the required documentation within the specified time period, the employee will not be entitled to sick leave. Medical certification for this leave will include all of the requirements contained in applicable regulations as determined necessary by the Agency. The Agency may require an employee to provide an additional written statement certifying that the family member requires psychological comfort and/or physical care, the family member would benefit from the employee's care or presence and the employee is needed to care for the family member for a specified period of time.

## **SECTION 10 - ADMINISTRATIVE LEAVE**

### A. General

For the purpose of this Article, administrative leave is defined as an excused absence from duty without loss of pay and without charge to leave.

## B. Registration and Voting

With the exception of those instances when the polls are open for 2 hours before or after the employee's scheduled tour of duty, an employee who desires to vote shall be authorized administrative leave for that purpose.

## C. Inclement Weather or Emergency Conditions

1. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition as determined by the local Commander/Director or their designee, the following procedures apply:

a. Notification procedures shall be negotiated and established to address each local situation.

b. When a facility is officially closed for an entire day, nonemergency employees, including those on preapproved leave will be granted excused absence for the number of hours they were scheduled to work. This does not apply to employees on leave without pay, worker's compensation, suspension or in another nonpay status. Employees on alternative work schedules (AWS) are not entitled to another AWS day off in lieu of the workday on which the Agency is closed.

2. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon the employee's duty or leave status at the time of dismissal:

a. If the employee was in a duty status and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.

b. If the employee was in a duty status and departed on leave after official word was received but before the time set for dismissal, leave is charged only for the time the employee departed until the time set for dismissal.

c. If the employee was scheduled to report for duty after a leave period and dismissal is given before the employee can report, leave is charged until the time set for dismissal.

3. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents an employee from getting to work on time or not at all, the employee may be granted

administrative leave on a case-by-case basis, provided that the employee presents a reasonably acceptable explanation and/or documentation related to the inclement weather or other emergency conditions to the supervisor.

4. In those individual instances where an employee needs to advise management of inclement weather conditions existing in their area, employees will contact their offices utilizing local procedures. The Commander/Director or designee will make the decision as to whether the employee is providing a reasonably acceptable explanation for the purpose of granting administrative leave.

5. If an employee is an Emergency Responder (definition of Emergency Responder will be negotiated locally), in cases of local or national emergency, the employee will be granted administrative leave in accordance with law, regulation and/or Executive Order.

6. The Commander/Director or designee may excuse, on an individual basis, employee tardiness of less than two (2) hours when emergency conditions exist.

#### D. Veterans Participating in Military Funeral Ceremonies

Employees who are veterans may be granted administrative leave to enable them to participate as active pallbearers or as members of an honor guard in funeral ceremonies for members of the Armed Forces, subject to applicable law and regulation.

#### E. Blood Donation

DCMA employees are encouraged to serve as blood and or blood platelet donors. When approved by management, employees should be excused from work for up to 4 hours without charge to leave for the time necessary to donate blood and platelets, for recuperation following such donations, and for necessary travel to and from the donation site. When unusual circumstances exist, additional time may be authorized on a case-by-case basis.

#### F. Leave for Bone Marrow or Organ Donation

1. Employees shall be entitled to take up to seven (7) days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone marrow donor.

2. Employees shall be entitled to take up to 30 days of paid leave in a calendar year (in addition to sick or annual leave) to serve as an organ donor.



## G. Labor Disputes in Contractor's Facility

When employees are prevented from working because of temporary shutdowns or safety issues due to labor disputes at a contractor's facility to which they are assigned, every effort will be made to assign them to other work. If that is not possible, such employees may be dismissed without charge to leave for a maximum of 5 days or until management determines alternate work arrangements.

## H. Absences for Emergency Conditions or Other Management Reasons

1. When bargaining unit employees are prevented from working at the location to which they are assigned due to emergency conditions or alerts and they do not choose to take leave, every effort will be made to assign them to another work site within a reasonable commuting distance to include telework if appropriate. If this is not possible, employees will be excused without charge to leave or loss of pay.

2. When bargaining unit employees are prevented from working at the location to which they are assigned due to scheduled or unscheduled plant closure or other reasons, and they do not choose to take leave, every effort will be made to assign them to other work within a reasonable commuting distance, to include Telework if appropriate. If this is not possible, employees will be excused without charge to leave or loss of pay.

3. Management will ensure the maximum use of alternate work sites.

4. The DCMA Council Local shall be notified as far in advance as possible that a no work situation will exist.

## **SECTION 11 - LEAVE OF ABSENCE WITHOUT PAY TO SERVE AS A NATIONAL OFFICIAL**

LWOP will be granted to a bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO for the purpose of serving full-time in the elected position or who is selected as an AFGE National Union Representative. The Agency shall be given not less than 30 days advance notice. Any LWOP granted or approved in accordance with this article is subject to appropriate Government-wide regulations. To the extent of its authority, the Agency shall place the employee in the position the employee left, or one of like, status, grade, location and pay upon their return to duty.

## **SECTION 12 - HOLIDAY LEAVE**

See Article 37, Hours of Duty, Section 7 - Holidays.

## ARTICLE 21

### POSITION CLASSIFICATION

#### **SECTION 1 - BASIC POLICY**

A. The Agency and the DCMA Council endorse the principle of equal pay for substantially equal work.

B. The Agency supports the policy of properly classifying positions consistent with the assigned duties. Supervisors will review all position descriptions annually with their employees in conjunction with the annual performance appraisal to assure that positions accurately reflect the assigned duties.

#### **SECTION 2 - POSITION DESCRIPTIONS**

A. The Agency will maintain an accurate position description for each position that will reflect the significant duties to be performed. Position descriptions containing "and other duties as assigned" or similar phrases will not be used as a basis for assigning duties to an employee on a recurring basis which are unrelated to their principal duties.

B. Employees will be furnished a current copy of his/her position description normally within 30 days of assignment. When major changes are made to an employee's position description, they will be fully explained to the employee in advance of the employee undertaking the new duties. When major changes are anticipated in a position description, the affected employee(s) will have input to those changes. New or revised position descriptions will be provided to the employee normally within thirty (30) days.

C. Duties of a physical nature which exceed the normal physical demands of the job will be brought to the attention of the supervisor by the employee. The supervisor will ensure that the safety and health of the employee are protected.

#### **SECTION 3 - POSITION DESCRIPTION ACCURACY**

When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the employee, the employee/DCMA Council Local representative may file a grievance under the negotiated grievance procedure. Such grievances will not include issues concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

#### **SECTION 4 - CLASSIFICATION ACCURACY**

A. An employee who feels his/her position description is improperly classified will meet and discuss this matter with his/her supervisor for clarification. Should the supervisor be unable to answer the employee's questions, the supervisor will arrange for a teleconference with the appropriate position classifier, the supervisor and the employee. The Union shall be afforded an opportunity to participate if requested by the employee. Should this teleconference fail to resolve the employee's classification issues, a face-to-face meeting with all parties involved may be held. This will be jointly determined by the parties. Should the issue remain unresolved to the employee's satisfaction, the employee may file a position classification appeal. Upon written request by the employee or Union in connection with the appeal, the Agency will provide the requestor with an analysis which shall cite the standards used to classify the position being appealed. Position classification standards are available on the OPM website.

B. Upon request, the employee and the Union will be provided copies of documentation and/or status information regarding any classification action affecting the employee's position.

C. If the position description appealed is identical to other encumbered positions in the Agency which may be impacted, the Union will be provided information regarding the results of any review conducted upon request.

D. If requested by the employee who files a classification appeal, the Union may observe any onsite classification audit.

#### **SECTION 5 - SURVEYS**

The Agency shall provide the DCMA Council with information on occupational surveys to be conducted or being conducted as a result of OPM direction, OPM issuance of a proposed Government-wide classification standard or development by the Agency of a supplemental classification guideline in accordance with the OPM position classification standards.

#### **SECTION 6 - HAZARDOUS DUTY PAY**

Hazardous duty pay for General Schedule employees shall be paid in accordance with governing laws and regulations.

## ARTICLE 22

### CAREER DEVELOPMENT AND TRAINING

#### **SECTION 1 - GENERAL**

A. The Agency will provide training, education and development opportunities in accordance with 5 CFR, Part 410 and subject to the availability of space and funds. The DCMA Council and the Agency shall encourage employees to take advantage of training and educational opportunities. Such training shall add to the skills and qualifications needed to increase their efficiency in the performance of their duties, meet future Agency requirements and qualify for advancement.

B. Where non-job related courses are available only during duty hours at an area institution, the Agency will give appropriate consideration to an employee's request for a special tour of duty to permit the employee to take the course.

C. To the extent practicable, training directed by the Agency will be scheduled within employees' work hours. When it is not possible to do so, the employee's shift may be adjusted to encompass the hours of the training. Overtime pay for training is generally prohibited for FLSA Exempt positions, except as specifically addressed in exceptions described in 5 CFR 410. Overtime pay for training or attending lectures, meetings or conferences for employees covered by FLSA is described in 5 CFR 551.423, which provides for payment of overtime only when the training is directed (rather than permitted) by the Agency and the purpose of the training is to improve the employee's performance of the duties and responsibilities of his/her current position.

D Training classes normally should consist of a combined total of classroom training and outside assignments not to exceed 8 hours per day. For all training classes requiring assignments beyond the 8 hour classroom day, the employee will be compensated in accordance with applicable laws and regulations. On those days when the class is dismissed prior to completion of the 8 hours of training, the employee is required to return to regular duty or take leave for the balance of the day.

E. The Agency agrees to provide appropriate job related training to employees without regard to disability, race, religion, sex, age, national origin or Union affiliation or non-affiliation.

#### **SECTION 2 - INDIVIDUAL DEVELOPMENT**

An Individual Development Plan (IDP) will be prepared and/or updated annually and discussed in conjunction with performance evaluation discussions. The Agency will provide access to appropriate sources of formal training (e.g. web

sites, catalogs). Upon an employee's assignment to a new or different position, the Agency will inform him or her of the purpose of an IDP and develop an IDP that outlines the skills or knowledge required for performance in the position and recognizes the employee's development interests. Additionally, the Agency shall make every reasonable effort to provide training and developmental activities identified on each employee's approved IDP when such training is related to the employee's official job duties, subject to the availability of space and funds.

### **SECTION 3 - EXPENSES**

Subject to the availability of funds, the Agency will pay approved job related training and/or formal education expenses. Employees who are interested in pursuing courses of training or higher education at their own expense are encouraged to do so. Employees may document such training in their resumes/job applications and will be given credit for such if appropriate.

### **SECTION 4 - VOLUNTARY PARTICIPATION/SELECTIONS**

Participation in career development programs will be completely voluntary. DCMA Council participation will not be considered when selecting career development program participants.

### **SECTION 5 - ANNUAL TRAINING REQUIREMENTS**

A. The Agency will conduct an annual review of training requirements. The Agency will consider the DCMA Council's views in evaluating training needs, formulating programs to meet those needs and the training program content.

B. The Agency will put the DCMA Council on distribution of all training coordinator guidance related to bargaining unit employee training.

### **SECTION 6 - TRAINING PROGRAMS**

Agency's training programs may include but are not limited to the following:

1. classroom training;
2. on-the-job training;
3. technology-based training, e.g. computer-based, satellite, e-learning;
4. coaching and mentoring;
5. cross-training and rotational assignments;

6. upward mobility programs (including OPM approved waivers of qualification requirements);

7. internship and other career ladder positions; or

8. retirement planning (the parties encourage employees to participate in retirement planning training early in their careers to facilitate proper retirement planning).

### **SECTION 7 - ACCREDITATION**

When an institution of higher learning provides for accreditation of on-the-job training or experience, the Agency will, upon request of the institution, seek to have the institution accredit the Agency program. The Agency will assist employees in obtaining the appropriate credit based on their participation.

### **SECTION 8 - EMPLOYEE ORIENTATION**

A. The Union will be given the opportunity to make a presentation at new employee orientation briefings attended by bargaining unit employees. The Union will be provided reasonable advance notice of the orientation sessions so that a representative can be made available.

B. The Agency will provide DCMA Council with a quarterly listing of all newly hired employees. This listing will include the organization, name, title, series and grade of the employees gained during the previous quarter.

### **SECTION 9 - ADVANCE NOTICE**

Normally, employees will be given at least two weeks advance notice of training courses that require TDY. When scheduling training that will require TDY, the Agency will upon request, take into consideration personal hardship or other job related training courses a candidate is enrolled in that would conflict.

### **SECTION 10 - USE OF FACILITIES AND EQUIPMENT**

Supervisors may permit employees the use of Government equipment (i.e., computers, copy machines) if the use serves a legitimate public interest such as enhancing professional skills, or job searching in response to downsizing efforts provided: the use does not adversely affect the performance of official duties by the employee or the employee's organization; the use is of reasonable duration and frequency, and accomplished during the employee's personal time, i.e., before or after duty hours or during lunch periods; the use does not put Federal Government resources to uses that would reflect adversely on DoD; and the use creates no significant additional cost to the Agency.

## **ARTICLE 23**

### **MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS**

Consistent with ethics laws and regulations, employees are encouraged to join and participate in professional organizations and their functions. Expenses for such membership and/or participation in these meetings, including travel and per diem, will be borne by the employee. At the discretion of the Agency, employees may be authorized duty time and/or travel expenses to participate in such meetings when workload permits and participation in the meeting is in the interest of the Agency. When an employee is directed by the Agency to join and participate in professional organizations and their functions, the expenses, including travel and per diem, will be borne by the Agency.

## **ARTICLE 24**

### **UPWARD MOBILITY**

#### **SECTION 1 - GENERAL**

The Agency and the DCMA Council agree to the importance of providing lower-graded employees with opportunities to satisfy their career aspirations through competition for positions in career fields in the general schedule (GS-1-12) or at equivalent wage grade full performance levels.

#### **SECTION 2 - UPWARD MOBILITY OPPORTUNITY**

A. Upward mobility must support Agency mission and organizational objectives. The Agency and the DCMA Council agree that opportunity for upward mobility is in the best interest of the Agency and the employee. The Agency agrees to provide employees with opportunities to reach their maximum level of job achievement through establishing upward mobility positions whenever reasonable and possible.

B. Upward mobility provides new career opportunities to permanent DCMA employees who occupy positions with limited grade levels by enabling them to compete for positions which offer growth to targeted grade levels.

#### **SECTION 3 - AVAILABILITY**

A. Upward mobility is open to all career fields and shall not be limited to any one geographical area.

B. Determination of reasonableness will be based upon: mission requirements, fiscal responsibility, position criticality, overall workforce experience, downsizing, availability of training, etc. The establishment of any position is at the discretion of management.

#### **SECTION 4 - IDENTIFICATION AND SELECTION OF CANDIDATES**

Selection procedures will be in accordance with Article 25, Merit Promotion.

#### **SECTION 5 - TRAINING**

Training for Upward Mobility positions will be in accordance with Article 22, Career Development and Training.



## ARTICLE 25

### MERIT PROMOTION

#### **SECTION 1 - GENERAL**

A. The purpose of this Article is to enable the Agency to meet the challenges it faces and to respond quickly and effectively to changes in its mission and priorities through the promotion, reassignment and detail of its employees. Merit system principles will apply to all competitive promotion actions taken under this Article.

B. Promotions will be carried out in accordance with applicable law, Government-wide rule or regulation and this Article.

C. Merit promotion procedures will apply to actions effecting the competitive placement (for over 120 days) of employees to positions at grade levels higher than those of their current positions. They will also apply to placement into positions which offer promotion to grades which are higher than the specific full performance level of any position previously held on a permanent basis. Any and all references to "position" in this Article mean a bargaining unit position. This Article does not apply to promotions, reassignments or details for non-bargaining unit positions or bargaining unit positions filled via special hiring authorities.

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

#### **SECTION 2 - POLICY**

A. The Agency and the Union share an interest in a fair and open merit promotion process that provides employees with the opportunity to advance in their careers based on merit.

B. Violations of the promotion program can have serious impact on personnel management that goes beyond the particular cases involved. Proper promotion actions are essential to assure that the Agency is being staffed by the best persons available and employees are receiving fair consideration. Thus, the Agency agrees to take appropriate and timely measures to correct deficiencies discovered.

## **SECTION 3 - PRIORITY CONSIDERATION AND PLACEMENT**

### A. Definition

For the purpose of this Article, a priority consideration is the consideration for non-competitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory or program violation. Normally, employees will receive priority consideration for each instance of improper consideration. When circumstances warrant, the Agency and DCMA Council agree to consider additional instances of priority consideration. Priority consideration does not give the employee a right or guarantee to be selected for any vacancy.

### B. Procedure

An employee will receive bona fide consideration by the selecting official before any other candidate is referred for consideration. The employee will not be considered in competition with other candidates and will not be compared with them.

### C. Mandatory Placement Actions

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

1. persons with statutory, regulatory, or administrative reemployment or restoration rights. These include employees returning from military service, employees returning from overseas assignments under the terms of a return rights agreement or persons whose names appear on a Reemployment Priority List;
2. placement actions required in connection with Reduction in Force (RIF);
3. placement, reassignment or promotion that is directed by the OPM, the MSPB or other authority to effect a corrective action resulting from an appeal, grievance, EEO complaint decision or to correct a violation of law or regulation;
4. placement of employees entitled to mandatory placement under provisions of the DoD Priority Placement Program. Refer to the DoD Priority Placement Program Operations Manual; or
5. placement of qualified recovered disability annuitants and former employees receiving workers compensation.

