Master Collective Bargaining Agreement

Executed: October 19, 2023

Effective: October 31, 2023

THIS COLLECTIVE BARGAINING AGREEMENT

IS DEDICATED IN MEMORY OF

LAURIE GLICKER
SECRETARY, AFGE COUNCIL 171
2017-2023

PURPOSE

This Agreement between the Defense Finance and Accounting Service (DFAS) and the American Federation of Government Employees (AFGE), herein referred to as the "Agency" and the "Union," respectively, was achieved through cooperative, interest-based negotiations. Traditional styles of position-based bargaining and posturing were discarded in order to explore common interests and concerns. The Parties began by acknowledging their mutual interest in and commitment to the accomplishment of the mission of DFAS.

We recognize the dedicated, professional, and concerned employees of the Agency are the means for providing effective and ever improving service. We seek, through this Agreement and the process of its achievement, to foster a continuing attitude of partnership and cooperation in our workplace. We strive to improve the working conditions of our employees, enhance the harmony between family and work life, and create a productive and progressive labor relations process.

We share a desire that the Agency serve as a model employer for America. We intend that the process of trust and mutual respect by which this Agreement was forged will set an example at every work site. We will promote a simple and just means for resolving disputes and misunderstandings, provide an effective mechanism for articulating employee concerns through their Union, and foster open and effective communication throughout the Agency. Through this Agreement, we intend to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. With respect for one another, we will work together to fulfill the promise and accomplish the mission of the Defense Finance and Accounting Service.

ARTICLE 1 – UNIT OF RECOGNITION

SECTION 1 – EXCLUSIVE REPRESENTATIVE

A. This Master Collective Bargaining Agreement (MCBA) is made and entered into between the Defense Finance and Accounting Service (DFAS), hereinafter referred to as the Agency, and the American Federation of Government Employees, AFL-CIO (AFGE), through its agent, Council 171 and affiliated locals: 201, 294, 1148, 1411, and 3283, hereinafter referred to as the Union or Council, together known as the Parties.

B. The Union is recognized as the sole and exclusive representative of all employees in the consolidated bargaining unit certified in Federal Labor Relations Authority (FLRA) Case No. WA-RP-01-0021, as amended, and is entitled to act for and negotiate agreements covering all employees in the unit (see Section 2, below). The Union recognizes its responsibility to represent the interests of all such employees without discrimination and without regard to Union membership.

C. The Parties further agree that, should the Union request to include subsequently organized groups of employees in the consolidated bargaining unit described herein, and the FLRA determines the combined unit would be an appropriate unit under the law, the Agency will not oppose certification of the combined unit. Upon certification of the unit, these subsequently organized groups of employees included in the consolidated unit will be automatically covered by this MCBA. Nothing in this section will be construed as a waiver of the Agency's right to oppose the appropriateness of the proposed combined unit in any FLRA proceedings.

SECTION 2 – UNIT DESCRIPTION:

INCLUDED: All professional and nonprofessional employees of the Defense Finance and Accounting Service (DFAS), in Alexandria, Virginia.

EXCLUDED: All management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

INCLUDED: All professional and nonprofessional general schedule and wage grade employees of DFAS Cleveland, in Cleveland, Ohio.

EXCLUDED: All security personnel; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

INCLUDED: All professional and nonprofessional employees of the Department of Defense, Defense Finance and Accounting Service (DFAS) Columbus, Columbus, Ohio.

EXCLUDED: Management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

INCLUDED: All general schedule and wage grade employees of DFAS Indianapolis, including DFAS Headquarters, in Indianapolis, Indiana.

EXCLUDED: All management officials; supervisors; temporary employees with appointments of one year or less; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

INCLUDED: All professional and nonprofessional, permanent, full-time, part-time, and term employees of DFAS Limestone, in Limestone, Maine.

EXCLUDED: Management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

INCLUDED: All professional and nonprofessional employees, including temporary employees hired for appointments in excess of 120 days, employed by DFAS Rome, in Rome, New York.

EXCLUDED: All management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

SECTION 3 – CHANGES TO THE UNIT

Either Party will notify the other of any proposed changes in the inclusion or exclusion of any position(s) from the consolidated unit. The Parties will meet upon request to discuss any proposed changes prior to the filing of a petition with the FLRA.

ARTICLE 2 - GOVERNING LAWS AND AUTHORITIES

SECTION 1 - GENERAL

We acknowledge that we are governed by all applicable Federal laws, including those in effect on the effective date of this Agreement and those which are subsequently enacted. We also acknowledge that we are governed by all applicable Government-wide, Department of Defense, and Agency authorities in effect at the time this Agreement is executed. The Agency agrees to enforce all provisions of law, but the Agency will not enforce any Government-wide, Department of Defense or Agency authority promulgated after the effective date of this Agreement which is in conflict with the provisions of this Agreement unless such authority is properly subject to bargaining in accordance with Title 5, United States Code, Chapter 71.

SECTION 2 - AGENCY REGULATION

A. It is agreed that those items in any new Agency authority that require mandatory action will be implemented as soon as practicable following impact and implementation bargaining, as required in accordance with Title 5, United States Code, Chapter 71.

B. The Agency agrees to fulfill all bargaining obligations as required by law. The Union agrees to timely consent and/or initiate impact and implementation bargaining when notified of an Agency change or initiative. The Agency and the Union will sign and document completion of binding impact and implementation bargaining.

C. Absent timely consent or initiating of impact and implementation bargaining the Agency will be considered to have met its bargaining obligation.

ARTICLE 3 - EMPLOYEE RIGHTS

SECTION 1 – GENERAL

In accordance with Title 5, United States Code, Section 7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

> The right to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title 5, United States Code, Chapter 71.

SECTION 2 - EMPLOYEE NOTIFICATION OF REPRESENTATIONAL RIGHTS IN INVESTIGATORY EXAMINATIONS

A. Employees have the right to representation in investigatory examinations as provided in Title 5, United States Code, Section 7114(a)(2)(B), which states:

"(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

"(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

"(ii) the employee requests representation."

B. To the extent possible the Agency will assure privacy during an investigatory interview and confidentiality of investigative records.

C. The Agency shall semi-annually inform all bargaining unit employees of their rights, as set forth in Title 5, United States Code, Section 7114(a)(2)(B), referenced above.

SECTION 3 - EMPLOYEE RIGHT TO REPRESENTATION

Once an employee requests representation under Title 5, United States Code, Section 7114(a)(2)(B), no further questioning will take place until a representative arrives. The Union-designated representative will be given a reasonable amount of time to arrive at the examination and confer with the employee. If no representative is readily available due to mission requirements, work schedules or other representational business, the examination will be postponed for no more than one business day.

SECTION 4 - EMPLOYEE CONCERNS

A. 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 representatives at the lowest level capable of resolving the matter.

B. Any employee identified as a Union witness may request a Union representative when being interviewed by the Agency representatives.

C. Reference Article 4, Management Rights, and Article 5, Union Rights, for additional information.

ARTICLE 4 - MANAGEMENT RIGHTS

The Agency has the rights provided by law under Title 5, United States Code, Section 7106, which states:

"(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency - -

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

(2) in accordance with applicable laws - -

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

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

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

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

(ii) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating --

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

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

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

ARTICLE 5 - UNION RIGHTS AND DUTIES

The following are some, but not all, of the Union's rights and duties as provided for in Title 5, United States Code, Chapter 71.

SECTION 1 - REPRESENTATION RIGHTS

Section 7114(a)(1) of Title 5, United States Code, states:

"(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership."

SECTION 2 - FORMAL MEETINGS AND INVESTIGATORY EXAMINATIONS

A. Section 7114(a)(2) of Title 5, United States Code, states:

"(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at—

(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation."

B. The Union shall be given advance notice and the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor such as a personal problem, counseling, or work methods and assignments.

C. In situations involving formal discussions with a large group of employees (such as a meeting with a Branch, Division or Office), the Union shall receive at least a two (2) work day notice of the meeting when feasible.

D. Prior to the start of a formal discussion, the Union and management representatives will discuss protocol for introductions as necessary. The Union representative will have full participatory rights afforded other employees.

SECTION 3 - PRODUCTION OF DOCUMENTS AND DATA

Section 7114 of Title 5, United States Code, states:

"(b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation-- ...

(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data-

(A) which is normally maintained by the agency in the regular course of business;

(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining."

ARTICLE 6 - OFFICIAL TIME AND TRAVEL OF UNION OFFICERS AND STEWARDS FOR REPRESENTATIONAL DUTIES

SECTION 1 – GENERAL

A. We agree that Union officials and stewards should be authorized reasonable time to represent employees and work with supervisors and managers to resolve issues and concerns.

B. Such time will be adequate to represent bargaining unit employees and administer this Agreement with the Agency in a cooperative manner.

C. Official time in the Agency shall be administered in accordance with Title 5, United States Code, Chapter 71, Federal Service Labor-Management Relations Statute.

SECTION 2 - REPRESENTATIONAL FUNCTIONS

A. Official time is used to perform representational functions on behalf of bargaining unit employees. Such functions include but are not limited to the following:

1. To negotiate over the impact and/or implementation of changes in conditions of employment of bargaining unit employees.

2. To meet individually with bargaining unit employees on matters dealing with representational activities.

3. To present and process grievances.

4. To attend management-initiated meetings.

5. To participate on existing or future committees or panels dealing with matters of mutual interest.

6. To participate in proceedings before the Federal Labor Relations Authority(FLRA) and/or other third party hearings, in accordance with applicable law and other authorities.

7. To negotiate or to prepare, transmit, consider, and communicate on articles and issues, in person or through use of available technologies or other means of communication.

8. To consult with supervisors and management officials on matters of mutual concern.

9. To prepare requests or recommendations in connection with consultations or meetings with managers and supervisors on issues not involving grievances.

10. To participate in new employee orientations.

11. To review relevant laws and authorities impacting working conditions.

12. To attend Agency meetings informing the Union of changes in working conditions.

13. To review changes to working conditions.

14. To review surveys intended for bargaining unit employees.

15. To prepare the documentation that supports the labor management report (LM1, LM2, LM3).

16. To attend periodic meetings for the purpose of management presentations on matters of mutual concern.

17. To meet with elected officials (members of Congress or their staffs) regarding desired legislation affecting working conditions of bargaining unit employees, as permitted by law.

SECTION 3 - RELEASE PROCEDURE

A. Union representatives will secure the approval of their immediate supervisors or their designees, before performing representational functions. Union representatives will work with their immediate supervisors to determine procedures to secure approval to perform representational functions in the absence of the supervisor or designee. Supervisors should approve such requests, unless there is a mission requirement that would justify a temporary delay. When such temporary delays occur, the Parties will arrive at a mutually agreeable time and/or date for performing the representational function, in most cases within one work day. The Union representative will be given time to inform any affected bargaining unit employee(s) of the reason for the delay.

B. When a Union representative leaves the work site to perform a representational function, they will notify the supervisor of the purpose of the absence, departure time, anticipated return time and a telephone number where the representative can be reached. The Union representative will notify the supervisor upon return. Upon entering a work area other than their own to meet with an employee, the representative will advise the immediate or other supervisor having control over that work area of their presence, the employee to be contacted, and the estimated duration of the meeting. If there is a mission requirement that would temporarily delay the meeting, the Parties will arrive at a mutually agreeable time for the meeting requested.