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

#### **SECTION 4 - PERSONNEL ACTIONS COVERED BY THE MERIT PROMOTION PROGRAM (COMPETITIVE ACTIONS)**

A. Competitive actions are a result of competition among applicants and that are based on job related factors, OPM or OPM-approved minimum qualification standards and basic statutory/regulatory eligibility requirements for promotional opportunities. Competitive procedures apply to the following actions:

1. temporary promotion of more than 120 days;
2. selection for detail for more than 120 days to either a higher graded position or to a position with known promotion potential;
3. reassignment or change to lower grade to a position with higher potential than the employee's current position (except as permitted by RIF regulations);
4. transfer to a higher graded position or one with more promotion potential than previously held permanently in the competitive service; or
5. reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than the highest grade previously held on a permanent basis in the competitive service.

#### **SECTION 5 - EXCEPTIONS TO THE MERIT PROMOTION PROGRAM**

A. Competitive procedures may not be required for:

1. a promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of a prior classification error;
2. a position change permitted by RIF procedures;
3. promotion resulting from upgrading of a position due to the accretion of duties;
4. career promotion of an employee without further competition when at an earlier stage the employee was selected from an OPM certificate of eligibles under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled. This includes any promotion up to and including the full performance level of the position;

5. temporary promotions of 120 days or less;
6. details of not more than 120 days to higher graded positions or to positions with known promotion potential;
7. repromotion of an employee who was demoted without personal cause and not at his or her request. Except for good cause, employees involuntarily downgraded without personal cause will be repromoted at the first opportunity. Good cause includes but is not limited to management's decision not to fill or to abolish the position or to select a better qualified candidate from any appropriate source. In the event of non-selection for repromotion, the employee will be provided written reasons for non-selection;
8. selection of a permanent government employee from OPM delegation of authority registers for higher graded positions or positions with known promotion potential;
9. promotion of an employee to any position and/or grade level which he or she formerly held on a permanent basis. Since employees already competed at a previous time, they must only meet the basic qualification requirements of the position;
10. transfer of a current Federal employee or reinstatement of a former Federal employee to a position that is no higher than a position previously held on a permanent basis under a career or career conditional appointment, provided the employee was not demoted or separated from that previous position for cause or for performance deficiencies;
11. position change (either reassignment, demotion, or promotion) of any permanent employee from a position having known promotion potential to a position having no higher potential; or
12. selection of an individual accorded priority consideration.

## **SECTION 6 - RESPONSIBILITIES**

### A. The Agency will:

1. administer the Merit Promotion Program and assure adequate advice and assistance is provided to supervisors and employees to enable them to discharge their responsibilities in connection with the program;
2. ensure each employee on a promotion certificate may ascertain whether they were selected through the Automated Notification System Web Enabled Response (ANSWER) or equivalent; and

3. publish job opportunity announcements on USA Jobs or equivalent and provide information to employees with respect to the filing of applications and the regulatory aspects of the promotion program.

B. The DCMA Council will bring matters of concern regarding the promotion program to the attention of the Agency as early as possible in an effort to reach informal resolutions. The Parties shall address and attempt to resolve the concern prior to commitment of the position. In addition the Agency and the Union will:

1. encourage and assist employees to improve their potential for promotion through self help activities;
2. assist employees in identifying appropriate positions for which they are qualified; and
3. assist employees to overcome weaknesses which have been identified as reasons they have not been promoted.

C. Employees are expected to:

1. apply only for those positions for which they consider themselves qualified and in which there is a genuine interest and willingness to accept, if selected;
2. assure the applications filed for consideration are completed accurately and in the detail required to permit a valid evaluation of their qualifications;
3. cooperate in the resolution of questions concerning their qualifications and eligibility for a specific job vacancy or job category by providing pertinent information as may be requested or required;
4. familiarize themselves with the merit promotion program and seek desired clarification from supervisors and/or their servicing Human Resources Office;
5. respond to the requirements of JOAs;
6. maintain awareness of the status of their application for a position through the ANSWER system or equivalent; and
7. request a discussion with the selecting official, if so desired, upon notification of non-selection. The selecting official may suggest improvements/changes that may enhance future promotion possibility.

## **SECTION 7 - AREA OF CONSIDERATION**

A. The area of consideration for positions to be filled through competitive promotion procedures must be broad enough to obtain a sufficient number of highly qualified candidates from which to select and to provide adequate promotion opportunities for employees.

B. The area of consideration in announcing vacancies will be no less than:

1. Agency-wide and Acquisition Technology, and Logistics (AT&L) Workforce in the Department of Defense (DoD) Components outside the military departments for permanent acquisition workforce positions (i.e. Defense Acquisition Workforce Improvement Act (DAWIA)); and

2. Agency-wide for all other permanent bargaining unit positions.

## **SECTION 8 - JOB OPPORTUNITY ANNOUNCEMENTS**

A. Positions to be filled through the competitive promotion process will be publicized by means of a JOA and posted on the Agency's web site.

B. As a minimum, JOAs shall include the following information:

1. the JOA number;

2. the position title(s), occupational series, and grades(s);

3. opening and closing dates;

4. a brief summary of the representative duties of the position(s);

5. area(s) of consideration;

6. qualification requirements, including a description of any modification of established qualifications requirements;

7. selective placement factors, if any;

8. evaluation factors and the due consideration of weights they will receive in arriving at composite or total scores for ranking purposes;

9. a statement that the position(s) covered has (have) known promotion potential which can result in subsequent career promotion(s), if applicable;

10. any test(s) required;

11. any unusual conditions of employment which it might be advisable to publicize, such as tour of duty, temporary duty (TDY) travel, driver's license, financial statement filing requirement, security requirements, etc.;

12. a statement that applications will be accepted from VRA eligibles and 30 percent or more disabled veterans if appropriate;

13. the statement: "The Defense Contract Management Agency is an equal employment opportunity Agency";

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

15. length of temporary promotion or detail (if appropriate);

16. how and where to apply, including any special forms required;

17. statement concerning authorization of Permanent Change of Station (PCS) payment;

18. statement as to whether the position is a drug testing designated position;

19. statement as to whether the position is subject to mobility or rotation;

20. statement as to Security Clearance requirement;

21. statement as to whether the position is Emergency Essential (EE). (Deployable); and

22. statement as to whether the position is a bargaining unit position.

C. JOAs will be posted electronically during the time limits within which applications will be accepted.

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

2. Multi-location JOAs/Registers: JOAs may be issued to establish registers for similar positions located throughout the Agency. Applicants are required to specify their geographical/organizational preference(s) when requested or they will only be considered for positions within their assigned organization.

D. For vacancies announced on an open continuous basis cut off dates for any and all vacancies will be defined in the JOA.

E. JOAs for positions for which there is an anticipated frequent, repetitive or continuous need may either be announced on an open continuous basis or may be announced for a limited period and used to establish a register of candidates to be referred as appropriate vacancies arise.

F. To be accepted, applications must be received by the date specified.

G. Amendments, cancellations or extensions will be made available in the same manner as the JOA.

### **SECTION 9 - EVALUATION, CERTIFICATION AND SELECTION OF APPLICANTS UNDER COMPETITIVE PROCEDURES**

A. The Agency and DCMA Council recognize their shared interest in a consistent and efficient merit promotion system that provides for prompt filing of vacancies with high quality applicants.

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

1. the skills identified through job analysis as necessary for successful job performance and the relative weight assigned to each;

2. the measurement methods to be used; and

3. evaluation procedures to be followed and measuring information to be used based solely on job related criteria.

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

D. Candidates who have a current rating of record of Unacceptable will not be certified for promotion consideration. They will be notified that they are ineligible for further consideration.

E. Applicants for promotion will be evaluated based upon relative skills, education and awards. The relative importance of skills may be weighted. Skills to be used and the weights of skills will be determined prior to issuance of the JOA.



## **SECTION 10 - USE OF PANELS IN THE PROMOTION PROCESS**

- A. Panels may be used to evaluate, rank and/or interview candidates for selection consideration.
- B. Panels may not function in a way which preempts the selecting official's authority.

## **SECTION 11 - REFERRAL OF CANDIDATES FOR SELECTION**

- A. A list of the top ten best qualified candidates will be referred to the selecting official for consideration (unless there are less than ten qualified applicants). The number to be referred will not exceed ten promotion candidates for each vacancy being filled, unless there are tie scores. Ties will not be broken. When there is more than one vacancy, one additional applicant will be referred for each additional vacancy.
- B. When a promotion certificate contains at least three qualified promotion candidates the selecting supervisor may not reject the certificate as inadequate solely on the basis that it contains an insufficient number of eligibles.
- C. If the promotion certificate contains fewer than three qualified promotion candidates or if declinations reduce the number to fewer than three, the selecting official may request that recruitment effort be renewed or he/she may proceed with the selection process. If recruitment is renewed, previous applicants need not apply to receive consideration.
- D. In cases where the position was announced at more than one grade level, the selecting official will be provided a list for each grade level.

## **SECTION 12 - CANDIDATE INTERVIEWS**

- A. The selecting official has the option to interview or not interview the candidates referred. If one bargaining unit candidate is interviewed, all bargaining unit candidates will be interviewed. Interviews will be conducted in essentially the same manner in regard to questions asked and the information being sought so that all candidates are given an equitable opportunity to present themselves and their qualifications.
- B. Employees will be released, after making appropriate arrangements with their supervisor, for the time necessary for the interview to be conducted.

### **SECTION 13 - SELECTION**

A. Selecting officials may select any of the candidates referred on the promotion certificates, or any candidate eligible for noncompetitive consideration.

B. If the vacancy is one for which an under-representation exists and is a targeted occupation as identified in the Affirmative Employment Plan and there are well qualified candidates whose selection would reduce the under-representation, then the selecting official will give the appropriate consideration consistent with the Affirmative Employment Plans.

C. The employee's promotion will not be affected by the Agency's inability to release the employee to their new position in a timely manner.

D. Management shall select by seniority when: (1) it has determined to fill a vacancy and (2) it has narrowed its choice to two employees equally capable and equally qualified under management's criteria.

### **SECTION 14 - RECORDS**

Promotion actions will be documented and records maintained in accordance with requirements established by OPM. The DCMA Council Local representative shall have the right to review pertinent promotion records, upon request, subject to the limitations of the Privacy Act.

### **SECTION 15 - EXPEDITED GRIEVANCE PROCEDURE FOR MERIT PROMOTION**

A. The Agency and the DCMA Council share an interest in fair consideration of applicants for promotion. This expedited grievance procedure provides a means for rapid review of employee or Union grievances regarding qualifications or rating decisions. This procedure may be used by an employee or by the Union within five (5) workdays after issuance of the Web Based Referral List or equivalent.

B. In the event a grievance is filed using this procedure, the Agency will stay the selection process for five (5) workdays or until the grievance decision is rendered, whichever occurs first. If multiple grievances are filed, the Agency will suspend the selection process for five (5) workdays from receipt of the first grievance.

C. A representative of the Agency will communicate telephonically or in person with the Union/employee(s) to discuss the grievance within three (3) workdays from receipt of the grievance. The Agency will provide a written decision within two (2) workdays of the communication.

D. A grievance not resolved by this procedure may be advanced to the second step of the negotiated grievance procedure.

## ARTICLE 26

### PERFORMANCE MANAGEMENT

#### **SECTION 1- GENERAL**

Performance management is the process of creating a work environment or setting in which people are enabled to develop their full potential and perform to the best of their ability. Performance management supports the desire to create a customer serving, motivated, accountable, reliable and dedicated workforce. It provides enough guidance so employees understand what is expected of them. It provides enough flexibility so that individual creativity and strengths are nurtured but enough control so that employees understand organizational missions/goals. A performance management plan contains clear expectations and robust measures that make meaningful distinctions across levels of performance and reinforces accountability. The performance management plan will support human capital decisions such as training and development, succession planning, recognizing top performers, reduction-in-force, etc. Performance plans will be applied so that each employee has the opportunity to excel.

#### **SECTION 2 - ESTABLISHING WRITTEN PERFORMANCE PLANS**

- A. A written performance plan provides the employee with clear expectations/goals based on position requirements and a method for the supervisor/manager to rate his/her progress objectively. The plan consists of a set of rating elements and performance standards used to evaluate such elements.
- B. Performance plans must be current and derived from the duties and responsibilities of the position and be attainable.
- C. Upon request, the Agency will provide the DCMA Council with a copy of the guidance provided to management for the purpose of developing written performance plans.

#### **SECTION 3 - CRITICAL ELEMENTS**

- A. Rating elements must address the critical functions of an employee's position. A performance plan normally consists of four to six critical elements. A critical element is a work assignment or responsibility of such importance that unacceptable performance of the element would result in a determination that an employee's overall performance is Unacceptable. When developing critical elements, consideration should be given to work quality, productivity, customer support, teamwork and cooperation for employee performance plans and

management, coaching and leadership for supervisory and managerial plans. The critical elements are to be tied to the core competencies of each occupational group and related customer outcomes/expectations. DCMA managers and supervisors are to develop critical elements for all employees that link to the Agency's Performance Plan.

B. Performance plans containing critical elements should identify and measure work outcomes and achievements rather than the work processes employed to produce the results. When organizational goals and metrics are used in employees' performance plans, they should be directly linked to an individual's critical elements, be reasonably attainable and be clearly stated in terms of quality, quantity, timeliness and manners of performance. Critical elements for bargaining unit employees shall address individual performance only.

#### **SECTION 4 - NON-CRITICAL ELEMENTS**

A non-critical element is a dimension or aspect of individual, team or organizational performance, exclusive of a critical element, that is used in assigning a summary level. Such elements may include, but are not limited to, objectives, goals, program plans, work plans and other means of expressing expected performance.

#### **SECTION 5 - PERFORMANCE STANDARDS**

Supervisors/managers will develop standards of performance on the critical elements that are credible and reliable measures of performance. Employees are to participate in the development of the performance standards for Contribution to Mission Accomplishment. The standards are to delineate the supervisor's expectation of performance at the Fully Successful and Outstanding levels. They should be expressed in results-oriented terms. Supervisors must communicate with employees regarding their performance elements and standards. Employees are to receive a copy of their performance plan during initial entry into their position, at the beginning of each rating period and whenever the plan is revised. Employees will be given the opportunity to participate in the initial development and any revision of performance plans for their positions. Employees may suggest changes to their performance plans during the rating cycle. The employee will be allowed a reasonable amount of time to review and comment on any new or revised standards. The employee may discuss the standards with a Union representative, if desired.

#### **SECTION 6 - MANAGING PERFORMANCE AND PROGRESS REVIEW**

A. Performance plans cover the appraisal period which runs from 1 January to 31 December. The rating official and the employee meet at the beginning of the appraisal period to discuss performance requirements and expectations. A copy

of the plan shall be provided to the employee. Periodic reviews and discussions provide ongoing, consistent feedback that addresses both employee strengths and the weaker areas of their performance.

B. Rating officials should determine whether training or other developmental opportunities would help an employee perform better on the job. Managing performance should help identify remedial or developmental training necessary for an employee to meet a specific performance standard or expectation. Rating officials are to include training requirements or assignments focused on improving future performance on the employee's IDP.

### **SECTION 7 - EVALUATING AND RATING PERFORMANCE AT THE END OF THE RATING PERIOD**

A. The rating period begins January 1 and ends December 31 of each year.

B. Sufficient time shall be scheduled for the employee to discuss their performance appraisal.

C. Supervisors must provide ratings based on a minimum of 90 consecutive calendar days when employees have worked for the same supervisor under the same performance plan.

D. A supervisor must provide an employee with summary ratings when an employee leaves their position during the last 90 consecutive calendar days of the rating period and has served a minimum of 90 consecutive calendar days or more in his/her former position working for that supervisor under the same performance plans. This also applies if the supervisor leaves his/her position during this same period and the employee has served 90 consecutive calendar days or more working for that supervisor under the same performance plan. This rating is considered the rating of record for the employee for the entire rating period.

E. In those situations where the employee and/or supervisor do not meet the minimum 90 consecutive calendar day requirement, the supervisor must delay the rating until such time as the employee works for the gaining supervisor at least 90 consecutive calendar days. When the 90 day period ends, the rating must be prepared within 15 days of the end of the extended rating period.

### **SECTION 8 - APPRAISING TEMPORARY DUTY PERFORMANCE**

A. When an employee is temporarily assigned for 120 days or more, the temporary rating official gives the employee a written performance plan reflecting the temporary assignment as soon as possible, but no later than 30 days of entering the position. When the temporary assignment ends, the temporary rating official will complete an evaluation and provide it to the permanent rating

official for consideration in completing the employee's annual performance evaluation.

B. When an employee is on a temporary assignment for a period of 90 days and an annual evaluation is due, the temporary rating official shall complete the evaluation.

C. If the evaluation is due and the employee has been on the temporary assignment for less than 90 days, the permanent rating official shall assign the rating.

D. Employees who fail to meet expectations while on detail or other temporary assignment shall be returned to their regular positions.

### **SECTION 9 - APPRAISING PERFORMANCE UNDER OTHER CIRCUMSTANCES**

A. Employees who are on long-term training, leave without pay for uniformed service or other lengthy absence from duty and have not completed the minimum 90 consecutive days of work necessary for a rating are not eligible for a rating at the end of the rating period. Supervisors will annotate "Not Rated" and provide the reason on the performance appraisal form and forward to the HR services provider. Employees who receive such a rating will be assigned a presumptive rating of Fully Successful for reduction in force (RIF) purposes only.

B. An employee's use of official time to carry out representational functions shall not influence his or her performance appraisal. Employee representatives having spent insufficient time in their official duties to be rated thereon will not be provided an annual performance rating of record until such time as they shall have spent sufficient time in the performance of their official duties as to permit management to provide, consistent with applicable regulations, an annual performance appraisal. When in the above circumstances, the employee representatives have not been given an annual performance appraisal, such employees, as necessary for RIF purposes only, will be given a modal rating in accordance with applicable RIF regulations.

### **SECTION 10 - COMPLETING THE PERFORMANCE EVALUATION**

A. Supervisors must evaluate employees on each rating element in the performance plan unless they determine that the employees have not had 90 consecutive days to demonstrate performance on the element. In this event, supervisors must annotate the rating element as "Not Rated" and must not consider it in determining employees' summary rating.

B. Supervisors must annotate the rating level for each critical element in accordance with the Agency's chosen performance appraisal system.

C. Supervisors must consider the employee's actual performance in determining the rating level. Once each performance element is rated, the supervisor must determine the summary rating in accordance with the Agency's chosen performance appraisal system.

D. Supervisors must discuss the performance evaluations with employees. The performance discussions will incorporate how the employee's position and performance supported the Agency's goals. The supervisor is to obtain the employee's signature on the applicable appraisal form and provide a copy of the completed form to the employee. If the employee refuses to sign the form, the supervisor should annotate the form to that effect.

E. The employee's signature on the completed form does not imply that the employee agrees with the evaluation. It only verifies that the supervisor has discussed the rating with the employee and that they have received a copy of the evaluation. An employee may add comments to the form.

#### **SECTION 11 - DETERMINATION OF PERFORMANCE AWARD**

Employees evaluated as Fully Successful or above are eligible for consideration for performance awards. Employees rated Outstanding may be considered for Quality Step Increases (See Article 27).

#### **SECTION 12 - PROBATIONARY AND TRIAL PERIOD EVALUATIONS**

A. Employees given a career or career-conditional appointment from an OPM certificate of eligibles must serve a one-year probationary period. This applies to any competitive appointment from a certificate of eligibles regardless of whether the employees have previously completed a probationary period after competitive appointment. During this probationary period, supervisors must observe the employee's conduct and performance. Supervisors must evaluate the employee's performance against the requirements of the employee's performance plan. Supervisors may separate employees during the probationary period in accordance with applicable regulations.

B. Employees who receive an excepted service appointment are required to serve a trial period. Preference eligibles receiving such appointments must serve a trial period. This trial period has the same purpose as a probationary period for competitive service employees.



## **SECTION 13 - TAKING ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE**

Supervisors must warn employees of serious performance deficiencies when they occur. The following course of action must be taken regardless of whether the employee's performance rating is due:

1. Counseling sessions will be conducted with the employee concerning their performance deficiencies and specifically identify areas of performance that are in danger of failing to meet expectations, explain the required improvements, and identify means to successfully attain the improvements to include remedial training and development. These counseling sessions will be conducted on an as-needed basis.

2. If the employee's performance does not improve as a result of the counseling sessions, the supervisor must notify the employee in writing of an opportunity period to meet expectations. This written notification is a formal warning to the employee that their performance is Unacceptable in one or more critical elements. It should establish a period of reasonable length, normally 90 days, during which the employee is required to improve performance so as to meet expectations. The written notice must contain:

a. identification of each critical element in which performance is unacceptable, along with specific examples of deficient performance;

b. a statement identifying what the expected performance is on each of those specific critical elements;

c. identification of the assistance which will be provided to the employee to enable the employee to meet expectations;

d. identification of the programs and services available to the employee under the EAP, as appropriate; and

e. a statement regarding the performance based action management may take to reassign, demote or remove from Federal service if the employee's performance does not improve to meet expectations and remains at that level throughout the remainder of the rating period;

3. During the opportunity period, the supervisor must periodically counsel the employee. These discussions note improvements and/or continued deficiencies. The supervisor must keep a record of these counseling sessions and provide the employee with a copy, if requested; and

4. If the annual performance evaluation is due during the opportunity period, the supervisor must extend the rating period until after the opportunity period and notify the employee of such. The supervisor should initiate the opportunity period early in the rating period so as to avoid this type of extension.

#### **SECTION 14 - ACTIONS AT THE END OF THE OPPORTUNITY PERIOD**

A. If the employee's performance has improved to the Fully Successful level during or at the end of the opportunity period, the supervisor must cancel the opportunity period and inform the employee. The employee must sustain the Fully Successful level of performance for one year from the beginning of the opportunity period. If he/she does not sustain performance at this level for the one year period, the supervisor may propose a performance-based action without granting a new opportunity period.

B. If an employee's performance remains Unacceptable at the end of the opportunity period, the supervisor must initiate a performance-based action to reassign, demote to a position where it is considered that they will meet expectations or remove the employee from Federal service.

#### **SECTION 15 - ADVERSE ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE**

A. Supervisors must use the following procedures to take a performance-based action:

1. Provide a minimum 30 calendar day advance notice. The notice must contain:

a. identification of the critical elements and performance standards found unacceptable. A description of the facts concerning specific performance deficiencies that developed during the opportunity period;

b. identification of the specific records or documents used in support of the action; and

c. a statement that the employee is entitled to representation by an attorney or other representative of their choice, to include Union representation, when making a reply. If otherwise in a duty status, the employee and his/her representative are entitled to a reasonable amount of official time to prepare and present a reply to the proposed action.

B. The deciding official must be at least one level higher than the supervisor who proposed the action and must make the final decision regarding the proposed action. The deciding official must consider the employee's reply before making a final decision on the proposed action. If the employee makes only an oral reply, the deciding official must make a written summary of the reply for the record.

C. The deciding official must notify the employee in writing of his/her decision.

D. The written decision must contain the applicable grievance and/or appeal rights.

## ARTICLE 27

### AWARDS AND RECOGNITION

#### **SECTION 1- AWARDS PROGRAM**

A. The Incentive Awards Program will be administered in accordance with Agency policy. The parties recognize the importance of teamwork in reaching organizational and Agency goals. The Agency agrees to give due consideration to using group and team awards to foster teamwork and promote overall organizational achievement in recognition of the efforts of groups, organizations, and teams which have enhanced organizational excellence. The Agency has the discretion to use a wide variety of awards to recognize its employees for performance in support of the Agency's mission. The Agency is encouraged to give out awards throughout the year and not be limited to the annual performance rating cycle.

B. An effective awards program recognizes the contribution of the employee in a timely manner. Efforts by authorized approving officials should be directed toward equality of award consideration for employees within their respective organizations.

#### **SECTION 2 - INCENTIVE AWARDS COMMITTEES**

Organizations may have incentive awards committees. Incentive awards committees may be used to advise approving officials regarding awards programs and proposed awards. When more than one organization is represented on an incentive awards committee each cognizant DCMA Council Local will be afforded an opportunity to have a representative participate on that incentive awards committee. However, the DCMA Council Local representative may vote only with respect to nominations from the organization he/she represents. Procedures for the organization's incentive awards committee may be negotiated locally.

#### **SECTION 3 - AWARDS PROCESS**

A. The following awards may be awarded by the Agency to bargaining unit employees: performance based cash awards, on-the-spot awards, time-off awards, quality step increases, honorary awards, special act or service awards, suggestion/invention award and non-monetary awards.

1. Any employee considered deserving of an award by his/her supervisor will be nominated in a timely manner.

2. Employees evaluated as Fully Successful or above are eligible for consideration for performance based cash awards. However, an appraisal that

meets the eligibility requirement for an award does not automatically entitle an employee to an award. The decision whether to approve an award remains a management right and, as such, is not a grievable matter.

3. Performance awards will be approved based on written recommendations that describe objective, verifiable, job-related performance contributions and/or accomplishments. General statements concerning an employee exceeding one or more performance standards will not be considered to be an objective, verifiable statement.

4. Award consideration will be based on performance based criteria. With the exception of exclusions provided for in law and regulation, employees will not be excluded from award consideration solely because the employee was recently promoted, in training, detailed or loaned during the rating cycle, or is a Union official or any other non-merit reasons.

B. In addition to the organization directly awarding the awards listed above, an employee may nominate another employee for an on-the spot award, time-off award or special act or service award. Nominations must be submitted to the nominee's immediate supervisor. In the case of group awards, the nomination must be submitted to the supervisor with overall responsibility for the project, assignment, or initiative. Once a nomination is received, the supervisor will act on the nomination by approving an award (determining the type of award and dollar amount), denying the nomination or forwarding the nomination to the Incentive Awards Committee for consideration. A supervisor is not restricted by the nominator's recommended award type or monetary value in deciding upon the nomination. Timely feedback concerning the outcome of the award recommendation will be given to the individual(s) submitting the recommendation when a recommendation is disapproved.

#### **SECTION 4 - AWARDS REPORT**

The Agency will provide the Union with a report showing names, titles, series and grades of bargaining and non-bargaining unit employees, the type of awards received and dollar amount for each organization.

**ARTICLE 28**  
**EMPLOYEE RECORDS**

**SECTION 1 - GENERAL**

The Agency will maintain systems of personnel records authorized by the OPM and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974. Personnel records referred to in this Article will be maintained in such a manner so as to prevent disclosure to individuals who do not have an official need for the information.

**SECTION 2 - OFFICIAL PERSONNEL FOLDER (OPF)**

A. The OPF is the official repository for records affecting an employee's status and Federal service. The folder provides the basic source of factual data about the employee's Federal employment history and this is used primarily by the HR services provider in screening qualifications, determining status, computing length of service and other information needed in providing personnel services.

B. The Agency shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF.

C. Material will be filed in the OPF in compliance with applicable rules and regulations of the OPM and 5 CFR Part 293

D. Each employee and/or their designated representative shall be permitted to review any document appearing in the employee's OPF upon request. If the representative seeks to review the OPF without the employee present, the employee must provide written authorization to the Agency.

E. Upon request, an employee will be entitled to a copy of any document in his/her OPF.

F. Authorized personnel not employed by the Agency may inspect an employee's OPF only after producing appropriate credentials. As required by the Privacy Act of 1974, an accurate accounting will be made for disclosure of information from the OPF and the information from this accounting will be made available to the employee.

G. Upon request, employees shall be advised of the length of time the Agency intends to maintain unfavorable material in the OPF.

H. Records of charges placed in the OPF determined to be unfounded will be removed. Such charges will not be considered a factor in connection with any future personnel actions.

I. Any adverse material removed from the employee's OPF will be returned to the employee for final disposition by the employee.

### **SECTION 3 - SUPERVISOR RECORDS**

Derogatory material of any nature shall not be placed in the supervisor's files (the now obsolete SF-7B card, memoranda for record, etc) without the employee's knowledge. When a notation concerning counseling, oral admonishment, disciplinary action, adverse action, etc., is entered into the supervisor's files, the entry will be discussed and the employee shall be advised of their right to make written comments to the file. Upon request, employees shall be furnished copies of any data the supervisor is maintaining concerning their employment.

Comments regarding any counseling or oral admonishments and supporting information, may be retained beyond one year provided the supervisor notifies the employee. Should the employee's conduct improve, such notations may be removed from the supervisor's file at any time.

### **SECTION 4 - SUBMISSION OF MEDICAL INFORMATION/ PRIVACY OF RECORDS**

The information collected pursuant to any request for medical information shall go directly and without interception to the Medical Review Officer of the Agency or to such other similarly qualified physician identified by the Agency in advance.

## ARTICLE 29

### MAINTAINING DISCIPLINE

#### **SECTION 1- DEFINITIONS**

A. Disciplinary Action: Written reprimand or a suspension for 14 calendar days or less. Oral admonishments are not considered disciplinary actions.

B. Adverse Action: Removal, a suspension for more than 14 calendar days, or a reduction in grade and/or pay taken for cause. For purposes of this Article, the term "adverse action" does not apply to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. § 7511(a)(1)(A), a suspension or removal taken in the interest of national security, an action taken under reduction-in-force procedures, return to the grade formerly held by a supervisor or manager who has not satisfactorily completed his/her supervisory/managerial probationary period, or the reduction-in-grade or removal of employees based on unacceptable performance pursuant to 5 U.S.C. § 4303.

C. Progressive Discipline: Procedure for evaluation by a management official to decide what the penalty shall be as part of a disciplinary action. Progressive discipline is an element of just cause and provides guidelines in assessing penalties. It does not require any rigid application of a progression of penalties but, rather requires an evaluation of whether the application of the progression of lesser penalties to more harsh penalties is appropriate. More severe, or the harshest of penalties may be appropriate for even a first offense. Under this concept of progressive discipline, a manager may select any penalty considered appropriate, subject to the overall principle of just cause.

#### **SECTION 2 - GENERAL**

A. Employees will not be subject to disciplinary or adverse action except for just and sufficient cause. In keeping with the concept of progressive discipline, actions imposed should be the minimum, in the judgment of the disciplining official, which can reasonably be expected to correct and improve employee behavior and maintain discipline and morale among other employees. All circumstances being the same in an organization disciplinary or adverse action case, the concept of like remedies for like offenses will be applied. This provision shall not prevent the Agency from taking any other appropriate action.

B. Disciplinary and adverse actions will be taken in a reasonable period of time, considering the circumstances of the individual case.

C. Weingarten rights will be posted on the DCMA website and will be sent to employees via e-mail annually. An employee will be advised of his/her right to



Union representation prior to the taking of any investigative statement. The parties acknowledge that failure to give the employee such notification will not preclude the use of that statement. An employee may request Union representation at any meeting that he/she reasonably believes may result in disciplinary action. If the employee requests representation, the interview will be discontinued for a reasonable amount of time until the employee's representative is present.

D. If the employee elects DCMA Council Local representation, copies of all correspondence addressed to the employee on the action will be furnished to the representative.

E. The Agency will notify the DCMA Council prior to changing the table of penalties.

### **SECTION 3 - ORAL ADMONISHMENT**

An oral admonishment is used for minor infractions of rules and/or policies. It is intended for those situations that do not merit formal action. Management will inform the employee that he/she is being orally admonished. Oral admonishments will normally be a matter between the employee and their supervisor. Within a reasonable time after discovering an infraction believed to warrant an admonishment, the supervisor will discuss the matter and any necessary corrective action with the employee. Oral admonishments will be done in private.

### **SECTION 4 - REPRIMAND**

A reprimand is a written statement given to an employee for misconduct.

1. The Agency will give the employee at least 7 calendar days written notice of the proposed action.
2. Notices will state the nature and specific reason(s) for the proposed action.
3. The Agency will give the employee at least 7 calendar days to respond orally and/or in writing and to furnish materials to support the reply.
4. Notices will inform the employee of his/her right to consult with a member of the servicing human resources staff regarding procedural adequacy of the proposed action and of the employee's right to reply.
5. Notices will inform the employee of his/her right to representation.

6. Notices will inform the employee that any request for extension of time for reply must be submitted in writing prior to the expiration of the time period that he/she was given to reply.

7. The decision notice will indicate whether the proposed action will be effected, modified, withdrawn or held in abeyance. In no case will the action taken be more severe than that proposed in the advance notice.

8. The notice will inform the employee of his/her grievance rights in accordance with Article 30 of this Agreement.

9. A letter of reprimand will be placed in the employee's OPF for not more than 12 months unless the employee receives another disciplinary or adverse action for a similar or related offense within the 12 month period. If this occurs it will serve to extend the retention of the former reprimand(s) for another 12 months. In no case, however, will a reprimand remain in an employee's OPF for more than 24 months.

#### **SECTION 5 - SUSPENSIONS FOR 14 CALENDAR DAYS OR LESS**

A. The Agency will give the employee at least 14 calendar days written notice of the proposed action.

B. Notices will state the nature and specific reason(s) for the proposed action.

C. The Agency will give the employee at least 10 calendar days to respond orally and/or in writing and to furnish materials to support the reply.

D. Notices will inform the employee of his/her right to consult with a member of the servicing Human Resources staff regarding the procedural adequacy of the proposed action and of the employee's right to reply.

E. Notices will inform the employee of his/her right to representation.

F. Notices will inform the employee that any request for extension of time for reply must be submitted in writing prior to the expiration of the time period that he/she was given to reply.

G. The Agency will provide the employee copies of documentation used to support the action. Any material/evidence that is not disclosed to the employee may not be used in support of an action against the employee.

H. The decision notice will indicate whether the proposed action will be effected, modified, withdrawn or held in abeyance. In no case will the action taken be more severe than that proposed in the advance notice.

I. The decision will state the findings with respect to each reason stated in the notice of proposed action.

J. The notice will inform the employee of his/her grievance rights in accordance with Article 30 of this Agreement.

**SECTION 6 - REMOVAL, SUSPENSION FOR MORE THAN 14 CALENDAR DAYS AND REDUCTION IN GRADE AND/OR PAY**

A. All of the procedural requirements in Section 5 apply except that the advance period will be not less than 30 calendar days, and the employee will be given at least 20 calendar days to respond orally and/or in writing and furnish materials in support of the reply to the proposed action. The response may include written statements of persons having relevant information and/or supportive documents.

B. The 30 calendar day advance written notice period is not required for a removal or an indefinite suspension when there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In such cases, the advance notice period will be not less than 10 calendar days and the reply period will be not less than 7 calendar days. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed 10 calendar days during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C. § 7513(b).

**SECTION 7 - LETTERS OF DISCIPLINE (LOD)**

A. LODs may be used in lieu of regular, formal disciplinary actions for suspensions of 14 calendar days or less. Management may elect to use a letter of discipline in lieu of an actual suspension for a particular incident of misconduct. Otherwise, a regular disciplinary action must be used. The use of an LOD for one employee or one incident of misconduct does not obligate management to use them for all such incidents or employees. The Agency has full discretion to decide when it would be appropriate to use an LOD in lieu of a regular disciplinary action. An LOD carries the same weight as an actual suspension of 14 calendar days or less in determining penalties for future offenses.