C. Employees will be given reasonable duty time to meet with a Union representative to discuss matters covered by this Agreement. The employee will obtain approval from his or her supervisor before meeting with a Union representative.

D. Discussions between the Union representative and employee may take longer than originally anticipated. In these cases, both must contact their supervisors to request the additional time.

E. The Union representative will record official time and report official time used as required.

SECTION 4 - EQUAL REPRESENTATION

To the extent practicable, the number of Agency and Union officials at representational meetings will be equal, unless otherwise agreed.

SECTION 5 - LISTS OF UNION OFFICIALS AND REPRESENTATIVES

Within 30 days following the effective date of this Agreement, the Union will provide lists of elected and appointed officers and stewards and their organizational work areas to the Agency's Labor Relations Program Office which will notify affected supervisors. The Union will provide updates to these lists as changes occur.

SECTION 6 - LISTS OF EMPLOYEES IN THE BARGAINING UNIT

Subject to the requirements of applicable law and other governing authorities, the Agency will furnish the Union, upon request, current lists containing names, position titles, grades, organizations, and locations (city and state) of all employees in the bargaining unit, subject to the Privacy Act.

SECTION 7 - TRAVEL TIME

Official time will be recorded when Union representatives travel during regular duty hours at the invitation of the Agency or to perform representational duties at other DFAS work sites, when appropriately requested and approved.

SECTION 8 - EXCLUSIONS FROM OFFICIAL TIME

Official time is prohibited for any activities performed by any employee relating to the internal management of the Union, to include but not limited to, membership meetings; soliciting membership; collecting dues or assessments; campaigning for Union office; or distributing/posting Union literature, notices, or authorization cards.

SECTION 9 - REASSIGNMENT OF UNION REPRESENTATIVES

The Agency will notify the Union when assigning or detailing a Union representative to a position or duties away from the representative's normal work area.

SECTION 10 - AUTHORITY

The Council President or designee may sign any binding agreement with the Agency relating to any matter impacting any portion of the consolidated bargaining unit. The President of any Union Local within the consolidated unit, or that President's designee, may sign binding agreements with the Agency relating to matters impacting only bargaining unit employees represented by that Local.

SECTION 11 – ANNUAL LEAVE FOR UNION REPRESENTATIVES

An employee who is a steward or other Union official will be given priority consideration for use of annual leave or Leave without Pay ("LWOP") to attend internal Union functions for which official time is not available or approved. Advance notice will be required and such requests will be approved subject to workload considerations.

ARTICLE 7 - USE OF FACILITIES BY THE UNION

The Agency will provide reasonable facilities and equipment to enable the Union to represent bargaining unit employees and work with the Agency to cooperatively implement and administer this Agreement.

At the five primary DFAS locations, the Union shall be provided reasonable office space, telephone service, lockable file cabinet(s), a computer with Internet access, access to a printer and facsimile machine, at least one parking space, furniture, facilities services. Where necessary, the space shall be configured to permit for the private conduct of both Local and Council 171 business. It is understood that the use of these facilities and services shall be for labor-management purposes. A parking space shall be provided to the President and the Executive Vice President of AFGE Council 171 at the DFAS location where employed.

Unless prohibited by landlord regulations, each location shall provide bulletin board space to be reserved for Union postings and notifications. Agency will additionally provide similar electronic bulletin board space for Union postings and notifications.

This article may be locally supplemented.

ARTICLE 8 - TRAINING OF UNION OFFICERS AND STEWARDS

SECTION 1 - GENERAL

It is to the advantage of both Parties if Union officers and stewards are knowledgeable about applicable laws, rules, regulations and this Agreement, and new developments pertaining thereto. Consequently, Union officers and stewards may be granted reasonable amounts of official time to attend Union sponsored training sessions or other training courses which are available at no cost to the Government, either for tuition or for travel and per diem.

SECTION 2 - OFFICIAL TIME

A. Employees who are officials or stewards of the Union may be afforded official time for the purpose of attending meeting/training sessions sponsored by the Union, provided that the subject matter of such meeting/training is of mutual concern to the Agency and the Union. Attendees to the meeting/training will be identified in writing by the Union President or designee.

B. Requests for official time to attend a training session will be submitted for consideration to the Agency's Labor Relations Office at least ten (10) work days prior to the date(s) of the training session. At the time of the request, the Union will provide a summary of the training, an agenda or sufficient material that will describe how the training session is beneficial to both the Agency and the Union. The Agency will provide a response within five (5) work days. Approval of official time to attend a training session will be contingent upon Agency's (Supervisor) agreement the employee may be excused as well as the Agency's determination the subject matter is of mutual benefit.

SECTION 3 - LIMIT ON TOTAL OFFICIAL TIME FOR TRAINING

Each of the DFAS sites may approve official time for training not to exceed 1,068 hours per calendar year. Should that be insufficient, the Union President will provide a justification for the need for additional hours to the Agency's Labor Relations Office, for consideration. The Parties understand that reasonable official time for travel may be granted and does not deplete allotted training hours.

ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE

SECTION 1 - GENERAL

A. The Parties agree that each site covered by this Agreement will have the right to have a Labor-Management Committee (LMC) to discuss and resolve issues and problems of concern to the Union and the Agency. The meeting times, structure, duties and topics for discussion of the LMC will be jointly developed locally by both Labor and Management.

B. Each party will be represented on the LMC by an individual who possesses binding authority on behalf of their respective party. Permanent and alternate members of the LMC will receive appropriate training including, but not limited to interest-based, non-adversarial negotiations, as mutually agreed to be necessary by the Parties.

SECTION 2 – COMMUNICATIONS

Information regarding LMC activities will be jointly developed and mutually agreed upon for publication.

ARTICLE 10 - PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES

SECTION 1 - GENERAL

A. For the purpose of this Article

1. The term "employee" refers to any bargaining unit employee.

2. The term "Financial Systems and Reporting Office (FSRO), Payroll Customer Service Representative (CSRs)," refers to the DFAS activity that is responsible for processing the pay of the employee.

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 Local.

B. We agree that:

1. Within the parameters set forth, establishment of procedures and the administration of this Article are matters for negotiation at the Site level.

2. The Local and the Agency are each responsible for fully informing the employee that his or her authorization for a payroll allotment:

a. Is completely voluntary.

b. Cannot be revoked for a period of at least 1-year from the effective date of an employee's allotment. The effective date of the allotment is the beginning of the first pay period in which the dues allotment is deducted.

SECTION 2 - AUTHORIZATION OF PAYROLL ALLOTMENT

A. Only one payroll allotment shall be authorized for an employee.

B. Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization

Dues, shall be used. The Local shall distribute this form to the employees.

C. When an employee is transferred from a bargaining unit position at one DFAS Site to a bargaining unit position at another DFAS Site, deductions for local Union dues will continue, contingent upon the fact that the transfer is within the same FLRA-approved unit of recognition. Such dues withholding will continue at the basic rate then applicable at the gaining Site and the dues shall be remitted to the local Union at the gaining Site. If an employee has timely executed an SF1188, Revocation of Voluntary Authorization Dues, prior to their transfer, the losing Site shall forward such document to the gaining AFGE Local. In the event that the transfer of an employee is not within the same FLRA-approved unit of recognition, the Agency will be required to terminate that employee's deductions for local Union dues.

D. The payroll allotment shall be in an amount determined by the AFGE Local and signed by the employee on the SF 1187.

1. No more than two changes in the amount of the basic payroll allotment shall be made during a calendar year.

2. Written notification of a change in the amount of the basic payroll allotment shall be furnished to the FSRO CSR by the AFGE Local at least 30 days prior to the change. The written notification will include the following information:

- Current rate
- Amount of change
- New rate
- Telephone number (both DSN and commercial) and name of person to contact if they have questions.
- Address for remittance and if necessary account number.
- Address for dues listings to be submitted.

SECTION 3 - TERMINATION OF AUTHORIZATION

A. The payroll allotment shall be terminated when any of the following occurs:

1. The employee ceases to be a member of the certified bargaining unit described in Article 1, Section 2.

2. The employee is suspended or expelled from membership in the Union.

3. The employee voluntarily requests cancellation of the allotment, as follows:

a. If the current allotment was effective prior to August 10, 2020, the employee's cancellation request must be submitted to the FSRO CSR on or within the 10 calendar day period preceding the anniversary date. If the anniversary date cannot be determined, the cancellation request must be submitted within the first ten calendar days of the anniversary month, if known. If the anniversary month cannot be determined, the cancellation request must be submitted

within the first 10 calendar days of the month of the employee's employment anniversary with the Agency.

b. If the current allotment was effective on or after August 10, 2020, the employee's cancellation request may be submitted at any time after the initial one-year period of irrevocability, in accordance with 5 C.F.R. §2429.19.

B. When an employee is temporarily promoted, reassigned, or detailed out of the bargaining unit, dues will not be withheld during the period of the temporary promotion, reassignment or detail. However, dues withholding will be restored upon the employee's return to the bargaining unit, unless the employee has properly submitted a valid cancellation request as described in Section 3.

SECTION 4 - PROCESSING PAYROLL ALLOTMENTS

A. Dues withholding will become effective the first full pay period after a properly executed allotment form is received by the FSRO CSR.

B. No dues shall be withheld or deducted for any pay period in which the employee's net salary, after other legal or required deductions, is insufficient to cover the full amount of the payroll allotment.

C. After each pay period, the FSRO CSR shall remit the payroll allotment deduction with a listing that contains the following:

1. The pay period designator.

2. The names of employees from whom deductions were made, the amount of each deduction, and their organization assignment.

3. The total number of employees from whom dues were withheld.

4. The total amount withheld.

5. The names of employees from whom no dues were deducted in accordance with Sections 3 and 4.B. above and the reasons why the dues were not deducted.

D. In the event that there is a problem with the payroll allotment deduction or the information provided for in Section 4.C., we will work together to resolve the problem.

E. In the event of a significant error in the payroll deduction remittance, the Union will notify the Site Director or his/her designee for resolution.

ARTICLE 11 - HOURS OF WORK

SECTION 1 - GENERAL

This article shall be administered in accordance with 5 USC Chapter 61 and 5 CFR Part 610.

SECTION 2 - STANDARD WORKWEEK

A. The standard workweek is defined as five, 8-hour days, normally Monday through Friday, unless circumstances require a different workweek for some employees. Normally, an employee's standard workweek shall not extend over more than 5 days of the period Sunday through Saturday. Full-time employees are on duty regularly 8 hours per day. Part-time employees are on duty on prescribed days and hours. An employee on a standard workweek has a "fixed" tour of duty and may not vary his or her arrival and departure times, the timing or length of the lunch break, nor accumulate and use credit hours. However, with Agency approval, employees may be allowed variations in their work schedule for educational purposes.

B. Employees will use the standard workweek and a fixed tour of duty unless they are on an alternative work schedule (see AWS Article).