B. Employees have the right to formally question an LOD using the regular grievance process. Employees must be informed of this right in the letters.

C. Employees have the right to be represented in preparing and filing a grievance concerning an LOD. Information on this right will be included in letters of discipline.

## **SECTION 8 - LETTER OF WARNING AND INSTRUCTION**

A. A letter of warning and instruction is not a disciplinary action, but may be used to clarify procedure, issue specific instruction, or impose certain requirements in an attempt to correct a deficiency in performance or conduct before a disciplinary action becomes necessary.

B. When the Agency issues such a letter, it will fully explain what is required of the employee to correct the noted deficiency. The letter will not be placed in the Official Personnel Folder. A copy will be placed in the supervisor's file and the employee so notified. Information concerning the letter of warning shall not remain in the employee's file for more than 12 months. At anytime after the issuance of the letter, the employee's conduct and/or performance will be reviewed to determine whether there has been sufficient improvement to warrant destruction of the letter.

## **SECTION 9 - GRIEVANCE/APPEAL RIGHTS**

A. An employee who is dissatisfied with the Agency's decision to effect an adverse action may elect to either appeal the decision in accordance with 5 U.S.C. § 7701 or 7702 as applicable or grieve the decision in accordance with the negotiated grievance procedure (Article 30) but not both.

B. An employee who is dissatisfied with the Agency's decision to effect a disciplinary action may elect to grieve the decision in accordance with the negotiated grievance procedure (Article 30).

## **SECTION 10 - STAYS OF CERTAIN PERSONNEL ACTIONS**

An employee has 10 working days after receipt of the notice of decision to file a timely grievance in order to be granted a stay of all personnel actions. In the event the employee requests a stay and has filed a timely grievance, formal disciplinary suspensions and/or adverse actions may be stayed by mutual consent of the parties.

## **SECTION 11 - LAST CHANCE AGREEMENTS**

When an employee elects Union representation, the Union will be allowed full participation in all discussions and meetings involving the Last Chance Agreement.

**ARTICLE 30**  
**GRIEVANCE PROCEDURES**

**SECTION 1 - GENERAL**

This shall be the exclusive procedure available to the parties and employees to resolve grievances.

**SECTION 2 - EXCLUSIONS**

Complaints concerning the following matters may not be used under the negotiated grievance procedure:

1. any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);
2. retirement, life insurance or health insurance;
3. a suspension or removal under Section 7532 of Title 5 U.S.C., concerning national security;
4. any examination, certification or appointment;
5. the classification of any position which does not result in the reduction in grade or pay of an employee;
6. nonselection for promotion from a properly ranked and certified list of candidates. This does not apply to the right to grieve over improper procedures used during the selection process;
7. the decision to adopt or grant or the decision not to adopt or grant a suggestion, performance, honorary or other discretionary award;
8. notice of a proposed disciplinary or adverse action under 5 U.S.C § 4303, 5 U.S.C. § 7502, or 5 U.S.C. § 7512;
9. management's decision whether to issue a LOD;
10. any matter decided by the Office of Workers Compensation Programs (OWCP), Department of Labor (DOL);
11. mid-term performance reviews; and

12. notice or implementation of a RIF which adversely affects any employee.

### **SECTION 3 - APPEAL OR GRIEVANCE OPTION**

A. An aggrieved bargaining unit employee affected by a prohibited personnel practice under section 2302 (b) (1) of Title 5, United States Code, may raise the matter under the appropriate statutory appeal procedure or this Agreement, but not both. A bargaining unit employee shall be deemed to have exercised his/her option under this provision at such time as the bargaining unit employee either initiates an action under the applicable statutory appeal procedure or files a grievance in writing under this Agreement, whichever comes first.

B. An aggrieved bargaining unit employee affected by matters covered under section 4303 and 7512 of Title 5, United States Code, may raise the matter under the appropriate statutory appeal procedure or this Agreement, but not both. A bargaining unit employee shall be deemed to have exercised his/her option under this provision at such time as the bargaining unit employee either initiates an action under the applicable statutory appeal procedure or files a grievance in writing under this Agreement, whichever comes first.

### **SECTION 4 - ISSUES RAISED IN GRIEVANCE**

Issues (other than grievability/arbitrability issues) must be raised at Step 1. Any new issue must be directly and integrally related to the particular action/incident underlying the grievance.

### **SECTION 5 - EXCLUSIVE PROCEDURE**

A. The Union has the right to act on its own behalf or on the behalf of any employee(s) to present and process grievances.

B. An employee who files a grievance under this procedure may only be represented by an individual designated by the Union. The provisions of Article 1, Section 3 apply as appropriate.

C. An employee or group of employee(s) may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement and the Union is given an opportunity to be present at the grievance proceeding.

D. A Union representative will be on official time when performing representational functions under this Article if otherwise in a duty status.

## **SECTION 6 - EMPLOYEE GRIEVANCES**

A. It is recognized that the grievance process should be a quick and efficient resolution of the issue. Before filing a grievance, employees are encouraged to discuss issues of concern to them with their supervisor. If management cannot resolve this issue immediately and needs additional time, management will extend the timelines for filing of a grievance. The employee has the right to have a Union representative present at any such discussions.

B. Grievances at each step will be presented in writing and provide, at a minimum:

1. the aggrieved employee(s), name, position, title, grade and organization;
2. a description of the basis for the grievance including appropriate facts such as times, dates, names and other pertinent data;
3. a brief statement of the step(s) taken to informally resolve the grievance;
4. the relief being sought;
5. a statement whether discrimination based on race, color, religion, age, sex or national origin is an issue in the grievance; and
6. identification of the grievant's representative.

C. Steps

Step 1. Grievances are to be presented in writing to the employee's immediate supervisor and second level supervisor within 21 days after the event which gave rise to the grievance or within 21 days after the date the employee became aware of the event. The written notice must clearly apprise the supervisors of the fact that a grievance is being presented. Both supervisors will meet with the grievant and his/her representative. Within 10 days after receiving the grievance, the second level supervisor shall render a written decision and provide a copy to the grievant and his/her representative. Nothing in this step precludes the supervisors and the grievant from resolving the grievance within a shorter timeframe than the time limits set.

Step 2. If the matter is still not resolved after receipt of the Step 1 response, the grievance may be presented within 7 days by the grievant or his/her representative in writing to the Commander/Director of the organization or his/her designee. After receiving the grievance, the Commander/Director of the organization or his/her designee shall meet with the grievant and the Union

representative. Within 7 days of receiving the grievance, the Commander/Director or his/her designee shall render a decision in writing to the grievant and his/her representative. If the grievance is not resolved at Step 2, the Union may refer the grievance to arbitration as provided in Article 31.

### **SECTION 7 - LOCAL UNION GRIEVANCES**

A. A grievance may be classified as a local Union grievance if the issue is within the authority of the organization to resolve and the resolution requested has no impact beyond the local organization.

B. Resolution of any local Union grievance will have no binding or precedential effect on any other organization.

### **SECTION 8 - DISPUTES BETWEEN THE AGENCY AND THE DCMA COUNCIL**

A. This procedure covers disputes over actions taken (or alleged failure to take appropriate actions) by the DCMA Council or Agency that involve the interpretation and application of this Agreement.

B. The DCMA Council and the Agency agree to exert every effort to resolve matters raised under this procedure informally and as timely as possible. To facilitate informal resolution.

1. the DCMA Council or the Agency shall fully inform the other party of the matter of concern at the earliest opportunity.

2. informal resolutions shall not be construed as establishing binding precedent on a particular practice or on the interpretation of this Agreement.

C. If the matter is not resolved informally:

1. the DCMA Council President or Director, DCMA or their respective designees; whomever is the grieving party, shall communicate in writing to the other party as in Section 6 B1-6 as above;

2. the responding party shall provide a final written response to the grievance to the grievant within twenty-one (21) days following receipt of the grievance; and

3. the grieving party will notify the respondent in writing of its acceptance of the final response or its intent to advance the matter to arbitration in accordance with Article 31 of this Agreement within thirty (30) days following receipt of the written response.



## **SECTION 9 - TIME LIMITS AND NOTICE**

A. The time limits at any step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the parties.

B. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process.

C. Any notice or filing required under this Article is considered effective when received by the DCMA Council President/DCMA Director or their designee via:

1. certified mail, return receipt requested when signed for by the other party;
2. hand delivery when received by the other party in person; or
3. E-mail when email is opened by the other party.

## **SECTION 10 - WITNESSES**

All DCMA employee(s) called to testify on matters regarding a grievance being processed under this Article shall be in a duty status and paid travel and per diem expenses in accordance with appropriate regulations.

## **SECTION 11 - RECORDS AND DOCUMENTATION**

The Agency shall, upon request, furnish the grievant(s) and their Union representative with pertinent records regarding a grievance under this Article, subject to limitations of the Privacy Act.

## ARTICLE 31

### ARBITRATION

#### **SECTION 1 - GENERAL**

A. If a grievance remains unresolved after the grievance procedure has been exhausted, arbitration may be invoked as follows:

1. The Union may invoke arbitration on employee grievances by serving a written notice upon the Agency. To be timely, such notice must be served not later than 30 days after the decision at Step 2 was delivered to the employee and the employee's representative or no later than 30 days after the date the Step 2 decision should have been rendered. Only the Agency and the Union may invoke arbitration. The Union will process the notice invoking arbitration on behalf of employees.

2. On other than employee grievances, the Union or the Agency may invoke arbitration by serving written notice within 30 days after the decision was delivered or should have been rendered.

B. Any notice or filing required under this Article is considered effective when received by the Union President/DCMA Director or their designees via:

1. certified mail, return receipt requested when signed for by the other party;
2. hand delivery when received by the other party in person; or
3. E-mail when email is opened by the other party.

#### **SECTION 2 - OPTIONAL ADR PROCEDURES**

The following Sections of this Article must be adhered to in the settlement of grievances to be resolved through arbitration unless the parties agree to process the grievance(s) in accordance with Article 32 of this Agreement.

#### **SECTION 3 - CREATION AND USE OF THE ARBITRATION PANEL**

A. The parties shall jointly create a panel of eight (8) arbitrators annually.

1. Selection Criteria - The arbitrator shall:

- a. have decided a minimum of 20 federal sector cases;

b. have relative balance in the decisions rendered (no more than 25% variance between the percent decided in favor of a Union or the Government); and

c. have no more than 5% of decisions overturned by a higher authority.

B. Both parties shall determine which arbitrators meet the above criteria. If the parties agree on fewer than eight (8), the remaining slots will be divided equally between the parties to select. The order of the arbitrators on the list will be determined by random selection.

C. The parties will contact the first arbitrator on the list for a hearing date no later than seven (7) days after arbitration is invoked.

D. The hearing will be scheduled no sooner than thirty (30) days but not more than ninety (90) days after the date arbitration is invoked.

E. If the arbitrator is not available within this time period, the parties shall contact the next arbitrator on the panel.

F. In subsequent arbitrations the next arbitrator on the panel shall be contacted.

G. Arbitrators selected will hold and maintain a current certification from FMCS and/or the American Arbitration Association (AAA).

H. By mutual consent, the parties can remove an arbitrator from the list for any improper activity.

I. The Agency will fund travel expenses for the arbitrators under this section.

J. The parties agree that this process will be implemented as a one year test program. At the end of the test period, the parties further agree to reopen this section for re-evaluation and renegotiation as necessary.

#### **SECTION 4 - ADMINISTRATION**

The Agency shall provide facilities at no cost for the arbitration which will normally be at the site of the organization where the grievance arose. Arbitration hearings shall be conducted during duty hours unless otherwise agreed to by the parties.

#### **SECTION 5 - THRESHOLD ISSUES**

A. Disputes over the grievability or arbitrability of a grievance shall be submitted to the arbitrator as a threshold issue in the dispute. Grievability and arbitrability

are preliminary questions that must be resolved at the earliest stage of the process. Arbitrators must attempt to resolve this issue at the earliest possible date so that the parties do not waste resources preparing for their entire case before knowing whether the case is indeed arbitrable. Therefore, when there is a dispute over grievability or arbitrability of any issue, the arbitrator:

1. may request written briefs on the matter in dispute from all parties;
2. may arrange the taking of evidence as part of a pre-hearing session, (telephonic testimony via conference call is acceptable for this purpose) in the event of factual disputes which must be resolved to decide the request;
3. shall issue a written decision before setting the date for the arbitration hearing; and
4. shall not hold the arbitration hearing if the arbitrator decides that the grievance is not arbitrable or grievable.

B. All costs associated with resolution of the threshold issue will be borne by the party raising the issue.

#### **SECTION 6 - HEARING PROCEDURES**

A. The procedures to conduct an arbitration hearing shall be determined by the arbitrator.

B. When an employee grievance is being arbitrated, the grieving employee shall be in a pay status for the duration of the hearing if otherwise in a duty status. At least fourteen (14) days prior to the arbitration hearing the parties will exchange:

1. lists of witnesses whom they expect to testify along with a listing of facts and/or evidence that may be stipulated in advance of the hearing; and
2. copies of documents, with an index, proposed to be offered into evidence.

C. The grievant, their representative, and the individual(s) who are called as witnesses will be excused from duty to participate in the arbitration hearing. All participants, including Union representatives, shall be in a duty status and will be entitled to per diem and travel in accordance with the JTR. Witnesses and representatives will be allowed a reasonable amount of duty time to prepare for the arbitration.

D. Once an arbitration hearing has been scheduled, there shall be no postponement or rescheduling of the hearing except by the written mutual agreement of the parties.

E. By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filing of briefs. They may also mutually agree to such other arrangements as waiving post hearing briefs, requesting an award without opinion or requesting a bench decision.

F. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party. However, the Union may request a copy of any transcript in the possession of the U.S. Government consistent with the provisions of the Freedom of Information Act (FOIA).

G. The arbitrator shall be requested to render and serve the written decision within 30 calendar days after the conclusion of the hearing. The arbitrator's award shall be limited solely to answering the question(s) put to them by the parties' submission. In the event the parties are unable to agree to a submission statement, the arbitrator shall be empowered to formulate their own statement of the issue(s) to be resolved.

H. In arbitrating a grievance, no arbitrator has the authority to render an award that would add to, subtract from, modify or violate the Agreement.

#### **SECTION 7 - COSTS**

The arbitrator's fees and expenses shall be shared equally by the parties unless otherwise specified in this Article.

#### **SECTION 8 - ISSUES**

The parties concerned shall attempt to jointly frame the issues for the arbitrator. If they cannot agree on the framing of the issues, each party shall separately frame the issues and the arbitrator shall determine the issues to be heard. Once an arbitrator has been selected there will be no ex parte communications with the arbitrator, unless agreed to by the parties.

#### **SECTION 9 - EFFECT OF AWARD**

The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

## **SECTION 10 - CLARIFICATION**

Disputes between the parties over the application of an arbitrator's award may be returned for clarification. The party seeking clarification shall bear the full cost of such clarification.

## ARTICLE 32

### ALTERNATIVE DISPUTE RESOLUTION (ADR)

#### **SECTION 1 - INTERPRETATION OF HIGHER LEVEL REGULATION OR POLICY**

The parties may attempt to resolve disputes of Agency or higher level regulation or policy by mutually developing a request for a non-binding interpretation, which will be forwarded by the Agency to the office responsible for issuing the regulation or policy in dispute. If agreement cannot be reached on a mutually developed request, the parties may develop separate statements, which will be forwarded simultaneously by the Agency to the office responsible for the interpretation.

#### **SECTION 2 - MEDIATION**

Should the parties determine that mediation by a neutral third party would be of benefit, they will jointly contact the FMCS or other selected source. No transcript will be made nor will there be any persons in attendance other than the designated representatives of the parties.

#### **SECTION 3 - EXPEDITED ARBITRATION**

A. Both parties support the resolution of disputes where accommodation of concerns can be accomplished most expeditiously. Consequently, the parties agree that expedited third-party resolution processes may provide swift and economical methods for settling disputes and are authorized on a case-by-case basis in lieu of the more formal procedures in Article 31.

B. In those situations where both parties agree to pursue an expedited arbitration process, they may utilize the following procedures. Select an arbitrator from the approved list and advise him or her that an expedited process is being used. Request a bench decision immediately after a hearing or request a decision on the record without a hearing with or without the submission of briefs. The parties may also agree to use any other ADR process that would result in a more expeditious resolution of the dispute.

#### **SECTION 4 - DISPUTE RESOLUTION AGREEMENTS**

Any negotiated dispute resolution that impacts the bargaining unit shall be provided to the Union for review and negotiation of appropriate arrangements prior to final approval, if necessary.

## **ARTICLE 33**

### **OFFICIAL TRAVEL**

#### **SECTION 1 - GENERAL**

A. The Agency and the DCMA Council recognize that employees may be required to travel from their official duty station on official government business and that employees will be compensated for such travel expenses in accordance with law and existing regulations.

B. An employee who is authorized official travel shall exercise the same care in the incurrence of expenses and accomplishing a mission that a prudent person would use if traveling on personal business. In this connection, excess costs, circuitous routes, delays or luxury accommodations which are unnecessary or unjustified in the performance of a mission, are not considered acceptable as the application of prudence by the employee.

#### **SECTION 2 - TRAVEL TIME**

A. Travel shall be scheduled so that the employee shall perform travel during their regularly scheduled work hours. Should this not be possible and the resultant travel meets the criteria of 5 U.S.C. § 5542 or the Fair Labor Standards Act, the employee shall be compensated accordingly. When governing laws and/or Government-wide regulations precludes the payment of overtime, the Agency shall inform the employee of the rationale.