SECTION 3 - STANDARD TOUR OF DUTY

The Agency standard tour of duty is 8:00 a.m. to 4:30 p.m., Monday through Friday. Any deviation from the standard tour of duty will be negotiated at each site.

SECTION 4 - CHANGES

The Agency will notify the Union and employees at least two weeks in advance of any change in the hours of work except where the Agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased. In those instances, the Agency will notify employees and the Union as soon as practicable.

SECTION 5 - BREAKS

Employees may take one fifteen-minute paid rest period (break) near midpoint of each four hours of duty for which they are scheduled to work.

SECTION 6 - MEAL PERIODS

An unpaid lunch break of at least 30 minutes must be established if the employee is scheduled to work for more than 6 hours in the daily tour of duty. Normally, this will be scheduled near the mid-point of the tour of duty and may not be combined with rest periods.

SECTION 7 - SHIFT WORK

If the standard workweek at a Site includes shift work, fully qualified employees may volunteer for reassignment to vacancies on another shift. If there are more volunteers than vacancies, employees in the work unit will be selected according to their service computation date (SCD). Other procedures for shift work will be negotiated at each site.

SECTION 8 - START-UP TIME/CLEAN-UP TIME

Consistent with the nature of the job, hours of work will allow a reasonable amount of time for all tasks related to the performance of the work, such as personal cleanliness, and clean-up and storage of Government property, tools, and equipment.

This Article may be locally supplemented.

ARTICLE 12 - ALTERNATIVE WORK SCHEDULES

SECTION 1 - GENERAL

The Parties agree that the Agency can meet its mission and program goals while at the same time allowing employees (including shift workers) to exercise some control over their work time. Under an alternative work schedule (AWS), employees can schedule their activities to achieve a more desired balance between work, family responsibilities, and personal interests. Accordingly, the Parties agree that the Agency will allow employees to have flexible schedules when it is consistent with the basic business requirement of providing good customer service.

SECTION 2 - DEFINITIONS

A. Alternative Work Schedule (AWS) - a flexible work schedule which allows employees to vary their arrival/departure times and number of hours worked on a given day or the number of hours worked each week, within the limits established in this Article.

B. Basic Work Requirement (BWR) - the number of hours, excluding overtime or compensatory hours, which an employee is required to work or account for by leave or credit hours within a bi-weekly pay period. For full-time employees, the BWR is 8 hours per day and 80 hours per pay period.

C. Compressed Work Schedule (CWS) - means, in the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 work days. For the purposes of this Agreement the CWS is defined as the 5/4-9 schedule. Under this schedule, a pay period of 10 work days includes eight 9-hour days, one 8-hour day, and one non-work day. Such schedules will be worked out based on mission requirements. The Agency may limit the number of employees not working on a specific day.

D. Core Hours - those hours employees are required to be present for work unless in a leave status, using credit hours, or on some other authorized absence. Occasional deviations from core hour requirements are permissible with prior supervisory approval. Core hours are established at each site and subject to local negotiations.

E. Credit Hours - hours worked in excess of the basic work requirement (8 hours per day and 80 hours per pay period for full-time employees), excluding overtime and compensatory time, at the election of the employee and approved by the supervisor. Credit hours are earned and used in l5 minute increments. The maximum amount of credit hours that can be earned per day by a full-time employee is 2 hours, and per pay period is 20 hours. Credit hours cannot be earned on non-work days (i.e., on a Saturday, Sunday, or holiday if the assigned tour of duty is Monday through Friday). Maximum carryover to succeeding pay periods is 24 hours for full-time employees. Maximum carryover for part-time employees is one fourth of their basic work requirement. Credit hours cannot be used in advance of being earned.

F. Credit Hours Taken - credit hours used as time off in lieu of other paid leave categories.

G. Flexible Time Bands - that part of the schedule of working hours during which an employee may choose his/her time of arrival to and departure from the work site within limits consistent with the duties and requirements of the position. Flexible time bands are established in accordance with each site's local supplement or policy.

SECTION 3 - AWS PROVISIONS

A. The AWS is established in accordance with 5 CFR Part 610, Subpart D, and Subchapter II of Chapter 61 of Title 5, United States Code.

B. The Parties agree that the AWS will be implemented at the DFAS sites. The Director of a given organization at each site retains authority for determining what positions within their organization will be covered as dictated by mission requirements. Permanent restriction of individual positions from the AWS must be approved by the Site Director (or designee), or by the relevant Director of non-Operations organizations (or designee); and the Union will be informed of those restrictions prior to their implementation. All employees determined by the Director of an organization to be covered may or may not elect to participate in the AWS within the requirements defined in this article.

C. Supervisors retain authority for assigning overtime and for temporarily restricting AWS eligibility for individual employees as required by legitimate mission requirements or abuse of AWS privileges.

D. An employee may elect to work a flexible daily schedule within the basic work requirement of an 8 hour day, 40-hour workweek. Such flexitime schedules are subject to core hours and approved tour(s) of duty.

E. The approved tour of duty defines the limits (earliest beginning and latest ending times) within which an employee must complete his or her basic work requirement of 8 hours a day. Flexitime schedules will be made to fit within the approved tour of duty for the employee involved. An employee may adjust his or her flexitime schedule daily. The approved tour(s) of duty will be negotiated at each site.

F. Flexible Work Schedule (Flexitime schedules) will be made to accommodate the core hour requirement. An employee may make occasional adjustments to his or her work schedule within the core hours (core deviation) with the supervisor's approval. This can be done by beginning work earlier or departing later in the day, provided the basic daily work requirement is accomplished within the approved tour of duty. Core hours will be negotiated at each site.

G. Credit hours earned may be carried over from one pay period to the next. Employees may not exceed their biweekly BWR without their supervisor's prior authorization. Authorized time worked in excess of the biweekly BWR will be creditable as compensatory time, overtime, or credit hours, as appropriate. A maximum of 24 credit hours can be carried over from one pay period to another pay period, including to the following year.

H. Employee Scheduling/Requirements

1. Within the limits described herein, employees authorized to participate in the AWS may vary their starting/ending times and lunch periods, as well as their hours of work (from day to day, week to week, and/or pay period to pay period).

2. Employees must present their work schedule and their request for the use of credit hours to their immediate supervisor in advance. Normally these requests should be made by close of business (COB) Thursday of the preceding pay period. These requests should be approved or disapproved by COB the following day. However, supervisors may approve requests at any time as long as employees can fulfill their BWR by the end of the pay period. In making their requests, employees are responsible for ensuring that mission demands of their jobs will not be negatively affected by their absence. In granting approval for credit hours taken, the Agency must ensure that there will be adequate employee and supervisory coverage to meet operational demands.

3. Use of credit hours may be for an entire work day or a portion of a work day as long as the BWR will be fulfilled during the pay period and the supervisor approves the request in advance. Employees will be offered the opportunity to resolve scheduling conflicts among themselves.

4. Pre-scheduled and approved annual leave will take priority over requested use of credit hours.

5. Unless an absence has been approved in advance, full-time employees must work at least 8 hours every day, with a minimum of l/2 hour lunch break. Any time less than 8 hours worked must be covered by (a) approved use of credit hours; (b) approved leave; or (c) use of compensatory time off.

6. Employees are responsible for monitoring their work hour balances and ensuring that they meet their BWR. Failure to meet the BWR, or abuses of the AWS, may result in an employee's restriction from use of AWS.

7. Employees may substitute credit hours earned for leave used during that pay period.

8. Disapproval of requested use of credit hours must be based on just cause for such factors as, but not limited to, impairment of mission accomplishment, inability of the employee to meet the BWR, or abuse of the AWS privilege.

9. If credit hours have been approved to perform mission related work and a representational issue arises the union representative may attend to the representational issue while in a credit hour status subject to the approval and release procedures of the official time provisions of this agreement.

SECTION 4 - PAY AND EXCUSED ABSENCE UNDER AWS

A. Premium Pay: Regular rules will apply for payment to employees who are entitled to Holiday or Sunday pay.

B. Overtime Pay (applies to FWS only): Time worked at an employee's option beyond 8 hours in a day or 40 hours in a week is credit hours earned and may be credited toward the BWR. In contrast, overtime includes only those hours officially ordered and approved in advance by management and is not credited toward the BWR. However, at an employee's request, and with the supervisor's approval, official overtime hours may be converted to credit hours earned and credited toward the BWR on an hour for hour basis (i.e., one hour of overtime equals one credit hour earned). Regular rules apply in computing overtime pay and compensatory time off for overtime hours worked.

C. Holiday Pay: If a full-time employee is relieved or prevented from working on a day designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.

D. Excused Absences: Procedures for excused absences (administrative leave, early release, etc.) as it relates to the AWS is specific to each site and therefore must be negotiated locally.

SECTION 5 - AWS RESTRICTIONS

A. Employees will normally return to an 8-hour work day during periods of temporary duty (TDY), unless the employee receives advance supervisory approval to earn credit hours, consistent with work requirements and in accordance with applicable regulations and proper procedures outlined in this article.

B. Supervisors retain the authority and responsibility to temporarily restrict AWS usage based on mission requirements. In such circumstances, the supervisor or designee will coordinate with the employees involved in revising the work schedule.

C. An employee may be removed from AWS coverage for just cause. In such cases, the employee will be notified in advance (ordinarily two weeks) and revert back to the standard tour of duty for their respective site.

D. Each site will locally determine proper work schedules for those employees who attend on-site training.

E. Time and Attendance will be maintained in accordance with laws, regulations, and policies.

SECTION 6 - RESOLVING CONFLICTING REQUIREMENTS

A. In cases where AWS scheduling conflicts arise, the Agency will resolve the conflict by matching individual skills to workload requirements, or by referring to service computation date. In such circumstances, consideration should be given to assigning schedules on a rotating basis. Employees will be offered the opportunity to resolve scheduling conflicts among themselves. If establishment or change of the day off under AWS would conflict with a previously scheduled leave or vacation period of another employee, the person with the scheduled leave or vacation will be given precedence.

B. In the case of possible disagreements regarding exclusions of a group of employees from the AWS, if not resolved by the affected organizational Director (or designee) and the Union, the issue will be resolved by the Labor-Management Committee.

This Article may be locally supplemented.

ARTICLE 13 - OVERTIME

SECTION 1 – GENERAL

We recognize that overtime is used to ensure that our mission is achieved and to promote economy and efficiency in accomplishing the workload. Overtime for "non-exempt" employees is governed by the Fair Labor Standards Act (FLSA), applicable rules, regulations, instructions, and this Agreement. When overtime work is directed, personnel will be compensated for overtime hours worked. When a given work situation is covered by the FLSA and another statutory procedure, the employee will receive the more favorable treatment. As we make reference to the term overtime in this Article, we also include compensatory time, holiday premium hours, and certain Sunday work as addressed in Section 7, below.

SECTION 2 - SCHEDULING AND APPROVAL

A. Overtime must be authorized and approved, orally or in writing, by the appropriate designated authority. Overtime will be scheduled, approved, and worked in increments of 15 minutes or multiples of 15 minutes.