B. When travel on official government business results from an event that cannot be scheduled or controlled administratively, such travel shall be considered hours of work for pay purposes in accordance with law and existing regulations.

#### **SECTION 3 - AUTOMATED TRAVEL SYSTEM**

A. Employees will arrange travel and transportation using the automated travel system in effect for the DoD. The Agency will provide training on the use of the system as well as any subsequent updates.

B. Except for emergency situations, as determined by the approving official, temporary duty (TDY) travel orders shall be issued in sufficient time prior to the departure on TDY so as to permit the employee to make orderly arrangements for transportation and obtain an authorized advance for travel expenses.

C. Local travel authorizations that approve the use of a privately owned conveyance (POC) by the employee as being more advantageous to the Government or for the convenience of the Government shall be issued in advance.



#### **SECTION 4 - TRAVEL ADVANCES**

Employees will be advanced travel expenses as follows:

1. employees who have a Government Travel Charge Card (GTCC) will follow the requirements of the GTCC program; or
2. for those employees who do not have a GTCC, travel advances will be provided by DFAS at the standard rate (normally 80% of the estimated per diem and miscellaneous expenses and 100% of the estimated transportation costs) provided that the request for the advance is made in sufficient time to permit the advance to be processed. Travel advances will be deposited directly to the employee's designated account by electronic funds transfer (EFT). Normally, travel advances will not be made for travel expenses of less than fifty (50) dollars unless a specific request with supporting justification is made.

#### **SECTION 5 - REIMBURSEMENT FOR OFFICIAL TRAVEL EXPENSES**

- A. Upon completion of official travel, the employee shall promptly submit vouchers for reimbursement to the appropriate authorizing official for processing.
- B. If more than one TDY occurs back-to-back, the travel voucher may be submitted within 5 workdays at the end of the TDY assignments. TDY in excess of thirty (30) days will have travel vouchers submitted at the end of each 30-day cycle as well as at the end of the TDY assignment. The employee should notify the credit card company of any anticipated delays in reimbursement from the Agency.
- C. The resolution of financial computations shall be a matter solely between the employee and the Defense Finance and Accounting Service (DFAS). The employee shall be permitted to resolve this matter during their regularly scheduled work hours without loss of pay or charge to leave.
- D. An employee on TDY in excess of 12 hours is entitled to per diem in accordance with the JTR.
- E. Organizations shall define the local commuting area within which the commuting public travels during normal business hours and will be negotiated locally.

#### **SECTION 6 - GOVERNMENT TRAVEL CREDIT CARD PROGRAM (GTCC)**

- A. The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the mandatory requirement that most official travel expenses will be charged on the GTCC and that the Agency must have certain procedures in place regarding travel.

B. The GTCC is a Government-issued card for official business only and is not a personal credit card of the employee.

C. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.

D. Credit card debts will be paid by split disbursement with the Government forwarding the amount indicated by the employee on the claim form directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of lodging and transportation. Any amount of reimbursement due in excess of that paid to the vendor will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the Government's remittance to the vendor under the split disbursement process.

E. In the event of a billing dispute or other disagreement with the terms and conditions governing use of the card, the employee is responsible for notifying the vendor of the nature of the dispute. The employee may request the assistance of the Agency's local travel card program coordinator in filing a dispute. Employees are obligated to cooperate fully in pursuing resolution to disputes.

F. The employee will not be personally bound by the terms and conditions of any vendor agreement between the Agency and the vendor. The employee is responsible for, and bound by, the terms and conditions of his or her agreement with the credit card company with respect to the use of the GTCC.

G. Employees are subject to discipline or other appropriate measures to ensure compliance with the proper use of the credit card.

H. Employees will be assigned an account either as a restricted or standard account. Restricted accounts generally have lower credit limits and are subject to more restrictions on their use. Circumstances wherein a restricted account may be established include, but are not limited to:

1. cases where the cardholder has instructed the vendor not to obtain credit reports; and

2. cases where the program coordinator has requested or approved a restricted card.

I. Employees who are expected to travel on official temporary duty more than twice a year must apply for a GTCC. Employees who secure this card are eligible for travel advances in accordance with the policies of the GTCC program and the JTR. Employees who are not eligible for a GTCC or whose use of the

card has been revoked, may be authorized travel advances when requested in accordance with applicable regulations.

J. There will be no adverse action against any employee who is not eligible to obtain a GTCC.

K. All information related to the employee government travel card shall be subject to requirements of the Privacy Act.

L. The Agency will provide training to all employees on the use of the GTCC as well as on any subsequent updates to the program. This training will include the potential impact on a cardholder's credit rating.

M. The Agency shall inform each employee considering applying for a GTCC that a credit check will be performed. Employees have the option to decline the credit check. If the employee declines the credit check, only a restricted card will be issued. Restricted travel cards are limited to \$2,000 but may have the value raised with appropriate Agency approval to meet specific mission requirements. Should the employee opt to receive the restricted credit card, he/she will self certify to their creditworthiness.

N. When TDY expenses are anticipated to exceed the employee's credit card limit, the employee may request that the Agency make appropriate arrangements to increase the credit card limit as necessary to meet mission requirements.

O. Upon request of the employee to the supervisor, the travel card issuing agent or Agency Program Coordinator (APC) may authorize increases in ATM cash withdrawal limits as needed to meet mission requirements.

P. Any fees incurred by the employee as a result of a cancellation/change of TDY, either by the direction of the Agency or as the result of an approved request from the employee, will be reimbursed to the employee. Employees are required to notify the approving official as soon as possible of any circumstance that may warrant the cancellation/change of TDY.

Q. The employee may pay his or her balance by mail, by phone or via the internet. Regular payment fees are not reimbursable.

R. Employees who file timely travel claims upon completion of travel (defined by the Financial Management Regulation Vol. 9, Chapter 8, Section 080501 to be within 5 working days of return to the Permanent Duty Station) but fail to receive the allowable reimbursement in a timely manner (after 30 days of receipt of the travel claim) and who incur late fees in such cases from the card issuer will be authorized to submit a supplemental travel voucher to the servicing travel pay office for the reimbursement of the late fees assessed. Employees will also be entitled to the appropriate amount of interest authorized by the Prompt Payment

Act. This reimbursement provision also applies when an employee cannot file a timely claim due to actions of the Agency (e.g., delays in processing vouchers or issuing travel orders.)

#### S. Outstanding Indebtedness and Delinquency Management

1. In the event an employee's account becomes 60 days delinquent, the Agency will contact the employee upon receipt of the 60 day notice. Employees will be contacted by the Agency Program Coordinator (APC) via email (when available) and advised that the employee should contact the APC as soon as possible to discuss an urgent matter related to their travel card. When email is not available, the Agency will advise the employee, via telephone or in writing of the delinquency. Written notices or emails will provide the name and phone number of the APC or other official the employee should contact to discuss the matter.

2. Prior to an employee becoming subject to salary offset, the employee will be notified in writing, of his/her due process rights under the Debt Collection Act of 1982. The Agency will provide such employees with the procedures used for salary offset and will respond to questions from the employee regarding the process. In the event of an erroneous salary offset, the Agency will provide assistance to the employee to resolve the matter, including speaking with and writing to the servicing travel pay office on the employee's behalf. For purposes of this paragraph, e-mail is a suitable means of communicating in writing. The employee will be provided a copy of the written communication.

3. When mission-critical travel precludes filing of travel vouchers, including interim vouchers, and thereby precludes prompt payment of travel charge card bills, the APC is authorized, with the approval of the cardholder's supervisor, to advise the card contractor and ensure that the cardholder's account is designated by the card contractor as mission critical status. Mission-critical travel is defined as travel performed by DOD personnel under competent orders and performing duties that, through no fault of their own, prevents the traveler from filing travel vouchers and paying the travel card bills. Mission critical status must be reflected on the travel orders in order for the traveler to be reimbursed for any late charges incurred while in this status. An individual charge card account must have been placed in mission critical status before the account was suspended. Should there be outstanding bills, the bills shall be settled within 45 days of removal from this status. The APC should work with the traveler and supervisor to ensure interim vouchers can be processed. Expenses incurred prior to a deployment should be processed for payment through split disbursement before the individual departs for his/her assignment.

4. While in a long-term travel status, the traveler shall file interim vouchers every 30 days, with split disbursement as the preferred means of settlement.

T. In the event of the death of the cardholder, the Agency will notify the cardholder's family of any possible death benefits associated with the card.

## **SECTION 7 - TEMPORARY DUTY ASSIGNMENTS**

In accordance with the JTR, when the TDY assignment requires the employee to be away from their permanent duty station for more than 30 days and the assignment does not require the employee to remain at the place of TDY on non-workdays:

1. the approving official may direct, in the TDY orders, that the employee return to their permanent duty station for the non-workdays provided that the cost to the Government for round trip transportation and per diem or actual expense allowance is less than the per diem or actual expense allowance that would have been payable had the employee remained at the place of TDY and the employee's availability for duty on the scheduled TDY workdays is not affected adversely; or

2. the employee may voluntarily return to their permanent duty station provided that their availability for duty on the scheduled TDY workdays is not affected adversely. In the instances of voluntary return, the maximum reimbursement to the employee for the round trip shall not exceed the per diem or actual expense allowance to which the employee would have been entitled had they remained at the place of TDY.

## **SECTION 8 - MODES OF TRANSPORTATION**

A. In accordance with the JTR, the approving official shall determine the mode of transportation which is most advantageous to the Government. In selecting the particular method of transportation to be used, the approving official shall consider the nature and duties of the employee requiring travel, the total cost to the Government, the total distance of travel, the number of points to be visited and energy conservation.

B. If an approving official determines that a vehicle is required for travel, a Government-owned or leased vehicle shall be used whenever it is reasonably available. The use of POC may be authorized only if it is more advantageous to the Government or for the convenience of the Government. The Agency will not direct the use of a POC by an employee as either a driver or as a passenger.

C. When an employee elects to travel by a method of transportation other than that officially approved, reimbursement to the employee shall be limited to the cost on a constructive basis that would have been incurred by the Government for the officially approved mode of transportation or the actual cost incurred by the employee, whichever is less.

## **SECTION 9 - AUTHORIZED CALLS WHILE ON TDY**

Employees traveling for more than one night on Government business in CONUS may request a Government telephone calling card to be utilized for official business calls and authorized personal calls. Employees may use the Government telephone calling card for authorized personal calls not to exceed 20 minutes per day. The Government telephone calling card is the only approved means for authorized personal calls.

## **SECTION 10 - PERSONAL ACCOMMODATIONS**

Employees on TDY travel in CONUS will be authorized private sleeping and bathroom facilities. In circumstances beyond the Agency's control, employees may be required to utilize shared accommodations and/or facilities.

## **SECTION 11 - TRANSPORTATION**

The Agency will authorize appropriate transportation to employees when on TDY in accordance with the JTR.

## **SECTION 12 - TRAVEL RELATED SAFETY AND HEALTH**

A. Employees will report any problems associated with Government vehicles for further investigation. The Agency will investigate and take appropriate action. If an employee reasonably believes a vehicle is unsafe for operation, the employee may elect to not utilize that vehicle.

B. Government vehicles reported and verified as unsafe for operation shall not be issued for further use until repaired.

C. Employees are required to report accidents and mishaps that occur while TDY as soon as possible.

D. In cases of unanticipated absences, the employee is responsible for contacting the TDY location point of contact and the employee's supervisor. If the employee fails to report for duty, the Agency TDY location point of contact will contact the employee's supervisor who will then attempt to account for the missing employee.

E. Employees using GOVs or POCs to perform official travel may request a cell phone or other communication device if available. This cell phone or other communication device will be used for official business and to notify management and family of an emergency condition or situation.

F. When an employee is officially authorized to use their privately owned vehicle for the convenience of the Government and that vehicle breaks down or is

otherwise inoperative, the employee shall be in a duty status in connection with emergency repairs to the vehicle if the breakdown occurs while the employee is in an official travel status. In such situations, the employee will, as soon as practicable, provide the supervisor with an estimate of the situation and obtain appropriate instructions.

## ARTICLE 34

### TRAVEL GAIN-SHARING AWARDS

#### **SECTION 1 - GENERAL**

A. The Government Employees Incentive Awards Act, 5 U.S.C. § 4501-4507, authorizes an Agency to pay a cash award for efficiency or economy. The Agency will begin a program that rewards employees who save the Agency money from the use of less expensive lodging while on TDY.

B. Employee participation in this program is voluntary.

#### **SECTION 2 - TYPES OF COSTS COVERED**

Only lodging expenses associated with TDY will be covered under this program.

#### **SECTION 3 - LODGING SAVINGS**

A. The amount of the award for the employee will be 50 percent of the savings on lodging expenses. Taxes will be withheld (Federal, State, local, FICA) on the award amount.

B. In most cases, the cumulative savings to the Agency must be at least \$400 before the employee is eligible to receive an award. Awards will be processed prior to reaching the minimum dollar limit when:

1. the employee leaves the Agency; or
2. it is the end of the fiscal year.

C. Lodging savings may occur:

1. when employees stay with relatives or friends while on official travel and avoid lodging expenses. These employees will receive one-half of the lodging rate for the locality toward the travel savings award;

2. when savings result from shared accommodations; or

3. when savings result from staying at a hotel with rates less than the government contract rates for the per diem.

D. Lodging savings will not occur:



1. when an employee is on travel where lodging was prepaid or prearranged through contractual arrangements with the hotel except if savings result from shared accommodations;

2. for lodging savings at hotels identified under the General Services Administration Federal Premier Lodging Program, unless accommodations are shared with another employee on travel;

3. for lodging costs incurred on personal time such as annual leave during official travel or any other type of personal preference travel used in conjunction with official travel; or

4. when lodging for extended TDY has been contracted by the employee's organization through a lease or purchase order.

E. Employees should not incur additional expenses in transportation or other miscellaneous costs in effort to reduce lodging expenses. Employees who incur additional transportation expenses must have those expenses deducted from their lodging savings. Examples of excess transportation costs include, but are not limited to, renting a vehicle (when one would not normally be rented) at a TDY site to travel to a place of free or reduced lodging; when driving a privately owned vehicle (POV) more miles than would normally be traveled to/from the TDY site to obtain free or reduced lodging; or where a taxi fare is incurred which would not normally have been incurred to obtain free or reduced lodging. Additional duty time for travel is considered an additional expense. The approving official must determine if other transportation expenses incurred were excessive.

F. All employees must utilize hotels/motels that meet the requirements of the Hotel and Motel Fire Safety Act of 1990. The list may be accessed through the Internet at <http://www.usfa.fema.gov/hotel/index/htm>.

G. All TDY travel with lodging expenses, foreign and domestic, will be covered under this program. PCS travel is excluded from the gainsharing program.

H. The first 30 days of extended TDY travel (e.g., a detail of more than 30 days where a reduced per diem amount is required) qualify for gainsharing, except when lodging has been contracted by an employee's organization through a lease or purchase order.

#### **SECTION 4 - PILOT PROGRAM**

The Agency will conduct a one year pilot study to evaluate the efficacy of the gainsharing program. At that time, the program may be expanded to include additional areas should further cost saving potential be identified. Prior to any implementation, the Agency, in coordination with the Union, will publish guidance

and instructions. The pilot will begin not later than 6 months after signing of the Agreement.

## ARTICLE 35

### TRANSPORTATION SUBSIDY

#### **SECTION 1 - POLICY**

The Agency will administer the Transportation Incentive Program in accordance with Executive Order 13150 of April 21, 2000 and DoD Memorandum dated 13 October 2000 and any subsequent amendments thereto.

#### **SECTION 2 - PROGRAM**

A. National Capital Region (NCR) - The Agency must provide personnel vouchers or similar items that may be exchanged only for transit passes that do not exceed commuting costs up to the maximum allowed by the Internal Revenue Code (IRC).

B. Outside the National Capital Region - The Agency must offer personnel a transportation incentive program identical to the program offered to personnel inside the NCR except where vouchers are not readily available. If vouchers are not readily available, the Agency shall implement a cash reimbursement program to reimburse its employees for expenses incurred or paid by them for transportation via mass transit or van pools.

#### **SECTION 3 - UNUSED VOUCHERS**

If an employee purchases their pass/voucher in good faith to use for work but is unable to use the pass/voucher due to events that were unforeseen at the time of purchase, i.e., illness, TDY assignments, weather, etc., the employee will turn in the unused pass/voucher and the authorizing official will approve the request in the same good faith and allow for reimbursement.

#### **SECTION 4 - REIMBURSEMENT**

Reimbursement will be claimed in quarterly increments for actual costs incurred up to the maximum allowable amount via SF 1164, Claim for Reimbursement for Expenditures On Official Business. If the request for reimbursement is denied the employee may file a grievance in accordance with Article 30.

## ARTICLE 36

### DEPLOYABLE EMPLOYEES CONTINGENCY CAS AND EMERGENCY ESSENTIAL (EE) POSITIONS

The Union supports and encourages the Agency's use of volunteers for deployments.

#### **SECTION 1 - PAY AND ALLOWANCES DURING DEPLOYMENTS**

Employees shall receive pay and allowances in accordance with law and regulation.

#### **SECTION 2 - TRAVEL**

A. Employees shall be given appropriate quarters while at a Contingency Remote Site (CRS)/ Basic Contingency Operations Training (BCOT) in accordance with the host component's regulations and /or policy prior to and after deployment. If government quarters are not available, commercial lodging and per diem shall be authorized.