B. Overtime will normally be accomplished on a volunteer basis. Normally, the Agency will offer overtime to employees who perform the work on regular duty time before requesting assistance from qualified employees outside the work unit. Work units will maintain a rotating overtime list, based on service computation date. Mandatory overtime will be assigned to those employees with the latest service computation date on the rotating overtime list when there are insufficient volunteers unless special skills are needed. When assigning overtime, the Agency agrees to consider such factors as special skill requirements of the work; familiarity of employee with work to be accomplished; and qualification of employees. Overtime will not be distributed, or withheld as a reward or penalty. Normally, employees whose performance has been documented as less than fully successful may not be requested or authorized to work overtime.

C. In the absence of sufficient qualified volunteers for overtime work, the Agency has the right to direct overtime. Mandatory overtime is overtime directed by management, and it is desirable that such occurrences be as infrequent and for as short a duration as possible. Employees and the Union will be provided a minimum of 48 hours advance notice of mandated overtime except when unforeseen mission requirements prevent such notice.

D. In situations where overtime is canceled (e.g., change in mission requirements, system down time, inclement weather, facilities issues), employees will be provided notice as soon as possible. Notification will be made using the most expedient and effective means possible. Employees who report for scheduled overtime which has been canceled and are not notified of the cancellation prior to reporting for duty will be considered in a call back status (See section 4C).

E. Unscheduled overtime assignments shall take into consideration any personal hardship of an employee.

F. Employees will be notified of On-Call or Standby status as soon as practicable.

G. Upon request, the Union will be provided reports related to the assignment and distribution of overtime, subject to the Privacy Act. Employees and/or their representative may request information from their supervisor related to their eligibility for overtime assignments.

SECTION 3 - COMPENSATORY TIME

Compensatory time is time off from work that may be granted to an employee in lieu of payment for overtime. Employees may request to be granted compensatory time in lieu of paid overtime. Employees not subject to the overtime provisions of the FLSA whose basic rate of pay exceeds the maximum rate of pay for GS-10 may be required to accept compensatory time in lieu of paid overtime, at the discretion of the Agency. Compensatory time earned is equal to the

amount of time worked beyond the normal work schedule; one hour and fifteen minutes of time worked yields one hour and fifteen minutes of compensatory time.

SECTION 4 – DUTY STATUS AND OVERTIME DEFINITIONS

A. On-call status [5 CFR 550.112(l)]. An employee is off duty, and time spent in an on-call status is not hours of work if (1) The employee is allowed to leave a telephone number or 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 for another person to perform any work that may arise during the on-call period.

B. Standby duty [5 CFR 550.112(k)]. 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.

C. Call-back overtime work [5 CFR 550.112(h)]. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled, or for which an employee is required to return to his place of employment, is deemed at least 2 hours in duration for the purpose of premium pay, either in money or compensatory time off.

D. Irregular or Occasional Overtime [5 CFR 551.501(c)]. Overtime work that is not scheduled in advance of the employee's workweek.

SECTION 5 - LEAVE POLICY

The fact that an employee used annual, sick, administrative leave or compensatory time during any pay period will not be the sole reason to exclude them from working overtime during that same pay period.

SECTION 6 - BREAKS AND LUNCH DURING OVERTIME

Employees who work overtime will be allowed one, 15-minute rest break during each consecutive 4-hour period worked, which cannot be taken in combination with the meal period, or at the beginning or end of the 4-hour work period. A lunch break will be taken during an 8-hour overtime period. Under special circumstances management may allow employees to forego their lunch period.

SECTION 7 – SUNDAY OVERTIME WORK

Employees performing Sunday work of less than 8 hours duration may receive overtime premium pay or compensatory time off for such work.

ARTICLE 14 - TELEWORK

SECTION 1 - GENERAL

A. The Agency and the Union recognize the mutual benefit of a telework program for the Agency and its employees. The telework program is a voluntary program, which permits employees to work at an alternative work site for all or part of the workweek, consistent with mission requirements. Applicable laws, rules, regulations, and instructions govern the telework program. These requirements may be modified or waived in response to emergency situations.

B. Telework is a voluntary program which may be authorized when an employee's officially assigned duties can be performed at an alternate location and the criteria specified in this Article can be met. The Parties recognize that both regular & recurring and ad hoc (intermittent) telework arrangements benefit employees and the Agency by, among other things:

1. Attracting and retaining the best possible workforce;

2. Improving employee morale by allowing employees to establish a better balance between their work and personal lives and meeting environmental, financial, and commuting concerns;

3. Assisting employees with temporary or permanent disabilities when medically supported;

4. Reducing costs for office space and related costs for utilities, parking, etc.;

5. Providing flexibility in responding to emergency situations;

6. Promoting the Agency as an employer of choice.

C. Scheduling of approved intermittent ad hoc or situational telework will be jointly agreed upon by the Agency and employee. Any reference to categories of telework is for the sole purpose of defining the categories and does not dictate the frequency with which an employee may telework.

SECTION 2 – ELIGIBILITY CRITERIA AND REQUEST PROCEDURES

A. Telework eligibility will be determined based on the criteria described in applicable laws, rules, regulations, and instructions concerning telework.

B. Employee conduct or performance issues which make the employee unsuitable for telework will be documented in the supervisor's file.

C. Employees may submit a request at any time to telework on a regular and recurring, situational, or ad hoc basis. Employees will complete required training and submit a written request to the supervisor via the telework workflow and a timely

response to the request will be provided. If denied, the basis for denial will be provided in writing. Upon request of the employee, discussion may occur about future participation. Decisions regarding an employee's ineligibility to telework or denial of a telework request will be committed to writing and are grievable.

D. Lack of appropriate internet service will not be the sole reason to disapprove an employee's request to telework.

E. If a representational duty arises during the time an employee, who is also a union representative, is in an approved telework status to perform mission related work the employee may perform such representational duty subject to the terms of this negotiated agreement.

SECTION 3 - HOURS OF WORK AND LEAVE

A. Employees engaged in telework will follow established procedures for requesting and obtaining approval of leave.

B. Employees may also be required to report to their official duty station to perform Agency work which cannot otherwise be performed on another work day, at the alternate work site, via telephone or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report. An employee may be permitted up to two hours from the point of notification to report to the worksite, unless otherwise agreed to by the supervisor and the employee. Employees should make every effort to report as soon as possible.

SECTION 4 – UNEXPECTED TELEWORK LOCATION DOWNTIME

If an employee is experiencing unexpected downtime, the employee should immediately notify their supervisor and report to their official duty station, or a secondary alternative worksite to perform their duties. Annual leave may be requested.

SECTION 5 – EMERGENCY CLOSING PROCEDURES

A. In accordance with applicable laws, rules, regulations and instructions, if the DFAS installation is closed all or part of a work day because of an area-wide emergency (power outage, flood, etc.) which similarly affects the telework site, the employee may be granted the same excusal from work as granted to employees of the DFAS installation.

B. If only the alternate work site is affected, the employee will notify the supervisor. The supervisor may assign the employee different work or grant leave as appropriate.

C. Subject to supervisory approval, an employee on an approved telework agreement may perform assigned duties at home or another approved worksite when severe weather conditions disrupt commuting and compromise employee safety.

SECTION 6 – UNION NOTIFICATION

Telework information will be provided to the Union on a quarterly basis. Such updates should include information concerning the number of employees participating by site, directorate, job title, series and grade, location (city and state), subject to the Privacy Act.

ARTICLE 15 - ANNUAL LEAVE

SECTION 1 - GENERAL

Annual leave will be administered in accordance with applicable statutes, regulations and this Article. Annual leave is a right of the employee and not a privilege. Annual leave, requested in advance, will be approved consistent with the needs of the Agency. Normally, leave requests and approvals or denials will be made in writing. All absences may be charged to annual leave, compensatory time, credit hours or Time Off Award as appropriate and approved by the supervisor.

SECTION 2 - LEAVE SCHEDULING

A. It will be the responsibility of the employee, in consultation with the supervisor, to discuss workload and project and/or schedule annual leave. Employees shall submit requests for leave as far in advance as possible. Employees will normally be informed of the approval or disapproval of their requests for leave promptly and prior to the start of the requested leave, to allow employees ample time for planning and scheduling.

B. Employees whose leave requests have been disapproved shall be informed of the reason(s) for disapproval. In instances where employees have received advanced approval for leave, the Agency shall consider alternative means to accommodate the employee's request prior to rescinding the approval.

SECTION 3 - UNSCHEDULED LEAVE

When a situation necessitates an employee's unscheduled absence, which could not be approved in advance, the employee will contact the leave approving official no later than two (2) hours after the start of the standard tour of duty. Employees are expected to personally contact their supervisor or designee to request unscheduled leave. However, under unusual circumstances, an intermediary may make a request for unscheduled annual leave on behalf of the employee. Unscheduled absences are subject to the approval of the Agency.

SECTION 4 - EXTENDED LEAVE

Annual leave may be granted, subject to workload demands, in a manner which will permit each employee, if he or she wishes, to request two or more consecutive weeks in each year. Upon request, any denial of annual leave must be accompanied by a written statement of the reasons for the denial.

SECTION 5 - RESOLVING CONFLICT

A. In the event of a conflict of annual leave scheduling among employees, the employees will be given the opportunity to resolve the conflict. If conflict still exists, such conflict shall be resolved on the basis of the following considerations, listed in priority order:

1. Date of submission and approval of annual leave requests.

2. Service computation date (SCD).

3. Prior leave granted for a particular day or timeframe (e.g. day after Thanksgiving, Christmas week)

B. Personal hardships may warrant exception to the priority listing based on the severity of the circumstances.

SECTION 6 - LEAVE USAGE INCREMENTS

Annual leave may be used in increments of 15 minutes.

SECTION 7 - ADVANCED LEAVE

While not an entitlement, employees may be advanced annual leave provided the employee submits a written request with substantiating documentation to support the request and understands the advance must be repaid. Employees may be advanced annual leave not to exceed the amount that can be accrued during the remainder of the leave year. To be eligible for advanced annual leave, employees must exhaust all accumulated annual leave, credit hours and compensatory time or have insufficient balances to cover the requested absence.

SECTION 8 - CHANGE IN LEAVE CATEGORY

A. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR Part 630.

B. Employees may, upon request and with the approval of their supervisor, use available balances of compensatory time, Time-Off Award or credit hours for previously authorized annual leave.

ARTICLE 16 - SICK LEAVE

SECTION 1 – GENERAL

Employees will earn sick leave in accordance with applicable laws, rules, and regulations. The Parties recognize the insurance value of sick leave and encourage employees to conserve sick leave so it will be available to them in time of need. Sick leave, in conjunction with a generous annual leave program, leave donation program, flexible work schedules and the Family Medical Leave Act will assist the vast majority of employees to meet their own and family medical care needs.

SECTION 2 - APPROVAL AND NOTICE

A. The Agency must grant sick leave to an employee when he or she:

1. Receives medical, dental, or optical examination or treatment;

2. Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

3. a. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;

b. Provides care for a family member with a serious health condition; or

c. Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence because of exposure to a communicable disease;

4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by an employee's presence on the job because of exposure to a communicable disease; or

6. Must be absent from duty for purposes relating to his or her 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. An employee who becomes sick will contact the leave approving official no later than two (2) hours after the start of the standard tour of duty. Employees are expected to personally contact their supervisor or designee to request sick leave and inform them of the anticipated duration of the absence. In the event the employee is unable to personally contact their supervisor or designee, they may leave a voice mail or text message requesting sick leave and the

anticipated duration of the absence. However, under unusual circumstances, an intermediary may make a request for sick leave on behalf of the employee.

C. An employee may be granted up to 104 hours of sick leave during any leave year for the purpose of providing care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment, or for making arrangements necessitated by the death of a family member or attending the funeral of a family member. An employee may use up to 480 hours of sick leave (including any leave taken for family care and bereavement) to care for a family member with a serious health condition. The authorized number of hours that may be granted for these purposes can be found in 5 CFR Part 630.

SECTION 3 – DOCUMENTATION

A. As provided in Title 5, C.F.R. §630.405(a), employees will be required to furnish a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) consecutive work days, or for a lesser period when the Agency determines it is necessary, which may include, but is not limited to, indications of misuse or to determine the validity or appropriateness of sick leave use. In such instances, requests for medical certification should not be arbitrary in nature.

B. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date of the Agency request. If it is not practicable, the employee must provide no later than 30 calendar days after the date of the Agency request. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

SECTION 4 – VOLUNTARY LEAVE TRANSFER PROGRAM

A. Pursuant to 5 C.F.R. Part 630, Subpart I, the Voluntary Leave Transfer Program (VLTP) allows employees to help co-workers who are dealing with a medical emergency by voluntarily donating available annual leave for use by the employee. A medical emergency is a medical condition of the employee or a specified family member likely to require the employee's absence from duty without available paid leave for a prolonged period of time (at least 24 work hours), and to result in a substantial loss of income because of the unavailability of paid leave.

B. To become a leave recipient in the VLTP, an employee submits to the supervisor an application with required documentation. The supervisor is responsible for notifying the employee within ten days whether the application is approved. Approved applications are forwarded by the supervisor to the appropriate payroll Customer Service Representative (CSR) in the Financial Systems and Reporting Office (FSRO), for enrollment of the employee and inclusion on the posted list of eligible recipients if the employee requests.

C. Once an employee is enrolled in the VLTP, leave voluntarily donated by other employees for that employee is recorded in the employee's leave account, and the available leave will appear on the employee's next LES. An employee enrolled in the VLTP must exhaust all

accrued sick and annual leave before using any donated leave. If enrolled based on a medical emergency related to a specified family member, the employee must exhaust all accrued annual leave before using any donated leave. Leave received through the VLTP may only be used for the approved medical emergency, but may be substituted retroactively for any period of leave without pay (LWOP) or to repay indebtedness for any advanced leave, beginning on or after the established beginning date of the medical emergency.

D. An employee in the VLTP must be removed from the program if the employee leaves federal service or is no longer affected by the medical emergency.

SECTION 5 - ADVANCE OF SICK LEAVE

An agency may advance a maximum of 30 days (240 hours) of sick leave to a full-time employee at the beginning of a leave year or at any time thereafter when required by the exigencies of the situation for a serious disability or ailment of the employee or a family member or for purposes relating to the adoption of a child. Thirty days (240 hours) is the maximum amount of advance sick leave an employee may have to his or her credit at any one time. For a part-time employee (or an employee on an uncommon tour of duty), the maximum amount of sick leave an agency may advance must be prorated according to the number of hours in the employee's regularly scheduled administrative workweek. Employees must exhaust all accumulated leave (except up to 40 hours annual leave) prior to consideration for approval of advanced sick leave unless there are extenuating circumstances to increase the exception of 40 hours.

SECTION 6 - CHARGE TO ANNUAL LEAVE

An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave if requested by the employee.

SECTION 7 - LEAVE USAGE INCREMENTS

Sick leave may be used in increments of 15 minutes.

SECTION 8 – PRIVACY

The Agency agrees that privileged information dealing with an employee's medical history will be safeguarded against unauthorized access. Employees' medical documentation and/or medical history will be maintained in separate medical files and treated as a confidential medical record. The Agency may disclose such information subject to the Privacy Act of 1974 (552a) and 5 CFR 293 only for purposes of making informed management decisions and only to individuals who have a need to know.

ARTICLE 17 - OTHER ABSENCES

SECTION 1 - REGISTRATION AND VOTING

Excused absence for voting may be granted in accordance with Agency policy. Guidelines for absences related to voting will be published annually.

SECTION 2 - FUNERAL LEAVE

Funeral leave is an authorized absence in connection with funerals of immediate relatives in the Armed Forces or for Veterans to attend funeral services in specific situations. Funeral leave will be administered in accordance with applicable laws and other authorities.

SECTION 3 – WEATHER AND SAFETY LEAVE

A. In the event that Agency operations are disrupted due to inclement weather conditions or other unforeseen emergency situations the Agency may, at its discretion, authorize administrative leave. Emergency/mission critical/mission essential employees may be directed to report or remain at work in dismissal or closure situations. When time and conditions permit, the Agency will notify the Union of the contemplated administrative dismissal and consider any recommendations concerning the dismissal made by the Union.

B. When the Agency Director/Site Director or their designee:

1. announces site is closed for the day, employees excused from duty and not covered by the exceptions below, will be granted administrative leave for that day. Exceptions include but not limited to employees on official travel, employees on LWOP, employees on AWS which are on their regular scheduled day off, and employees on telework who are otherwise unaffected by closure or emergency situation.

2. authorizes a delayed arrival or start, employees excused from duty will be granted administrative leave for the designated number of hours past their normal arrival time.

3. authorizes an early dismissal before the work day ends, employees excused from duty will be granted administrative leave for the number of hours remaining in their work day. Employees who report to duty and subsequently request leave prior to an early dismissal will only be charged leave for the period of time not covered by the early dismissal.

C. 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 to the supervisor a reasonably acceptable explanation and/or documentation related to the emergency.

D. If administrative leave has not been approved for inclement weather or other emergency conditions, the Site Director or their designee may authorize liberal use of leave. An employee may request leave or other approved absence if he or she feels the weather has created hazardous travel conditions.

SECTION 4 - COURT LEAVE

An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of the Federal Government or State or local Government. The employee may keep reimbursements for expenses received (i.e., mileage and/or parking).

SECTION 5 - BLOOD DONATION

Employees may be granted administrative leave, not to exceed four (4) continuous hours in a work day, for the purpose of travel to and from the donation site, to donate the blood, and to recover from the donation. This provision does not cover an employee who gives blood for his or her own use or receives compensation for giving blood.

SECTION 6 - LEAVE WITHOUT PAY

A. Leave without pay (LWOP) is a temporary non-pay status for a specific period of time which may be granted an employee in accordance with applicable laws and other authorities. Employees are entitled to LWOP in the following situations:

1. Family and Medical Leave (FMLA) (Title 5, Code of Federal Regulations, Part 630, Subpart L).

2. Military service (Title 38, United States Code, Chapter 43).

3. Special Disabled Veteran Leave of Absence under Executive Order 5396, July 17, 1930, for necessary medical treatment.

4. While receiving workers' compensation payments from the Department of Labor.

B. Requests for LWOP for reasons other than those stated above will be considered on a case-by-case basis. Employees may request LWOP in the same manner as they request other types of leave, and the decision on the request will be provided to the employee in writing.

C. LWOP may be granted to a bargaining unit employee who is elected to position of National Officer of the American Federation of Government Employees (AFGE) for the purpose of serving full-time in an elected position, or who is selected as an AFGE National Union Representative. No more than three representatives may be approved by the Agency. The Agency shall be given not less than 60 days notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate governing authorities binding on the Agency. Upon return to duty after a period of LWOP, the Agency will return the employee to

the position which he or she held prior to the leave or to a similar position at the same grade and pay, provided a vacant position is available. Appropriate training will be provided, as determined by the Agency. If the position does not exist, the employee will be placed in accordance with applicable policies and other authorities.

D. An employee may request LWOP to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO, upon written request by the appropriate Union office. Such requests will be referred to the appropriate management official for consideration.

SECTION 7 - RELIGIOUS OBSERVANCES

A. Modifications to Work Schedules. An employee whose personal religious beliefs require the abstention from work during certain periods of the work day or workweek may elect to engage in overtime work for time lost for meeting those religious requirements.

B. Compensatory Time/Time Off. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Agency shall afford the employee the opportunity to work compensatory time and shall grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the work day or workweek.

C. Granting and Repaying Compensatory Time Off. The employee may work such compensatory time before or after the grant of compensatory time off. A grant of advance compensatory time off should be repaid by the appropriate amount of compensatory time worked within a reasonable amount of time, normally within 90 days. Compensatory time shall be credited to an employee on an hour-for-hour basis or authorized fractions thereof. At the time an employee requests religious leave, they will work with their supervisor to identify a schedule to work compensatory time to pay back the leave granted or request the time used be charged to annual leave or LWOP. Appropriate records will be kept of compensatory time earned and used.

D. Non-Applicability of Premium Pay. The premium pay provisions for overtime work do not apply to compensatory time work performed by an employee for this purpose.

SECTION 8 - BONE MARROW AND ORGAN DONATION

An employee is entitled to up to seven (7) days of paid leave each calendar year to serve as a bone marrow donor and up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Employees must provide a medical certificate at the time they invoke their entitlement to this leave. Leave for bone marrow and organ donation is a separate leave category in addition to annual and sick leave and should be recorded as administrative leave.

ARTICLE 18 - FAMILY AND MEDICAL LEAVE ACT (FMLA) AND PAID PARENTAL LEAVE

SECTION 1 – GENERAL

A. The FMLA provides employees with 12 weeks of unpaid leave during any 12-month period for the birth and care of a child, the placement of a child with the employee for adoption or foster care, the care of a child, spouse or parent with a serious health condition, a serious health condition of the employee, or any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

B. The 12-month period begins on the date an employee first takes leave for a family or medical need and continues for 12 months. For employees taking leave for the birth of a child or placement of a child for adoption or foster care, the 12-month period begins no later than the date of birth or the date the child is placed. An employee is not entitled to 12 additional workweeks of leave until the previous 12-month period ends and an event or situation occurs that entitles the employee to another period of family or medical leave. This may include a continuation of a previous situation or circumstance.

C. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who suffers from a serious illness or injury on active duty is entitled to a total of 26 administrative workweeks of leave during a 12-month period to care for the service member. This includes the 12 weeks of regular FMLA leave and is not in addition to it. The agency may also require that a request for leave for a "qualifying exigency" or "military caregiver" be supported by certification.

D. The employee may take FMLA on a reduced or intermittent schedule if the employee and agency both agree. The employee may also elect to substitute paid leave for any or all of the period of leave without pay. An agency may not require an employee to substitute paid leave for any or all of the period of leave without pay.

E. Additional information related to rights, duties, responsibilities and other definitions regarding the Family and Medical Leave Act of 1993, as amended, are found in 5 CFR Part 630.

SECTION 2 – DEFINITIONS

A. Eligible employee: Full and part-time employees who have completed at least 12 months of service are eligible for the FMLA. The 12-month service requirement does not have to be recent or continuous service.

B. In loco parentis: Refers to the situation of an individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

C. Parent: Biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a son or daughter. This term does not include parents "in law."