B. Employees shall travel on conveyances in accordance with applicable laws and travel regulations.

C. Employees may be authorized to take leave or layover a weekend during their return at the end of their deployment.

D. Employees shall not be required to travel outside of normal duty hours or on weekends whenever possible. If travel outside of normal duty hours or on weekends is required, the employee shall be compensated in accordance with governing law or regulation. Rest stops will be provided in accordance with applicable laws and regulations.

E. Employees shall be provided government transportation, but in those special circumstances when the government transportation is inappropriate, the employee shall be reimbursed for in-and-around transportation (taxi, bus, or rail) in accordance with the travel regulation during pre and post deployment.

#### **SECTION 3 - HOUSING WHILE DEPLOYED**

Employees shall be authorized lodging appropriate to their grade, per diem and other entitlements, as appropriate to the threat level and location to which they are deployed.

#### **SECTION 4 - EQUIPMENT AND TRAINING**

All deployed individuals will be entitled to protective equipment and training commensurate with the anticipated threat and theater policy.

#### **SECTION 5 - AWARDS**

A. Employees shall be eligible to earn awards in accordance with the DCMA Employee Awards and Recognition Program.

B. Civilian employees may be granted up to a 40 hour time-off award after deployment.

#### **SECTION 6 - IMMUNIZATIONS/MEDICATIONS**

Employees shall be informed of the immunizations/medications to be required in the theater(s) to which they may be deployed. This information will be posted on the Agency's web page for review at any time. This web site will also provide links to current information available on the potential side effects of any mandatory immunizations/medications.

#### **SECTION 7 - REPRESENTATION**

A. In accordance with Article 1, bargaining unit employees will continue to be represented by AFGE while deployed. The Agency will provide the DCMA Council with a copy of the BCOT briefing when updates are made.

B. Changes in employment conditions of bargaining unit employees deployed require notification to the Union and an opportunity to bargain. During a contingency or emergency, management officials may take actions requiring an immediate response even if conditions of employment of bargaining unit members are affected. In such cases, the Union should be advised of the immediate changes being made and offered an opportunity for post-implementation bargaining at the earliest possible date. Any agreement reached during this bargaining should be applied retroactively, if practical.

#### **SECTION 8 - REOPENER**

Should the Agency find it necessary to designate all acquisition positions as Emergency Essential, the Union shall have the right to renegotiate this article.

#### **SECTION 9 - INVOLUNTARY DEPLOYMENT**

A. Should the Agency determine it is necessary to deploy bargaining unit employees involuntarily, TDY in the employee's current position will be considered before reassignments or details to EE positions.

B. Involuntary TDY assignments will be rotated among equally qualified (based on knowledge, skills, and abilities) and available employees with requisite skills in inverse order of seniority, based on SCD.

C. Reassignments and details for involuntary deployments will be implemented in accordance with the criteria in Article 40.

D. Management will consider personal hardships when deploying bargaining unit employees.

**ARTICLE 37**  
**HOURS OF DUTY**

**SECTION 1 - GENERAL**

The Agency and the Union agree that within the parameters stipulated in Section 2 and 3, the establishment of work schedules and the administration of this Article are matters for negotiation at the Agency level.

**SECTION 2 - DEFINITIONS**

- A. Administrative Work Week: Normally Monday through Friday.
- B. Alternative Work Schedules: Both flexible work schedules and compressed work schedules.
- C. Basic Work Requirement (BWR): The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award.
- D. Compressed Work Schedule:
  - 1. In the case of a full-time employee, an 80-hour biweekly BWR which is scheduled for less than 10 workdays and, in the case of a part-time employee, a biweekly BWR of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day. (See 5 U.S.C. § 6121(5)).
  - 2. Compressed work schedules are always fixed schedules. Examples are:
    - a. 4/10: Employees work four (4) ten-hour days and schedule one (1) day per week off.
    - b. 5/4/9: The schedule covers a two-week period where the employee works eight (8) nine-hour days and one (1) eight-hour day with one day off scheduled during that biweekly pay period.
- E. Core Hours: Hours of duty between 0830 -1100 and 1300 -1430 when the employee must be available for duty. Core hours are only applicable to the flexible schedule.

F. Credit Hours: The hours within a flexible work schedule that an employee elects to work in excess of an employee's BWR so as to vary the length of a workweek or workday.

G. Duty Hours: Hours that employees must work between 0600-1800 with a mandatory lunch period of no less than 30 minutes.

H. Flexible Hours: The times during the workday, workweek or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work-site consistent with the duties and requirements of the position.

I. Flexible Work Schedules: Consists of a flexible band of hours during which an employee may vary his or her arrival and departure time on a daily basis, during which the employee must be present for work in accordance with 5 U.S.C. 6122, that:

1. in the case of a full-time employee, has an 80-hour biweekly BWR that allows an employee to determine his or her own schedule within the limits set by the Agency; and

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

J. Maxi-Flex Work Schedule: A type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

K. Standard Work Schedules: Eight hours a day, five days a week, with a set arrival and departure time.

L. Tour of Duty: The limits set by the Agency within which an employee must complete his or her BWR under a flexible work schedule. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with BWR.

M. Time Accounting Method: The Agency-wide method for employees recording and reporting their time will be via the PLAS system or any subsequent advance in technology. No other time accounting method is authorized. All employees are required to record and report all leave used as well as all compensatory time and overtime earned and used. Additionally, employees on flexible schedules will record all earned and used credit hours per pay cycle.



N. Full-Time Work Schedule: A schedule that requires employees to work a prearranged scheduled tour of duty that is usually 40 hours per week.

O. Part-Time Work Schedule: A schedule that requires employees to work a prearranged scheduled tour of duty for a specific number of hours, usually between 16 and 32 hours per week.

P. Intermittent Employee: One who works on an irregular basis for which there is no prearranged tour of duty.

Q. Rotating Tour of Duty: A regularly scheduled tour that periodically requires service on a different shift.

R. Seasonal Employee: An employee works on an annual recurring basis for a period of less than 12 months each year. He/she may have full-time, part time or intermittent work schedules during his or her work season.

S. On-Call Employee: One who works when needed during periods of heavy workload with expected cumulative service of at least 6 months in a pay status each year. He/she may have either a full time or a part time schedule when in a pay status.

### **SECTION 3 - PROCEDURES FOR ESTABLISHING STANDARD WORK SCHEDULES**

A. Initially, employees will submit their proposed work schedule to their supervisor or designee. The supervisor or designee will review and approve/disapprove the proposed schedule in writing within a reasonable amount of time.

B. Supervisors may adjust a standard work schedule to meet mission needs or for performance or conduct problems. The employee will receive a reasonable amount of notice of the change and the reason for it.

C. Any unresolved issues can be pursued through normal grievance procedures.

D. Consistent with regulations, unless a manager finds that it would adversely impact his/her organization in carrying out its function or would substantially increase operating costs, the following rules apply in initially establishing or changing standard work schedules within an organization:

1. assign tours of duty at least one week in advance;
2. schedule work on 5 days, Monday through Friday, when possible, with 2 consecutive days off;

3. set consistent working hours when possible, anywhere between the hours of 6 am and 6 pm;
4. workday may not exceed 8 hours (without incurring overtime entitlements) unless the employee is covered by an alternative work schedule;
5. scheduled lunch breaks under a standard work schedule may not exceed 1 hour. During this period, an employee is off duty and in a nonpay status. If he/she is required to perform duties (that is work) during a lunch break, the employee is entitled to pay for that period; and
6. basic workweek cannot be rescheduled to avoid paying holiday pay.

#### **SECTION 4 - PROCEDURES FOR ESTABLISHING ALTERNATIVE WORK SCHEDULES**

- A. Initially, employees will submit their proposed work schedule to their supervisor or designee. Election of a flexible or compressed work schedule is contingent upon the ability to ensure mission operations. The supervisor or designee will review and approve/disapprove the proposed schedule in writing within a reasonable amount of time.
- B. Supervisors may take an employee off a flexible or compressed work schedule to meet mission needs or for performance or conduct problems. The employee will receive a reasonable amount of notice of the change and the reason for it.
- C. If more employees request the same work schedule or day(s) off than can be accommodated, application of seniority based on SCD will determine which employees will have the work schedules and/or day off.
- D. Scheduled lunch breaks under a flexible work schedule may not exceed 2 hours, and under a compressed work schedule may not exceed 1 hour. During this period an employee is off duty and in a nonpay status. If he/she is required to perform duties (that is work) during a lunch break, the employee is entitled to pay for that period.
- E. Any unresolved issues can be pursued through normal grievance procedures.
- F. The basic workweek cannot be rescheduled to avoid paying holiday pay.

## **SECTION 5 - PROCEDURES FOR ESTABLISHING SPECIAL TEMPORARY WORK SCHEDULES**

A. Special Tour of Duty for Educational Purposes: Managers may establish work schedules that allow an employee to take courses at a college, university or educational institution. The courses taken need not be directly related to the work of DCMA nor be considered training under law, but they should contribute to making the employee a more effective worker in DCMA. Under these circumstances, rescheduling the customary workweek is permitted when it does not significantly interfere with the employee completing work assignments. The employee is still responsible for a full 40 hour work week. Premium pay may not be paid for those duty hours that are rescheduled.

B. Time on Official Travel: To the maximum extent possible, managers should schedule travel within an employee's regularly scheduled workweek. In scheduling temporary duty travel for employees, managers and supervisors should comply with this guideline. Compensatory time for travel will be earned in accordance with governing laws and regulations.

C. Temporary Duty: When an employee covered by a FWS is assigned to a temporary duty station using another schedule, either traditional or AWS, the Agency may allow the employee to continue to use the schedule used at his or her permanent work site if suitable or require the employee to change the schedule to conform to operations at the temporary work site.

## **SECTION 6 - CREDIT HOURS**

Credit hours may be worked only by employees covered by a FWS. Employees may request to work credit hours subject to supervisory approval. When employees use accrued credit hours, such hours are counted as a part of the basic work requirement for the pay period to which they are applied. Employees are entitled to their rate of basic pay for credit hours, and credit hours may not be used by employees to create or increase entitlement to overtime pay.

Employees may earn no more than 4 credit hours daily during the administrative work week. In accordance with applicable law, a full-time employee may only carry up to 24 hours from a biweekly pay period to a succeeding biweekly pay period. When an employee is no longer covered by a flexible work schedule, he/she must be paid for accumulated credit hours at his/her current rate of pay. An employee may not be compensated for credit hours for any other reason. Payment for accumulated credit hours is limited to a maximum of 24 hours for a full-time employee.

## **SECTION 7 - HOLIDAYS**

A. General

Under 5 U.S.C. Chapter 61 and 5 CFR Part 610, the number of hours an employee is entitled to for holiday leave is treated differently for employees on flexible schedules and compressed schedules.

1. Flexible Work Schedules – An employee on a flexible schedule who is relieved or prevented from working on a day designated as a holiday:

a. is entitled to eight hours of basic pay for that day regardless of the individual tour (or in the case of a part-time employee, the number of hours designated on their Notification of Personnel Action [SF-50] and in accordance with applicable laws and regulations);

b. may take leave for the additional hour or hours necessary to complete 80 hours BWR for the pay period; or

c. with supervisory approval, may work the additional hour(s) to make up the difference.

2. Compressed Work Schedules

a. an employee on a compressed work schedule who is relieved or prevented from working on a day designated as a holiday is entitled to basic pay for the number of hours that they were scheduled to work on that day, not to exceed 10 hours.

b. when a holiday falls on a day that an employee is regularly scheduled to work, the scheduled workday is the employee's holiday. When a holiday falls on a non-workday, the following applies:

(1) if the holiday falls on a Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's "in lieu of" holiday; or

(2) if the holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's "in lieu of" holiday.

B. Part Time Employees

1. Part-time employees are not entitled to an "in lieu of" day for a holiday that falls on an employee's day off. [5 CFR 610.405(i)]

2. Part-time employees receive their regular pay for holidays falling on their regularly scheduled workdays. When an installation is closed for an "in lieu of" holiday that falls on a part-time employee's regularly scheduled workday and the employee is prevented from working on that day, the Agency will grant the employee administrative leave for the hours scheduled to be worked on that day.

An employee who is in a pay status either immediately preceding or succeeding a holiday is entitled to pay for the holiday.

## ARTICLE 38

### OVERTIME ASSIGNMENTS

#### **SECTION 1 - GENERAL**

A. As a general rule, overtime work means each hour of work in excess of the employee's normal tour of duty in an administrative work week that is officially ordered and approved by management and performed by an employee. It is work that is not part of an employee's regularly scheduled administrative workweek and for which an employee must be compensated.

B. Payment for overtime worked or earning compensatory time in lieu thereof, shall be in accordance with applicable laws and Government-wide regulations.

#### **SECTION 2 - SCHEDULING AND APPROVAL OF OVERTIME**

A. Whenever possible and as determined by the approving official, overtime work shall be scheduled in advance of and approved in writing (email is acceptable) prior to the date on which the overtime is to be worked. Where circumstances preclude the advance scheduling, overtime work may be approved orally and the oral approval reduced to writing prior to the submission of the Time and Attendance Report.

B. To the maximum extent possible, overtime work shall be scheduled and approved in time periods of 15 minutes or multiples thereof.

C. In assignment of overtime, the Agency agrees to provide the employee with advance notice whenever possible. Any employee designated to work overtime on Saturday or Sunday normally will be notified by noon Thursday. When overtime is to be performed on a holiday, normally two (2) workdays advance notice will be given to the employee.

#### **SECTION 3 - OVERTIME ROSTERS**

When necessary, overtime rosters may be established at the level of the immediate supervisor prior to overtime being worked as follows:

1. if a roster is established, all employees performing the same or similar duties on a regular basis are to be included on the same overtime roster, and are to be listed in order of their service computation date (unadjusted, from most to least senior). The overtime rosters will be made available to the employees on the roster;

2. rosters for each job category will be maintained and labeled "voluntary overtime" and another for each job category will be maintained and labeled "mandatory overtime". If needed, another will be maintained and labeled "call- back overtime";

3. employees assigned (either on a permanent or a temporary basis) to a supervisor's work unit after the rosters are established will be placed at the bottom of the roster; and

4. if an employee is detailed or otherwise temporarily reassigned out of a supervisor's work unit, the employee shall not be considered available for overtime assignment under the losing supervisor's overtime roster for the duration of such temporary assignment.

#### **SECTION 4 - DISTRIBUTION**

A. To the maximum extent possible, overtime assignments to employees within an organizational element shall be on a fair and equitable basis. A rotational system will be established whereby every fully qualified employee, including detailed-in personnel within a team, will be given the opportunity to work overtime assignments.

1. Overtime assignments shall not be made as a reward or punishment.

2. The use of official time during a pay period shall not be sufficient cause to exclude an employee from working overtime.

3. Refusal to work voluntary overtime shall not reflect unfavorably on an employee's performance appraisal or the option to work future overtime.

B. When overtime is required and familiarity with the project or particular expertise are required for continuity or efficiency, employees normally assigned to the duties will perform the overtime work.

C. When particular expertise or familiarity with the project are not required for the performance of an overtime assignment, supervisors will solicit volunteers for such overtime assignments by announcing the particulars of the overtime assignment to the employees in the needed job category who are on duty at the time.

1. If more employees volunteer than are needed, the supervisor shall go to the voluntary overtime roster, as provided in Section 3 above, and assign the overtime to the volunteer (or volunteers if more than one employee is needed) beginning with the name immediately below the last person on the roster to have worked a voluntary overtime assignment.

2. If there are insufficient volunteers and employees have to be directed to work overtime assignments, the supervisor shall go to the "mandatory overtime roster", as provided in Section 3 above, and assign the overtime to the employee (or employees) beginning with the employee immediately below the last person on the "mandatory overtime roster" to have worked a mandatory overtime assignment. The supervisor will notify the Union as soon as possible when using a "mandatory overtime roster".

D. Trainees may be considered for overtime assignments provided they are fully qualified to perform the necessary duties. Those employees on detail will be considered for overtime assignments in their detailed section/unit/work area provided they are fully qualified to perform the necessary duties.

### **SECTION 5 - CALL-BACK**

A. "Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which they are required to return to the place of employment to perform the work or on a day when work was not scheduled for them.

B. Employees shall be provided advance notice, whenever possible of the requirement to perform callback overtime work.

C. An employee who is called back to work at a time outside of and unconnected with his or her scheduled hours of work within the basic work week will receive a minimum of 2 hours of overtime pay.

D. Unless a "call-back overtime" assignment requires special skill, familiarity with the work or quick responses, call-back overtime will be rotated among employees pursuant to Section 4 C.

E. When it is first determined that call-back assignments are necessary, the official responsible for call-back will use the call-back roster and make the assignment starting with the first name on the roster that he or she is able to contact. As successive call-back assignments are necessary, the official responsible for call-back will commence calling or making assignments with the name immediately below that person who last worked a call-back assignment and make the assignment to the first employee or employees that he or she is able to contact.

### **SECTION 6 - TIME SPENT ON STANDBY DUTY AND OR IN AN ON-CALL STATUS**

A. On-call status is defined as those occasional situations when an employee is notified that they are subject to call during a specified period of time outside their normal tour of duty. Overtime shall be approved only for the specified period of



the on-call condition which qualifies as “hours of work” as defined by the governing laws and regulations.

B. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

1. the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

2. the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

C. Standby Duty - an employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee’s activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee’s activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications. An employee is not considered restricted for work-related reasons if, for example, the employee remains at the post of duty voluntarily or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the Agency’s premises.

D. Compensation for time spent in On-Call Status and Standby Duty will be determined in accordance with applicable laws and regulations.