D. Serious health condition: In part, an illness, injury, impairment, or physical or mental condition that involves—

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

2. Continuing treatment by a health care provider that includes (but is not limited to) examinations 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.

E. Son or daughter: A biological, adopted or foster child, stepchild, legal ward, or child who stands in the position of a son or daughter to the employee who is under 18 years of age or who is over 18 and incapable of self-care because of mental or physical disability.

F. *Spouse,* as defined in the statute, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law for purposes of marriage in the State where the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

1. Was entered into in a State that recognizes such marriages, or

2. If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

SECTION 3 - PROCEDURES

A. A request for FMLA leave must be submitted to the immediate supervisor in writing, and include the effective date the leave will begin and whether the employee elects to use paid leave during the 12-week period. A statement in accordance with Section 4, below, will be included. The request or certification must indicate whether the leave will be taken intermittently or on a reduced leave schedule for planned medical treatment, and when such treatment is expected to be provided.

B. Timeframe.

1. If leave taken under this section is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the employee shall provide notice to the Agency of his or her intention to take leave not less than 30 calendar days before the date the leave is to begin. If the date of birth or placement or planned medical treatment

requires leave to begin within 30 calendar days, the employee shall provide such notice as is practicable.

2. If leave taken under this section is foreseeable based on planned medical treatment, the employee shall consult with the Agency and make a reasonable effort to schedule medical treatment so as not to unduly disrupt the operations of the Agency, subject to the approval of the health care provider. The Agency may, for justifiable cause, request that an employee reschedule medical treatment, subject to the approval of the health care provider.

3. If the need for leave is not foreseeable—e.g., a medical emergency or the unexpected availability of a child for adoption or foster care, and the employee cannot provide 30 calendar days notice of his or her need for leave, the employee shall provide notice within a reasonable period of time appropriate to the circumstances involved. If necessary, notice may be given by an employee's personal representative (e.g., a family member or other responsible party). If the need for leave is not foreseeable, and the employee is unable, due to circumstances beyond his or her control, to provide notice of his or her need for leave, the leave may not be delayed or denied.

C. If the need for leave is foreseeable, and the employee fails to give 30 calendar days notice with no reasonable excuse for the delay of notification, the Agency may delay the taking of leave under this section until at least 30 calendar days after the date the employee provides notice of his or her need for family and medical leave.

D. An employee may be transferred to an alternate position of equivalent pay and benefits that can better accommodate intermittent leave. When returning to duty, an employee will be returned to the same or to a substantially equivalent position, in accordance with applicable laws and regulations.

E. An employee may not retroactively invoke his or her entitlement to family and medical leave. However, if an employee and his or her personal representative are physically or mentally incapable of invoking the employee's entitlement to FMLA leave *during the entire period* in which the employee is absent from work, the employee may retroactively invoke his or her entitlement to FMLA leave within 2 work days after returning to work. In such cases, the incapacity of the employee must be documented by a written medical certification from a health care provider. In addition, the employee must provide documentation acceptable to the Agency explaining the inability of his or her personal representative to contact the Agency and invoke the employee's entitlement to FMLA leave during the entire period in which the employee was absent from work for a FMLA qualifying purpose.

SECTION 4 - DOCUMENTATION

A. An agency may require that a request for leave be supported by written medical certification issued by the health care provider of the employee or the health care provider of the spouse, son, daughter, or parent of the employee, as appropriate. An agency may waive the requirement for an initial medical certificate in a subsequent 12-month period if the leave is for

the same chronic or continuing condition. An employee must invoke his or her entitlement to family and medical leave, subject to the notification and medical certification requirements.

B. The written medical certification shall include—

1. The date the serious health condition commenced;

2. 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;

3. 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;

4. For the purpose of leave taken for care of spouse, son, daughter, or parent of the employee with a serious health condition –

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 or 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;

5. A statement that the employee is unable to perform one or more of the essential functions of his or her 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 his or her position; and

6. In the case of certification for intermittent leave or leave on a reduced leave schedule, the dates (actual or estimates) on which such treatment is expected to be given, the duration of such 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 and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.

SECTION 5 – PAID PARENTAL LEAVE

A. In accordance with Title 5, Code of Federal Regulations, Part 630, Subpart Q, eligible employees (who have been employed at least one year) may, upon request, substitute up to 12 weeks of paid leave for unpaid family and medical leave for the birth, adoption or placement of a child as long as the employee continues to have a parental role in respect to the child. This paid leave is available for a period of 12 months following the birth, adoption, or placement. If both parents are federal employees, each employee is separately entitled to up to 12 weeks of paid

leave during the 12 month period. An employee on paid parental leave is paid the same as the employee would be paid on annual leave.

B. The amount of paid parental leave available to an employee is limited to the amount of unpaid family and medical leave available to the employee at the time of the birth, adoption, or placement of the child. If the employee has used any family and medical leave within the preceding12-month period, that amount is deducted from the employee's paid parental leave entitlement.

C. The Agency may require an employee to provide appropriate documentation showing the employee's use of paid parental leave is directly connected to a birth, adoption or placement that has occurred. Appropriate documentation may include, but is not limited to:

1. A birth certificate or document from an adoption or foster care agency regarding the placement of the child, or a signed certification from the employee attesting that the paid parental leave is being taken in connection with a birth or placement and acknowledging that the Agency may pursue appropriate disciplinary action, up to and including removal from federal service or refer the matter to appropriate authorities for criminal investigation for providing a false certification.

2. The employee must provide the documentation no later than 15 calendar days after the Agency requests it. If it is not practicable for the employee to provide the requested documentation within 15 calendar days after the Agency's request, the employee must provide the documentation no later than 30 calendar days after the Agency's request.

3. The Agency may provisionally grant paid parental leave in advance, pending receipt of requested documentation, based on the employee's communications with the supervisor or manager.

4. If the employee fails to provide the requested documentation within the required time period, the Agency may determine the employee is not entitled to paid parental leave, and may:

a. Allow the employee to request that the absence be charged to leave without pay or some other form of paid time off available to the employee (e.g., annual leave, sick leave, etc.); or

b. Charge the employee as absent without leave and pursue any other appropriate action if the employee is believed to have acted fraudulently.

D. An employee may not use paid parental leave in connection with a birth, adoption, or placement unless the employee agrees in writing, before the start of the leave, to continue to work for the Agency for not less than 12 weeks, beginning on the employee's first scheduled work day after the paid parental leave concludes. The employee must also agree that if the employee does not complete the 12-week work obligation, the employee will reimburse the Agency for the total amount of any government contributions paid by the Agency on behalf of

the employee to maintain health insurance coverage under the Federal Employees Health Benefits program during the period paid parental leave was used.

E. Paid parental leave concludes:

1. On the work day on which the employee finishes using 12 administrative workweeks of paid parental leave during the 12-month period following the date of birth or placement of the child; or

2. On the last work day on which the employee used paid parental leave, if the employee did not use 12 administrative workweeks of paid parental leave during the 12-month period following the date of birth or placement of the child.

F. If an employee has any unused balance of paid parental leave entitlement remaining at the end of the 12-month period following the birth, adoption, or placement of the child, the remaining entitlement lapses at that time. No payment may be made for unused paid parental leave that has expired. Paid parental leave may not be treated as annual leave for purposes of making any lump-sum payment or for any other purpose.

G. Multiple births or placements on the same day will be treated as a single event for purposes of determining the 12-month period of availability for paid parental leave. If an employee has one or more children born or placed within a 12-month period following an earlier birth or placement, each subsequent birth or placement is independently administered for paid parental leave.

ARTICLE 19 - HEALTH AND SAFETY

SECTION 1 – GENERAL

A. The Agency will provide and maintain a safe and healthy workplace for its employees and comply with applicable laws, regulations, instructions and standards, to the extent of its authority.

B. We recognize our respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices.

C. The Agency will have a proactive safety program which includes accident and fire prevention, applicable safety training, safety and health awareness publications, recognition, awards, and general publicity for the program. The Agency will also furnish first-aid kits and ensure that an adequate number of employees are qualified to administer first-aid.

D. The Agency will provide access to and/or arrange for medical services. When such medical services are provided, their quality will be reviewed on a periodic or as-needed basis.

SECTION 2 – DEFINITIONS

A. Ergonomics: Ergonomics is the science of designing the job, equipment, and workplace to fit the worker.

B. Hazardous Duty: Duty performed under circumstances in which an accident could result in serious injury or death, such as a duty performed on a high structure where protective facilities are not used, or on an open structure where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist.

C. Hazardous Material: Any chemical or substance which by its nature presents a fire, explosive, reactive, or biological hazard.

D. Imminent Danger Right: The right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstance, the task poses an 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.

E. Inspections: A comprehensive survey of all or part of a workplace in order to detect health and safety hazards. Inspections are normally performed during the regular work hours of the Agency, except as special circumstance may require. Inspections do not include routine, day-to-day visits by Agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

F. Video Monitor: Electrical equipment which displays images generated from the video output of devices such as computers.

SECTION 3 – CORRECTING CONDITIONS AND REPORTING

A. The prompt detection and correction of unsafe and unhealthful working conditions is essential. Therefore, employees are encouraged to report any unsafe acts or conditions immediately to the supervisor. The Agency shall take prompt action, within its control, to alleviate unsafe or unhealthful working conditions including notifying safety officials when appropriate. The Agency will advise the Union as to the final disposition of reports.

B. Employees who are assigned duties or working conditions that they reasonably believe could endanger their health or well-being shall notify the supervisor of the situations and file a report of unsafe or unhealthful working conditions.

C. An employee has the right to decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to correct the problem through established procedures. Employees will immediately contact the supervisor. The Agency will contact safety or occupational health activities to promptly investigate the conditions to determine whether work may proceed. In cases of imminent danger to health or

safety the Agency will remove employees from the affected condition or area and may, at its discretion, excuse employees during the period of the emergency.

D. The Agency shall ensure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions, or other participation in occupational health and safety activities. An employee who believes he or she has been subject to acts of reprisal has the right to seek redress through grievance or Equal Employment Opportunity (EEO) procedures.

E. The Agency will notify the Union when it becomes aware of health and safety meetings scheduled or changes in working conditions initiated by other activities.

SECTION 4 – COMMITTEES

A. A health and safety committee (aka Safety and Occupational Health Council) shall be established at the local level. The committee will advise and assist the Agency in implementing its health and safety programs. This will be a joint committee having equal Management and Union representation. Bargaining unit committee members shall be appointed by the Union.

B. Bargaining unit committee members will function as full members of the committee in dealing with health and safety matters which affect unit employees. Bargaining unit members will be provided training to discharge their roles on the committee and will be on official time while performing authorized committee functions, if otherwise in a duty status.

C. Other (non-DFAS) activities may be invited to committee and other meetings to discuss and help resolve Agency health and safety concerns.

D. The Agency will provide funds to execute committee responsibilities consistent with Agency budget constraints.

SECTION 5 – INSPECTIONS

A. Health and safety inspections and reviews include, but are not limited to, the following:

1. day-to-day reviews;

2. annual inspections; and

3. unannounced inspections and surveys.