## **SECTION 7 - CHANGES TO EMPLOYEE’S WORK SCHEDULES**

An employee’s work schedule may be changed to meet mission/operational needs. An employee’s regularly scheduled workday or workweek shall not be changed solely to avoid payment of overtime or earning of compensatory time.

## **SECTION 8 - COMPENSATORY TIME**

A. FLSA Non-Exempt employees may elect to earn compensatory time in lieu of being paid overtime.

B. The employee may request that accrued compensatory time be charged in lieu of annual leave, sick leave, or leave without pay.

C. Compensatory time earned by employees must be used within 26 pay periods. At the end of twenty-six (26) pay periods, compensatory time not used will be paid to the employee at the overtime rate in effect at the time it was earned.

**SECTION 9 - UNCOMPENSATED WORK**

A. The Agency will not permit performance of work without compensation.

B. Supervisors shall not direct, request, suggest, authorize or take any action which implies approval for employees to perform gratuitous services.

## ARTICLE 39

### TELEWORK

#### **SECTION 1 - PURPOSE**

A. The Agency and the DCMA Council jointly recognize the mutual benefits of a flexible workplace program to the Agency and its employees.

B. The parties also agree that balancing work and family responsibilities, assistance to disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. The DCMA Telework Program will:

1. promote the Agency as an employer of choice;
2. improve the recruitment and retention of high-quality employees through enhancements to employees' quality of life assisting the Agency in achieving its Human Capital Goals;
3. demonstrate support of "family-friendly" initiatives;
4. enhance Agency's efforts to employ and accommodate people with disabilities;
5. accommodate employee needs for convalescing from short term injuries or illnesses;
6. reduce traffic congestion and decrease energy consumption and pollution emissions;
7. reduce office space, parking facilities and transportation costs, including costs associated with payment of the transportation subsidy; and
8. complement Continuity of Operations Program (COOP) plans.

C. Time otherwise spent commuting may be spent with family or in other activities, thus giving employees more options to balance work and personal demands, resulting in improved morale. It also improves the quality of work life by providing a distraction-free and stress-free environment.

D. In recognizing these benefits, successful implementation of this program requires leadership and support from both parties. The parties also acknowledge the needs of the Agency to accomplish its mission.

E. Applicable law, government wide rules and regulations and this Article will govern the DCMA telework program. Any telework program established will be a voluntary program that permits employees to work at home or at other approved sites.

## **SECTION 2 - DEFINITIONS**

Ad hoc telework: approved telework performed on an occasional or irregular basis.

Alternative worksite: a place away from the traditional worksite that has been approved for the performance of officially assigned duties and as appropriately negotiated in accordance with this agreement. It may be an employee's home, a telework center, or other approved worksite including a facility established by state, local, or county governments or private sector organizations for use by teleworkers. It also includes designated space in another organization, Agency work site or contractor facility that is closer to the employee's residence.

Designated Approving Authority (DAA): responsible management official who approves use of personal computers and equipment for telework purposes. Within DCMA, the DAA is the Executive Director, Information Technology (IT) and Chief Information Officer or designee.

Regular and recurring telework: an approved work schedule where eligible employees regularly work at least one day per biweekly pay period at an alternative worksite.

Telework: any arrangement in which an employee performs officially assigned duties at an alternative worksite on either a regular and recurring, or on an ad hoc basis (not including while on official travel).

Telework agreement: a written agreement, completed and signed by an employee and authorized official(s) in their organization, that outlines the terms and conditions of the telework arrangement.

Traditional worksite: the location where an employee would work absent a telework arrangement.

Work-at-home telework: an approved arrangement whereby an employee performs official duties in a specified work or office area(s) of his or her home.

## **SECTION 3 - PROCEDURE**

Employee participation in the telework program is strictly voluntary.

## A. Eligibility Requirements

1. The parties recognize that some tasks and functions are generally suited for telework and include, but are not limited to;

- a. thinking and writing;
- b. policy development;
- c. research;
- d. analysis;
- e. report writing;
- f. telephone-intensive tasks;
- g. computer-oriented tasks; or
- h. data processing

2. Employee characteristics indicating suitability for telework:

- a. dependability and the ability to handle responsibility;
- b. proven record of high personal motivation;
- c. ability to prioritize work effectively and utilize good time management skills;
- d. proven or expected performance rating of Fully Successful;
- e. is not in a probationary status, not to exceed the first year of service in the event the employee serves a probationary period longer than that;
- f. does not have a disciplinary action in their OPF during the prior 12 month period from the date they requested to telework. This provision may be waived by the telework approving official; and
- g. is not under a letter of leave restriction. This provision may be waived by the telework approving official.

3. The parties recognize that some positions are not generally eligible for telework. These positions:

- a. require the employee to have daily face-to-face contact with the supervisor, colleagues, clients or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;
- b. require daily access to classified information; or

c. are trainee or entry-level positions.

## B. Approval

1. Prior to commencement of regular and recurring telework arrangements, the supervisor and the employee must complete and sign a Telework Agreement that outlines the terms and conditions of the arrangements. The purpose of the Telework Agreement is to prescribe the approved alternative worksite, telework scheduling and to address personnel and security issues. If the agreement is for work from home, the employee must designate one area of the home as the official workstation and must sign a safety checklist that proclaims the home safe. If the agreement is for a telecenter or other commercial location, the supervisor and the employee must complete the appropriate Telecommuting Facility Reimbursement Information Sheet, or other form required by the telecenter.

2. Prior to initiating ad hoc teleworking, the employee must complete and sign the safety checklist. The employee must obtain approval from his or her supervisor prior to each ad hoc telework.

## C. Disapproval

1. If the supervisor disapproves the request, he or she will provide written notification to the employee specifying the reason(s) for disapproval within a reasonable period of time. Supervisory disapprovals are justifiable when the employee's job performance is below Fully Successful, the specific duties can only be performed at the official duty station or the full eligibility criteria of the telework program have not been met.

2. An employee's Union representative status or participation in Union activity will not be utilized in denying employees participation in telework or in terminating their participation from such. However, for purposes of telework, Union representational duties are not considered official agency duties and cannot be performed while the employee is in a telework status. See 68 FLRA No. 68 (October 8, 2004).

## D. Changes

1. Permanent changes to regular and recurring telework require a revised application and supervisor approval.

2. Employees who telework must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled telework days in a particular week or biweekly pay period should be

accommodated by the supervisor wherever practicable consistent with mission requirements.

#### E. Emergency Closing/Late Openings/Early Dismissals

1. Emergency dismissal or closure procedures for employees (including employees teleworking from an alternative worksite) in Federal executive agencies are prescribed by OPM on an annual basis. These procedures apply not just in adverse weather conditions (snow emergencies, severe icing conditions, floods, earthquakes and hurricanes), but in all kinds of emergency situations including air pollution, disruption of power and/or water and interruption of public transportation. These dismissal and closure procedures will be applied Agency-wide.

2. If a situation arises at the employee's alternative worksite that results in the employee being unable to continue working e.g. power failure, the supervisor should determine action on a case-by-case basis. Depending on the particular circumstances, supervisors may grant the teleworker excused absence, offer the teleworker the option to take leave or use compensatory time off or credit hours, if applicable, or require the employee to report for work at the traditional worksite.

3. If the employee knows in advance of a situation that would preclude working at the alternative worksite, a change in work schedule, leave or work at the employee's traditional worksite must be scheduled.

#### F. Hours of Duty

The existing rules on hours of duty apply to teleworking employees. An employee in a telework status must adhere to his or her approved work schedule.

#### G. Employee Responsibilities

1. Employees on telework continue to be bound by the Executive Branch and DoD standards of ethical conduct while working at the alternative workplace or using government-furnished equipment.

2. Employees on a telework arrangement will protect government/Agency/contractor records from unauthorized disclosure or damage and will comply with the Privacy Act of 1974, 5 U.S.C. 552a.

3. Classified documents (hard copy or electronic) may not be taken by teleworkers to alternative worksites. Contractor proprietary data will not be taken by teleworkers to alternative worksites without approval.

4. DCMA teleworkers are responsible for all official information, protection of any government-furnished equipment and property, and carrying out the mission of DCMA at the alternative worksite. Government data and information shall only be stored on media that the Agency provides for transporting the data and information between the alternative and traditional worksites. Government data or information shall not be copied or duplicated to any computer or portable storage device or media except those provided by the Agency.

5. Use of personal computers and equipment for work on unclassified data must be consistent with Agency regulations. Employee-owned personal computers will be allowed to access DCMA systems and networks remotely in accordance with DCMA Instruction, Security – Configuration for Workstations Connected to Non-DCMA Networks.

6. Prior to each instance of telework, the employee will provide an out-of-office message on voicemail. A written message should also be posted in a conspicuous location for walk-up customers at the employee's permanent duty-station. These messages should convey that the employee is out of the office but is teleworking at another site and is available to be contacted for official business.

#### H. Equipment and Facilities

1. In an effort to promote telework within the Agency, up to 200 computers (CPU, monitor, keyboard, mouse and associated cables) that are replaced on a periodic basis will be made available by the DAA on a first-come/first-served basis for employee use for regular and recurring telework at the alternate work site prior to being exceeded. Should this equipment fail, the employee may continue to telework using their personal computer or secure another computer if available. However, the Agency has no obligation to provide maintenance. All equipment will be returned upon either termination of the Telework Agreement or failure of the equipment.

2. The Agency will not be responsible for any operating costs e.g. ISP, phone line, home maintenance, insurance and utilities that are associated with use of the employee's home as an alternative workplace except employee entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and regulations. The Agency agrees to reimburse an employee for any toll calls made for official business from an alternate work site or provide employees with telephone calling or credit cards. The Agency assumes no responsibility for any operating costs associated with an employee using their personal equipment.

#### I. Liability



1. The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent provided by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

2. The employee must protect all government-furnished equipment and software from possible theft and environmental damage. In cases of damage to unsecured equipment by non-employees, the employee will be held liable for repair or replacement of the equipment or software in compliance with applicable regulations on negligence.

#### J. Equipment

The Agency will maintain a list of supplies and equipment available at each official duty station for teleworkers. Supplies will be provided at no cost to the employee.

#### K. IT Support

Employees will have access to the Helpdesk for assistance at all telework sites.

#### L. Health and Safety

1. DCMA employees continue to be covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official Government business regardless of the location. For work-at-home arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official Government business. The Government's potential exposure to liability is restricted to this official work or office area for the purposes of telework.

2. Work-at-home teleworkers must complete and sign a safety checklist that proclaims the home safe for an official home worksite to ensure that all requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by Agency representatives as required, during normal working hours for a safety-related issue. The employee may request a Union representative accompany the Agency representative to the employee's work site.

#### M. Performance Management

1. Teleworkers' performance should be monitored in the same manner as all employees at the traditional worksite. The performance standards should be based on a results-oriented approach and should describe the quantity and quality of expected work products and the method of evaluation.

2. Teleworkers are required to complete all assigned work consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

#### N. Termination

Telework agreements can be terminated by either the employee or the supervisor by giving advance written notice.

#### O. Reports

The Agency will provide the DCMA Council an annual consolidated report on participation rates in the DCMA Telework Program.

## ARTICLE 40

### REASSIGNMENTS AND DETAILS

#### **SECTION 1 - GENERAL**

A. A reassignment is defined as any change of an employee from one position to another without demotion or promotion within the Agency.

B. A detail is the temporary assignment of an employee without change of civil service status or pay to a different position other than his/her official position, for a specified period of time, with the employee returning to his/her regular duties at the end of the detail.

C. Normally, an employee will be notified in writing at least 15 days prior to an Agency-directed reassignment or 15 days prior to a detail that is expected to last more than 30 days. The DCMA Council Local will receive the same notification afforded the affected employee. The Agency will explain the rationale for this action upon request from the DCMA Council Local.

#### **SECTION 2 - REASSIGNMENTS**

A. The Agency reserves the right to make reassignments based upon mission requirements.

B. When the Agency finds it necessary to reassign employees due to staffing imbalances and the Agency determines there are more equally qualified individuals than the number of positions to be filled, volunteers will be solicited. Selections among those equally qualified volunteers will be based on the highest SCD. Should it become necessary to involuntarily reassign employees, the Agency will consider employee qualifications and capabilities, requirements of the position (knowledge, skills, and abilities), location of position, employee requests and commuting distance. Equally qualified candidates for reassignment will be reassigned in inverse order of seniority based on SCD. The Agency will ensure that the needs of employees with disabilities are considered in reassignment actions.

C. Employees desiring reassignment within their current organization may apply directly to the supervisor of the vacant position for consideration. If the employee is selected for the reassignment, the employee normally will be released within 30 days from the selection notification date. For employees who wish to be considered for reassignment to vacant positions in another organization, the employee may forward a resume to the organization's Deputy Commander/Director.

D. Normally, the Agency will notify the impacted employees in advance of any permanent changes in assignment of their supervisor or team leader.

### **SECTION 3 - DETAILS**

A. Details are a way of satisfying mission requirements, future skill needs, improving job performance, broadening experience and demonstrating ability to perform at a higher level. Employees with disabilities may be considered for details.

B. The Agency shall consider temporarily assigning an employee who is temporarily disabled from performing the full range of duties of their position to duties which the employee is qualified and capable of performing.

C. The Agency has the right to direct employees to perform detail assignments as well as the obligation to make judicious use of this authority. Consideration will be given to the current performance of the employee, location of the position, the interest and availability of eligible employees, and their SCDs. The Agency shall inform the employee of the reason for the detail, including a written description of the duties, work direction, supervision and expected duration. Details will not be used as a substitute for a permanent personnel action such as promotion, reassignment, or appointment. A detail will be limited to the shortest practical time limits and will be terminated as soon as the need for the detail no longer exists.

D. If allegations or accusations are made against employees (including employees duty-stationed at contractor facilities) and management determines it is in the best interests of the Government or for the protection of the employee to do so, the employee may be detailed or reassigned. Upon completion of the investigation, the Agency will initiate the appropriate personnel action. If the Agency determines an employee must be detailed or reassigned, the Agency will consider mission requirements and employee qualifications. When appropriate, the Agency will also seek and consider the employee's personal preferences regarding their new position and duty location.

E. Details of 30 calendar days or less do not require formal documentation and may be informally arranged between supervisors. Details of more than 30 days must be processed in increments of no more than 120 days, and will be documented using a formal personnel action. Upon the detailed employee's request, a detail of less than 30 days may be documented.

F. When an employee is to be detailed to a higher graded position for more than 30 days, he/she shall be temporarily promoted. Temporary promotions will not be used for the sole purpose of qualifying or enhancing an employee's qualifications to permanently fill the position to which they are detailed.

G. Details to higher-graded positions for less than 30-days will be rotated among equally qualified employees.

H. When possible, the Agency will consider making details on a rotational basis among employees given the nature and location of the duties to be performed and the duration of the anticipated assignment. Examples where details may be appropriate include, but are not limited to, the following:

1. to meet abnormal workload situations, mission changes, when a major reorganization or reduction-in-force is expected or due to unanticipated absences such as sick leave or emergency annual leave; and

2. pending official assignments, classification of new positions and for training purposes.

## ARTICLE 41

### CONTRACTING OUT AND OUTSOURCING

#### **SECTION 1 - GENERAL**

For the purposes of this Article, the term contracting out refers to decisions made by the Agency subject to the A-76 process. The term outsource as defined here applies when the Agency decides to use contractor support to supplement its current workforce in addressing fluctuations in mission workload. It is understood that the Agency retains the right to contract out work in accordance with 5 U.S.C. § 7106(a)(2)(b). The decision to contract out is not subject to the negotiated grievance procedure.

#### **SECTION 2 - NOTIFICATION OF CONTRACTING OUT**

A. The Agency will notify the DCMA Council at the time a study is initiated to contract out work which is presently being performed by members of the bargaining unit.

B. The Agency will provide to the DCMA Council such information concerning the contracting out study as requested by the DCMA Council as long as the information is not restricted by Government wide law, rule, regulation or other directives and instructions.

C. Should the Agency establish a Most Efficient Organization (MEO) or Performance Work Statement (PWS) team to implement the A-76 study, the DCMA Council may appoint a representative who will be a full participant throughout the entire A-76 process and will be governed by all laws and regulations. The Union's team member must sign a non-disclosure statement.

D. Should the Agency establish a Most Efficient Organization (MEO) or Performance Work Statement (PWS) team to implement the A-76 study, the DCMA Council may nominate an observer to offer their insight into the process. If the meetings involve management deliberations, the Union observer may be required to step out of the room to preserve the deliberative process. The parties agree to safeguard information, including proprietary information, consistent with applicable regulations.

#### **SECTION 3 - NEGOTIATIONS CONCERNING ADVERSE IMPACT OF CONTRACTING OUT**

A. Upon award of a contract or implementation of a MEO that will adversely affect members of the bargaining unit, the Agency will notify the DCMA Council.

The DCMA Council may, within 15 calendar days, request negotiation with the Agency in accordance with 5 U.S.C. § 7106(b) (2) and (3) of the Civil Service Reform Act. Should Reduction in Force (RIF) procedures be required, the Agency will follow the provisions negotiated in Article 46 to attempt to minimize the adverse effects on bargaining unit employees (BUEs).

B. The Agency and DCMA Council recognize the “right to first refusal” required by Federal Acquisition Regulation (FAR) 7.305(c).

#### **SECTION 4 - NOTIFICATION OF OUTSOURCING**

The Agency will notify the DCMA Council in writing when it has decided to outsource any job function within the Agency. The Agency recognizes its duty to satisfy its bargaining obligations should conditions of employment for BUEs be affected by its decision to outsource. Upon request, the Agency will discuss the outsourcing decision with the DCMA Council and provide information, if available and release of the information is not restricted by Government wide law, rule or regulation.