B. When a Union representative participates in an inspection, the Union representative will be on official time. This does not preclude the Agency from taking actions, in the absence of a Union representative, to correct situations when they are identified. During the course of an inspection, employees are encouraged to bring to the attention of the inspector(s) any unsafe or

unhealthful working condition which the employee has reason to believe exists in the workplace. Additionally, the Union shall be given the opportunity to make written input.

C. Health and safety hazards discovered in these inspections will be documented, investigated, and corrected in a timely manner. Upon completion of the report, a copy will be furnished to the Union.

D. Responsible authorities will also be encouraged to periodically inspect eating and vending facilities.

SECTION 6 – ERGONOMIC PROGRAM AND VIDEO MONITORS

A. Ergonomic Program: The Agency will have a proactive ergonomic program which includes general awareness and publicity, training, prevention, evaluation and ergonomic modifications.

B. Video Monitor:

1. The Agency recognizes the importance of the proper use of video monitors and will comply with applicable safety guidelines.

2. Continuous work with video monitors should be interrupted periodically by relief periods after 2 hours of continuous video monitor work. Other work activities that do not produce visual fatigue or muscular tension can meet this requirement. Relief periods should be more frequent as visual, mental, and muscular burdens increase.

3. Accommodation requests from pregnant employees will be considered. While there is no conclusive evidence that video monitors cause problems during pregnancy, the Agency will in all possible cases, assign the employees to non-video work as prescribed by medical documentation.

SECTION 7 – HAZARDOUS ASSIGNMENTS

A. The Agency will furnish, without charge to its employees, personal protective equipment and clothing to perform their duties that have been determined to be hazardous in accordance with criteria established by law. Such items shall meet Occupational Safety and Health Administration (OSHA) standards.

B. The Agency will provide storage space for protective equipment and clothing furnished to employees. Employees will use the protective equipment, clothing, and other devices as well as follow procedures as directed by the Agency. Employees will take reasonable care of and maintain such equipment and clothing.

C. Safety eyeglasses and shoes may be worn home by employees. Employees are responsible for safeguarding such items.

D. Employees should be protected from exposure to hazardous materials through the use of personal protective equipment, devices, clothing, and training. Employees who are accidentally exposed to carcinogenic or similar hazardous material will be offered an opportunity to take a physical examination at no cost to the employee. Employees can document in their health records any exposure to hazardous material.

E. Employees will document any exposure resulting in on-the-job injuries, illnesses, or occupational diseases by following Office of Workers' Compensation Programs' procedures.

F. Employees required to perform hazardous assignments will be compensated in accordance with applicable law and regulations.

ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAMS

SECTION 1 - GENERAL

A. The Agency agrees to make employees and supervisors aware of the Employee Assistance Program (EAP). One purpose of the EAP is to assist individuals dealing with personal problems that may affect job performance, such as alcoholism, drug abuse, emotional disorders, family and marital crisis, financial difficulties, physical abuse, etc. The EAP also provides positive assistance, with lifestyle coaching, child and elder care referrals, financial wellness, legal services, and work-life web-based services.

B. The Agency and the Union agree to cooperate fully to encourage affected employees to accept assistance made available under the provisions of this program.

C. Personal privacy and confidentiality, except where excluded by law, must be protected for employees seeking counseling assistance consistent with applicable regulations. This provides for the safeguard of information divulged to a program counselor by an employee.

SECTION 2 - USE OF LEAVE UNDER THE PROGRAM

A. Employees shall be allowed Administrative Leave, not to exceed a maximum of six hours, as determined necessary by the counselor, and approved by the supervisor, for counseling sessions during the assessment and referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with leave regulations. Employees attending sessions during duty hours for any phase of rehabilitation must advise their supervisors of scheduled appointments.

B. Approved leave of any type used by an employee for the purpose of seeking counseling under this program may not be used in any adverse or disciplinary action taken against the employee.

SECTION 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Employees may voluntarily seek counseling, referral, and information from the program on a confidential basis.

B. The confidentiality of medical/counseling records of all employees will be preserved in accordance with the Privacy Act and other applicable laws and regulations.

SECTION 4 - MANAGEMENT RESPONSIBILITIES

A. The Parties recognize that the program is designed to deal with a range of problems at an early stage when the situation is more likely to be correctable. If an employee requests assistance under the program and participates in the program, the responsible supervisory official may consider this fact in decisions related to pending or resulting disciplinary and adverse actions.

B. Managers and supervisors should advise employees of the services available in the program.

C. Reference Executive Order 12564 dated 15 September 1986, establishing a Drug Free Workplace Program.

SECTION 5 - PROGRAM TRAINING AND PROMOTION

A. Union representatives will be invited to attend seminars, workshops, conferences, or training sessions designed to acquaint supervisors, managers, and employees with the Program and its operation.

B. At least once a year the Agency will make employees aware of the Employee Assistance Program and the services it provides.

C. Information on the program will be posted on official bulletin boards and communicated through other means such as all-hands meetings, e-portal postings and staff meetings.

D. Newly hired employees will receive appropriate program materials at their Agency orientation.

E. As soon as a change is known in any program contractor, or any change in the nature of services provided, all affected employees will be notified in writing.

SECTION 6 - PROGRAM EVALUATION

A. The Agency and the Union will perform a joint review of the effectiveness of the program annually and upon determining that a program change is imminent. Recommendations will be jointly developed, coordinated for approval, and if approved implemented.

B. Employees will be allowed to confidentially make recommendations for changes to the program.

ARTICLE 21 - QUALITY OF WORK LIFE

SECTION 1 – GENERAL

A. We recognize that the morale and quality of work life for all employees is of primary importance. It is our common goal to achieve the following:

1. Consistency in communications.

2. A high degree of morale.

3. Improvement in working methods, conditions, and productivity.

4. Demonstrated appreciation for day-to-day accomplishments.

B. In addition to the programs referenced in this article, the Agency and the Union agree to encourage all employees to take advantage of development opportunities and participate in programs focused on improving DFAS products and services to both our internal and external customers through the idea/suggestion programs, process improvement teams/focus groups, or similar programs.

SECTION 2 – EMPLOYEES REQUIRING REASONABLE ACCOMMODATION

A. Consistent with applicable laws and regulations, federal agencies are required to provide reasonable accommodation to qualified employees with disabilities, unless to do so would cause undue hardship. The Agency is committed to providing reasonable accommodations to its employees in order to assure that individuals with disabilities enjoy full access to equal employment opportunity.

B. When addressing performance-based issues of qualified individuals with disabilities, the Agency will consider reasonable accommodations, which may include programs such as the DoD Computer Electronics Accommodations Program (CAP).

SECTION 3 – DEPENDENT CARE

A. GENERAL

Recognizing that balancing home and workplace needs is important to the well-being of employees and therefore the productivity of the Agency, the Agency and the Union support programs designed to assist employees in meeting their dependent care needs. Programs and practices which serve to assist employees in meeting these concerns and needs have been incorporated by the Agency and the Union into this Agreement in other Articles. The intent of this Section is to encourage development of innovative and cost-effective approaches to providing additional assistance in meeting employee dependent care needs. The Agency, to the extent permitted by law and other authorities and budgets, will support these programs.

B. TYPES OF PROGRAMS

1. Dependent care assistance may include, but is not limited to, the following:

a. Child care and elder care referral services;

b. Information on seminars, workshops, and exhibitions;

c. Periodic newsletters and brochures;

d. Information on family resources centers (including on-call, emergency, part-time care, and multi-purpose facilities);

e. Referral to available consultant services to assist employees with dependent care problems;

f. DFAS cooperation with other agencies regarding dependent care programs; and

g. Participation in services provided at facilities shared with other Federal agencies.

2. Employees are encouraged to take advantage of dependent care programs. New employees should be informed about the availability of referral services for dependent care programs during orientation.

3. The Parties will keep each other advised of any status changes regarding dependent care referral services. The Union will be afforded the opportunity to participate in task groups or committees involved in developing and formulating such programs.

4. Leave and Arrangements

a. Employees may use any combination of leave, LWOP, including FMLA, earned compensatory time and donated leave to attend to child or elder-care responsibilities, in

accordance with applicable laws and other authorities, provided the absence has been properly requested and approved.

b. Employees should discuss assignment options with their supervisors to determine if a reassignment, part-time employment, job-sharing, flextime, or shift change, etc., could be used to assist them in meeting child or elder-care responsibilities.

c. Employees may, with Agency coordination and approval, use these work-life programs to assist with child care or elder care responsibilities subject to mission and operational requirements and in accordance with applicable laws other authorities, and this Agreement.

d. All requests and responses will be timely and in writing.

SECTION 4 - PARKING

A. To the extent that the Agency controls or influences the allocation of parking spaces, it will address parking for disabled employees in accordance with applicable Federal law.

B. In addition to the above, local parking policies and associated changes will be negotiated in accordance with agreed upon procedures.

SECTION 5 – SERVICE OF LEGAL PROCESS

We agree that employees will be afforded the opportunity to receive service of legal process (e.g., summons, subpoena, warrant, or other internal or external legal matters) in a private area whenever practicable.

SECTION 6 - PREVENTATIVE HEALTH SCREENINGS

A. The Parties encourage employees to take advantage of screening programs and other preventative health services through options like promoting alternative work schedules; granting leave under the sick and annual leave programs; and granting excused absence to employees to participate in Agency and non-agency sponsored preventative health activities.

B. For employees with fewer than 80 hours of accrued sick leave, the Agency will provide four hours of excused absence each year (leave year) without loss of pay or charge to leave for participating in preventative health screenings. Employees must request and receive approval for excused absence in accordance with established leave procedures.

C. The Agency and local Union representatives are encouraged to advertise and promote the use of programs such as the DFAS Quality of Work Life (QWL) program to offer employees the opportunity to receive preventative health services on government time, without charge to leave, in accordance with established program procedures.

D. The Parties recognize that the Agency can't offer preventative health services for every possible disease or health risk, nor be able to offer preventative health screenings at a time

when every employee needs them. In addition, employees may be more comfortable dealing with their own personal physician for other types of screenings, rather than the use of an Agency provided service.

E. Authorizing employees four hours of excused absence per year for such screenings, in cooperation with the employees' own physician or health care providers will complement the current QWL Program and make the whole realm of preventative health screening services more accessible to employees when they need them.

F. The Parties at the local site-level should cooperatively discuss economical and efficient strategies to adequately meet the needs of employees at each site through groups or committees such as Labor-Management Committees, or other mutually agreed upon methods.

ARTICLE 22 - eLEARNING

The Parties fully support the Agency's learning and development initiatives, to include eLearning. We agree that supervisors and employees should take full advantage of eLearning opportunities presented and ensure that employees are able to be successful when they participate in those learning opportunities. The Parties will support new training delivery options as they evolve.

ARTICLE 23 - EMPLOYEE DEVELOPMENT

SECTION 1 - GENERAL

A. The Parties agree that the training and development of employees is important. Consistent with its needs, and in keeping with the principles of equal employment opportunity, the Agency agrees to develop and maintain effective policies and programs designed to aid employees in improving their individual performance and potential for future job opportunities in support of Agency mission.

B. The Agency will consider Union recommendations related to the effectiveness of employee training programs when developing or projecting training requirements for the coming year.