**ARTICLE 42**

**PRODUCTIVITY**

It is to the mutual advantage of the Agency and DCMA Council to work together to improve and increase the productivity of DCMA and the skills and capabilities of its employees.



**ARTICLE 43**  
**RESEARCH PROGRAMS**  
**AND**  
**DEMONSTRATION PROJECTS**

**SECTION 1 - SCOPE**

For the purpose of this Agreement, research program means a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change and comparisons among policies and systems. Demonstration project means a project conducted by the OPM, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

**SECTION 2 - OPM SPONSORED PROJECTS**

In the event that the Agency is requested to participate in an OPM sponsored research or demonstration project under Chapter 47 of Title 5, United States Code, the Agency will:

1. Not approve any project involving BUEs:
  - a. if the project will violate this Agreement unless the DCMA Council has agreed to permit its inclusion, pursuant to 5 U.S.C. § 4703(f)(1); or
  - b. until there has been consultation or negotiation, as appropriate, with the DCMA Council, if the project is not covered by this Agreement, pursuant to 5 U.S.C. § 4703(f)(2).
2. Abide by 5 U.S.C. § 4703(e) if OPM or the Agency determines the project creates a substantial hardship on or is not in the best interests of the public, the Federal Government or employees.

## **ARTICLE 44**

### **FURLOUGH OF 30 DAYS OR LESS**

#### **SECTION 1- GENERAL**

This Article establishes procedures and describes actions the Agency will take in the event of a furlough of 30 days or less (hereinafter furlough) in accordance with applicable law, Government-wide rule or regulation. This Article is intended to protect the interests of employees while allowing the Agency to exercise its rights and duties in carrying out the mission of the Agency. The Agency is responsible for assuring that applicable regulations and this Article are uniformly and consistently applied to any furlough. Furloughs of more than 30 days are handled under Article 46, Reduction in Force.

#### **SECTION 2 - DEFINITION**

A furlough is the placing of an employee in a temporary nonduty, nonpay status because of lack of work or funds, or other non disciplinary reasons.

#### **SECTION 3 - NOTIFICATION**

Whenever the Agency has determined a furlough is necessary, it shall notify the DCMA Council in order to negotiate appropriate arrangements. Whenever practicable, notice will be given in advance. The Agency agrees to furnish the DCMA Council all information pertinent to the cause of any furlough in accordance with laws governing public information and existing rules and regulations.

## ARTICLE 45

### TRANSFER OF FUNCTION

#### **SECTION 1 - DEFINITION**

A transfer of function is defined as 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(s) affected, or the movement of the competitive area in which the function is performed to another commuting area.

#### **SECTION 2 - PROCEDURES**

A. In transfers of function within DCMA, the Agency will provide notification to the DCMA Council not less than 60 calendar days prior to the effective date of any approved transfer of function. The DCMA Council may waive this notification period.

B. Where employees are being relocated to a different commuting area, the Agency will:

1. provide the appropriate DCMA Council Local with the maximum notice possible but not less than 60 calendar days notice prior to the effective date of any approved transfer of function in order to negotiate the impact and procedures for the implementation of the transfer of function;

2. assist, counsel and train the affected employees in seeking placement opportunities with other Federal agencies elsewhere in the commuting area;

3. counsel the employees on individual rights relating to retirement and severance pay and placement potential;

4. give any employees affected by a transfer of function outside the commuting area causing a physical move, not less than 60 calendar days notice in writing of the transfer of function which provides for at least 30 calendar days for the employee to respond as to whether they are willing to accompany the function. Transfers of function within competitive areas or commuting areas will require a minimum notice of 14 calendar days in writing;

5. attendant to the circumstances of a particular transfer of function, make every effort in dealing with the activity gaining the function to have that gaining activity provide affected employees with 30 calendar days to respond to a specific job offer; and

6. make every effort to place affected employees in vacant positions for which they qualify in the same commuting area and/or in the same competitive area.

C. When the Agency becomes aware that a transfer of function may result in employees being separated, it will attempt to minimize the adverse effect on BUEs through appropriate means such as reassignment, attrition, use of vacant positions for placement, filling positions at the full performance level, waiver or modification of qualification requirements and positive placement efforts. The Agency will contact and aid the appropriate state employment service concerning all affected employees for job placement re-training services.

### **SECTION 3 - DOCUMENTATION**

Following notification of a transfer of function, the Agency shall furnish the DCMA Council, upon request, any relevant and available documentation or information concerning the transfer of function, subject to any Privacy Act limitations.

### **SECTION 4 - PERMANENT CHANGE OF STATION (PCS) IN CONNECTION WITH A TRANSFER OF FUNCTION**

The Agency shall authorize all appropriate entitlements incident to a PCS in accordance with applicable travel regulations.

## **ARTICLE 46**

### **REDUCTION IN FORCE**

#### **SECTION 1 - GENERAL**

This Article establishes and describes the procedures the Agency will take in the event of a RIF in accordance with applicable law, Government-wide rule or regulation. This Article is intended to protect the interests of employees while allowing the Agency to exercise its rights and duties in carrying out the mission of the Agency. The Agency is responsible for assuring that applicable regulations and this Article are uniformly and consistently applied to any one RIF.

#### **SECTION 2 - DEFINITION**

A RIF occurs when the Agency releases an employee from his/her competitive level by separation, demotion, furlough for more than thirty (30) calendar days, or reassignment requiring displacement because of lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the Agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within 180 days or when the need to make a place for a person exercising reemployment rights requires the Agency to release the employee.

#### **SECTION 3 - NOTIFICATION**

Whenever the Agency has determined to initiate a RIF or takes any action which results in a RIF, it shall notify the DCMA Council in order to negotiate appropriate arrangements arising from unforeseen circumstances surrounding the specific RIF. Such notice shall be given at least 90 days in advance of the RIF unless the Agency has not officially determined that far in advance to conduct a RIF. Affected employees will be notified not less than 60 calendar days prior to the effective date. To the extent practicable, RIF notices will be delivered in person. The Union will be provided at least two (2) working days advance notification of distribution. The notification shall include the approximate effective date of the RIF, the approximate number of positions that will be abolished and the reason for the RIF. The Agency agrees to furnish the DCMA Council all information pertinent to the cause of any RIF or reduction in grade or pay or reorganization in accordance with laws governing public information and existing rules and regulations. In the event of a RIF, the following process will be followed by the Agency:

1. Upon receipt of the listings of excess positions and existing vacancies, if any, from the affected organizations in the competitive area, the Agency will

determine the rights and entitlements of each employee using the information available in the retention register and OPF. The Agency will then prepare a Mock RIF Listing that identifies each specific employee affected and the type of action, i.e., reassignment, change to lower grade, or separation. A copy of this listing will be provided to the DCMA Council.

2. After development of the listing, the Agency representatives will meet with the Union representatives. At that time, the Mock RIF Listing will be distributed. Each action will be explained and the representatives will have the opportunity to ask questions or raise concerns regarding employee entitlements. Retention registers and Qualification Summary Sheets will be provided for review to the Union. To the greatest extent possible, any issues will be resolved prior to the issuance of RIF notices.

3. During the conduct of the RIF, updated RIF listings will be provided to the Union.

#### **SECTION 4 - COMPETITIVE AREAS**

Competitive areas will be established in accordance with applicable law and regulations.

#### **SECTION 5 - COMPETITIVE LEVELS**

Competitive levels will be established in accordance with applicable law and regulations.

#### **SECTION 6 - CREDIT FOR PERFORMANCE**

Credit for performance will be established in accordance with 5 CFR Part 351 and any other applicable law and regulations.

#### **SECTION 7 - RIF NOTIFICATION**

The Agency shall provide notice to employees in accordance with applicable regulations. The notice will include the following information as required by 5 CFR 351.802:

1. the action to be taken, the reasons for the action and its effective date;
2. the employee's competitive area, competitive level, subgroup, service date and three most recent ratings of record received during the last 4 years;
3. the place where the employee may inspect the regulations and records pertinent to this action;

4. the reasons for retaining a lower-standing employee in the same competitive level, under Sec. 351.607 or Sec. 351.608;

5. information on reemployment rights, except as permitted by Sec 351.803(a); and

6. the employee's right, as applicable, to appeal to the Merit Systems Protection Board under the provisions of the Board's regulations or to grieve under a negotiated grievance procedure. The Agency shall also comply with Sec. 1201.21 of 5 CFR.

### **SECTION 8 - OFFER OF POSITION**

A. The Agency shall make a best offer of employment to each employee adversely affected by the RIF consistent with 5 CFR 351. An offer, if made, shall be to a position with either no reduction in grade or pay, or with the least reduction possible in consideration of positions available, employee qualifications and the retention standing of other competing employees.

B. Employees reassigned or demoted by RIF may, within the specified time period for reply, request in writing assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within 15 workdays.

C. The Agency will consider placing employees in existing vacant positions within the employee's competitive area provided the employee is qualified for the position and would otherwise be removed or reduced in grade as a result of the RIF.

D. The Agency agrees to consider the following actions to further minimize the effects of a RIF to the maximum extent possible e.g., retraining, restricting outside hiring and any other appropriate means to avoid separation/downgrade of career or career conditional employees. The Agency agrees to consider:

1. adjusting the workforce through reassignment or transfer of unit employees to vacancies for which they are qualified;

2. filling trainee and development positions under recruitment at the target level through RIF regulations;

3. offering and funding early out incentives as permitted by law; and

4. voluntary RIF.

## **SECTION 9 - EMPLOYEE RIGHTS**

- A. The Agency will make reasonable effort to find employment in other Federal agencies within the commuting area for those employees separated in a RIF. Employees for whom no positions are found may be counseled by a representative of the Agency on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.
- B. As a minimum, the Agency will provide all RIF-affected employees with assistance in obtaining other employment in accordance with the Career Transition Assistance Program for Displaced Employees.
- C. The Agency will provide all RIF-affected employees with information and assistance on their unemployment rights.
- D. The Agency will authorize administrative leave for the purpose of seeking other employment.
- E. The Agency and the DCMA Council share a mutual interest in assisting employees who are adversely affected by RIF.
- F. The parties agree that placement efforts are a priority and are most effective when employees are actively involved in those efforts.
- G. To the extent practicable, the Agency will provide job education and re-training programs such as resume counseling, lectures, professional conferences and workshops, etc. during duty hours. The Agency will authorize a reasonable amount of duty time for resume preparation, job interviews, etc. for employees who are adversely affected by RIF.
- H. When the Agency becomes aware of the necessity to conduct a RIF, it will attempt to minimize the adverse effect on BUEs through appropriate means such as reassignment, attrition, use of vacant positions for placement, filling positions at the full performance level, waiver or modification of qualification requirements, and positive placement efforts.
- I. The Agency will contact and provide administrative assistance to the appropriate state employment service concerning all affected employees for job placement and re-training services.
- J. The Agency shall arrange for training for affected employees. This training shall include, but not be limited to the following:
1. rights to other positions;



2. bumping;
3. retreating;
4. grade intervals;
5. use of vacate positions;
6. RIF related benefits;
7. grade retention;
8. pay retention;
9. repromotion priority;
10. severance pay;
11. unemployment compensation;
12. unused leave;
13. life insurance;
14. health insurance;
15. discontinued service retirement;
16. early retirement;
17. deferred annuity: and
18. Priority Placement Program

#### **SECTION 10 - RESPONSE TO OFFER**

Employees shall respond to an offer of employment in another position in writing within 21 calendar days after receipt of a written offer. Failure to respond within the 21 calendar days shall be considered a rejection of the offer.

#### **SECTION 11 - RETENTION REGISTERS AND RIF REGULATIONS**

Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, the employee shall have the right to be accompanied by a Union representative and both persons shall be in a duty status for this purpose. In addition to the retention register provided at time of RIF, the DCMA Council shall be provided a retention register at least once a year.

#### **SECTION 12 - GRADE AND PAY RETENTION**

Grade and pay retention for eligible employees will be that prescribed by applicable law and regulation.

### **SECTION 13 - SEVERANCE PAY**

Separated employees will be paid severance pay in accordance with applicable law and regulation.

### **SECTION 14 - WAIVER OF QUALIFICATIONS**

A. In accordance with applicable regulations, when the Agency is unable to offer an assignment, the Agency may waive qualifications of employees who will be separated due to RIF for vacant positions which do not contain selective placement factors, provided the Agency determines the employee is able to perform the work of the position without “undue interruption” to the mission of the Agency, the employee meets any OPM-established minimum education requirements and the Agency determines that the employee has the capacity, adaptability and special skills needed to satisfactorily perform the duties and responsibilities of the position. Undue interruption means a degree of interruption that would prevent the completion of required work by the employee 90 days after the employee has been placed in the position.

B. The DCMA Council will be informed when a bargaining unit position is filled by a waiver of qualifications.

C. Vacant positions which contain selective placement factors will be reviewed jointly by the Agency and the DCMA Council to determine if these factors are required or can be waived.

### **SECTION 15 - RETIREMENT**

Prior to and during the RIF, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision. The Agency will freely advise the employee of any prospective retirement rights.

### **SECTION 16 - DISPLACEMENT**

A. The Agency will not fill a vacant bargaining unit position within the area in which the RIF is taking place until it has considered all reasonable alternatives to reduce the adverse effects on BUEs who are to be displaced as a result of the RIF. In considering these alternatives, the Agency will review the possibility and feasibility of redesigning a vacant position.

B. The DCMA Council shall be advised of any action to fill any bargaining unit position prior to the action being taken.

**ARTICLE 47**  
**REORGANIZATION**

**SECTION 1 - GENERAL**

Reorganization is defined as the planned elimination, addition, consolidation, redistribution or realignment of significant functions or duties in an organization.

**SECTION 2 - NOTICE**

A. The DCMA Council shall be notified as soon as feasible of planned significant changes in the organization.

B. The Agency shall provide the appropriate Union representative with notice of reorganization not less than 30 days prior to the effective date of the action. The notice will include the rationale for the reorganization, a description of the proposed changes and affected positions.

**SECTION 3 - PROCEDURES**

If reorganization requires the application of adverse action, RIF or transfer of function procedures, they will be executed in accordance with applicable law, regulations and the appropriate provisions of this Agreement. If requested, either party may enter into negotiations with the other party.

**SECTION 4 - SUCCESSOR POSITIONS**

When a position in an organization is abolished as a result of a reorganization and an identical position is to be established at the same grade within 30 days in a new organization within the Agency, the incumbent of the old position will be accorded priority consideration for assignment to the newly established position, unless this would conflict with the assignment rights of another employee. The foregoing is subject to Agency's discretion to decide to fill the newly established position and also subject to the incumbent of the old position being qualified for the newly established position.


**EXECUTION OF THE AGREEMENT**

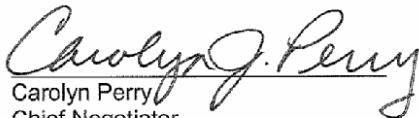
The Defense Contract Management Agency and the American Federation of Government Employees Council 170 hereby execute this Agreement on January 11, 2006.

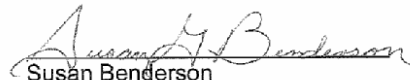
For the Agency :

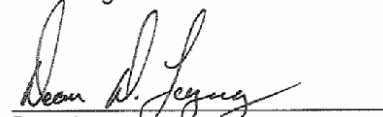
For the Union:


  
Darryl A. Scott, Maj Gen, USAF  
Director  
Defense Contract Management Agency

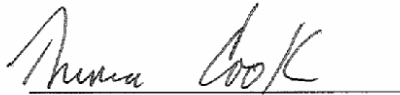
  
Tom Maahs  
President and Chief Negotiator  
American Federation of  
Government Employees Council 170


  
Carolyn Perry  
Chief Negotiator

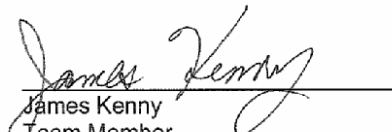
  
Susan Benderson  
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Dean Legacy  
Chief Negotiator


  
Arthur Blunt  
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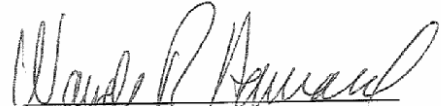
  
Theresa Cook  
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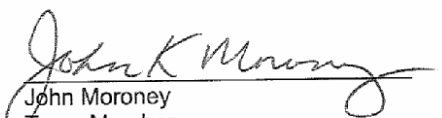
  
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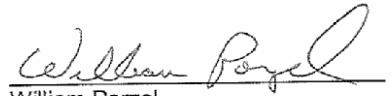
  
James Kenny  
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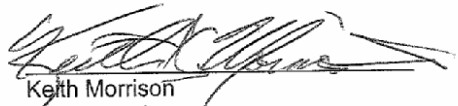
  
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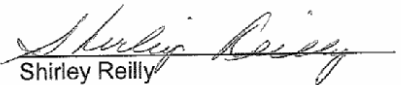
  
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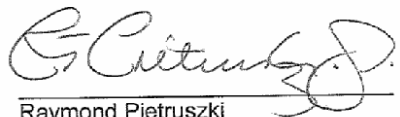
  
Wayde Howard  
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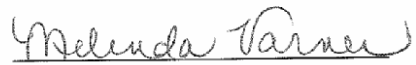
  
John Moroney  
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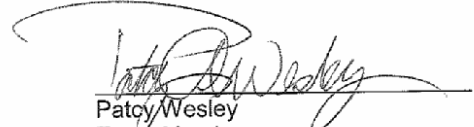
  
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Melinda Varner  
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