C. The Parties agree that employees are entitled to information on education and training which would be useful in career advancement.

SECTION 2 - PAID TUITION

Where a qualifying employee pursues courses under an approved Individual Development Plan (IDP), authorized costs will be borne by the Agency, subject to the

availability of funds, prior approval by the necessary authority and applicable laws and other authorities.

SECTION 3 -CHANGE IN TOUR OF DUTY

In accordance with 5 CFR Part 610, variations in work schedules for educational purposes will be considered.

SECTION 4 - COLLEGE CREDIT

Upon request, the Agency will assist the employee and/or the learning institution in documenting on-the-job training, formal training, and experience that may result in college credit.

ARTICLE 24 - CAREER ENHANCEMENT

A. The Parties support expanding the career and promotion opportunities of all employees. Employees may improve career opportunities and potential for promotion if they successfully complete IDP training requirements, perform successfully, and demonstrate potential for performing at a higher level.

B. Participation in career enhancing programs such as, but not limited to, classroom training, on-the-job training, technology-based training, virtual training, employees' self-development activities, coaching, mentoring, career development counseling, details, rotational assignments, cross training, and developmental activities at retreats and conferences, may also make employees more competitive when pursuing career opportunities.

C. Employees are encouraged to discuss development opportunities appropriate for their individual circumstances with their supervisor and/or the Learning and Development Division.

ARTICLE 25 - POSITION REVIEWS AND APPEAL

SECTION 1 - GENERAL

A. Position classification is a process through which Federal jobs (i.e., positions) are assigned to a pay system, series, title, and grade or band, based on consistent application of position classification standards.

B. A position description (PD) is a statement of the major duties, responsibilities, and supervisory relationships of a position. In its simplest form, a PD indicates the work to be performed by the position. The purpose of a PD is to document the major duties and

responsibilities of a position, not to spell out in detail every possible activity during the work day.

C. The Agency will ensure position descriptions accurately describe the duties and responsibilities of positions.

SECTION 2 – POSITION REVIEW

Employees who wish to have their position reviewed for a possible change in the pay schedule, series, title, or grade should first share their concerns with their supervisor. Employees who are not satisfied with the response from their supervisor may request to have Human Resources Classification conduct a desk audit. The request for review will be initiated in accordance with applicable regulations.

SECTION3 – APPEAL PROCESS

A. Employees may appeal the classification of their current, official positions. An appeal cannot be processed, or must be cancelled, after the employee leaves the appealed position. The appeal choice available to an employee depends on whether the employee is a General Schedule (GS) employee or a Federal Wage System (FWS) employee.

B. General Schedule employees may appeal at any time to the Agency or directly to the Office of Personnel Management (OPM) but not both at the same time. Another option available as a General Schedule employee is to make a classification appeal to OPM through the Agency. The Agency must act on an appeal within 60 calendar days or forward it to OPM for action. If the Agency's decision on the appeal is not favorable, the appeal is automatically forwarded to OPM. However, if an appeal is filed first to OPM and the decision is unfavorable, the appeal cannot then be submitted to the Agency.

C. Federal Wage System employees must first appeal to the Agency. If the employee is dissatisfied with the Agency's decision, the employee may appeal to OPM. The appeal to OPM must be filed within 15 calendar days of the date of receipt of the Agency's decision. The appeal must state which specific part of the Agency's decision the employee disagrees with and why.

SECTION 4 – REPRESENTATION

Employees are entitled to a representative when preparing or presenting a written classification appeal.

SECTION 5 – CLASSIFICATION SURVEYS

A. When a classification survey is conducted and involves bargaining unit employees, the Union will be notified and will be permitted to have an observer present at the opening of the survey. Only an appropriate representative from the unit surveyed, who has been designated to represent the Union, shall be permitted to attend survey openings on official time when they

would otherwise be in a duty status. The Agency will not pay travel and/or per diem expenses for Union representatives.

B. If the survey results in changes impacting employee working conditions, the Union will be informed of any proposed changes to the impacted positions to include location, organization, series and grade. The Union may be required to sign a Non-Disclosure Statement and if so, will not disclose confidential or privileged information obtained.

SECTION 6 - ACCRETION OF DUTIES

Positions that are upgraded due to accretion of additional duties may be filled in accordance with the Merit Promotion Article of this Agreement.

ARTICLE 26 - MERIT PROMOTION

SECTION 1 - GENERAL

A. The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria. Nepotism and favoritism are prohibited.

B. The Parties agree that actions to fill vacant positions will be accomplished in accordance with the law and other governing authorities.

C. The Agency may consider candidates and make selections from any appropriate source, to include but not limited to the following: promotion, demotion, noncompetitive conversion, reassignment, transfer, reinstatement, appointment from an OPM register, direct hire authority, or eligible under special authorities (e.g., qualified individuals with disabilities, Veterans Recruitment Appointment, etc.).

D. Where the participation rate is below the relevant labor force, EEO and Affirmative Employment Program (AEP) considerations will always be a primary consideration in recruiting qualified candidates.

SECTION 2 - DEFINITIONS

A. Position Change - A promotion, demotion, or reassignment made during an employee's continuous service within the same Agency. A position change by any of these methods may also involve a change of official headquarters or post of duty within the Agency.

B. Promotion - The change of an employee to a position at a higher grade level within the same job classification system and pay schedule or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

C. Demotion - The change of an employee to a lower grade when both the old and the new positions are under the General Schedule or under the same wage grade schedule, or to a position with a lower rate of basic pay when both the old and new positions are under the same type ungraded wage schedule or in different pay method categories.

D. Reassignment - The change of an employee from one position to another without promotion or demotion.

E. Area of Consideration - The area in which the Agency makes a search for eligible candidates in a specific action to fill a position.

1. The minimum area of consideration is the area designated by the Vacancy Announcement in which the Agency should reasonably expect to locate enough high-quality candidates, as determined by the Agency, to fill vacancies in the positions covered by this Article.

2. When the minimum area of consideration produces enough high-quality candidates and the Agency does not find it necessary to make a broader search, the minimum area of consideration and the area of consideration are the same.

F. Qualified Candidates - Candidates who meet established qualification requirements for the position.

G. Highly Qualified Candidates - Candidates who, after rating, substantially exceed qualification standards for the position.

H. Selective Factors - Knowledge, skills, or abilities essential for satisfactory performance on the job and represent an addition to the basic standard for a position. The following are examples of appropriate selective factors for determining eligibility when the factors are essential for successful job performance.

1. Ability to speak, read, and/or write a language other than English;

2. Knowledge and abilities pertaining to a certain program or mission, when these cannot readily be acquired after promotion; and

3. Ability in a functional area (for example, ability to evaluate alternative computer systems).

I. Subject Matter Expert (SME) - A person who has demonstrated knowledge and experience about the duties and responsibilities of a particular position (e.g., incumbents of similar positions, supervisors of the position, etc.).

J. Participation Rate - The DFAS workforce participation/representation rate of specific groups as compared to the National Civilian Labor Force (NCLF) for positions nationally advertised or Civilian Labor Force if advertising locally.

K. Relevant Labor Force - The source from which an agency draws or recruits applicants for employment or an internal selection such as a promotion.

L. Selecting Official - The individual delegated authority by the Agency to make the decision regarding the selection for placement into a position.

M. Referral List - The certificate containing the names of the top candidates eligible to be considered by the selecting official.

N. Concurrent Consideration - The simultaneous consideration of Agency and non-Agency candidates for competitive promotion.

SECTION 3 - RESPONSIBILITIES

A. The following are the responsibilities of employees and the Union in the merit promotion process.

B. Employees may:

1. Apply for positions in accordance with the instructions provided in the vacancy announcement.

2. If absent from work for any reason, monitor USAJOBS and apply for vacancies through USAJOBS during the open announcement period.

3. Assure that official personnel records, application, and supplemental experience statements reflect appropriate experience, education, training, and awards.

C. The Union may bring matters of concern regarding the merit promotion process to the attention of supervisors as early as possible in an effort to reach informal resolution.

SECTION 4 - NONCOMPETITIVE ACTIONS

A. Mandatory Noncompetitive Actions in accordance with applicable law and other governing authorities.

1. Placement of individuals having reemployment rights.

2. Placement actions required in connection with reduction-in-force.

3. Compliance with DoD Priority Placement Program (PPP).

B. Discretionary Noncompetitive Actions in accordance with 5 C.F.R. § 335.103.

1. Promotion when an employee was selected from an OPM Certificate of Eligibles, through direct-hire authorities, or through merit promotion procedures for a position intended to prepare the employee for a higher level position. The intent must be made a matter of record and career ladders must be documented.

2. Promotion of an employee when the position is classified to a higher grade due to accretion or assignment of additional duties and responsibilities. An action processed as the result of assignment or accretion of duties must meet the following criteria:

a. Major duties of the employee's old position are absorbed into the new position, and the old position is canceled.

b. The new position has no known promotion potential.

c. Additional duties do not adversely affect the grade or continuation of another encumbered position in the same work unit.

d. There are no other employees serving in similar or identical positions to which the duties could have been assigned.

e. Must be based on the existence of higher level continuing duties in an existing position, not as a result of moving the employee to a vacant higher grade-level position.

3. Temporary promotion of an employee for 120 days or less.

4. Repromotion/transfer of a current federal employee in the competitive service to a grade (or equivalent level in another pay system or intervening grade) previously held on a permanent basis in the competitive service (except when demoted for personal cause).

5. Repromotion to a grade or position from which an employee was demoted without personal cause and not at the employee's request.

6. Any action, including a promotion, directed by an individual or organization with authority which supersedes this Agreement. This includes but is not limited to action required as a result of discrimination complaint decisions, court decisions, or arbitrators' decisions.

7. Appointments and promotions made through student employment programs (e.g., the Internship Program under Pathways) and subsequent conversions to full-time permanent status.

8. Placement in positions with promotion potential when the employee previously held and competed for a similar permanent position with promotion potential, even if the employee did not attain the target grade.

9. Selection of a permanent Federal employee from an OPM Certificate for a higher graded position or a position with known promotion potential.

10. Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it might lead to permanent promotion was made known to all potential candidates.

11. Priority consideration of employees who have been downgraded as a result of reduction-in-force or reclassification.

12. Priority consideration of employees not given proper consideration in a competitive promotion action. Priority consideration is given in advance of the referral process and the employee is entitled to consideration but there is no guarantee of selection.

C. Other non-competitive actions as determined by law or other governing authority.

1. Military Spouse Preference in accordance with 5 C.F.R. § 315.612.

2. Placement of employees registered on the Agency Placement Assistance List (PAL).

D. The promotion action must be processed under competitive procedures if the addition of supervisory duties is the sole basis for upgrading a previous non-supervisory position.

SECTION 5 - VACANCY ANNOUNCEMENTS

A. Vacancies to be filled through the merit promotion process should be advertised on a vacancy announcement.

B. Vacancy announcements posted to USAJOBS will be open for a minimum of ten (10) work days, unless an exception is approved by an Authorized Management Official with delegated authority.

C. Vacancy announcements posted to USAJOBS will be open for a minimum of ten (10) work days and open to only those eligible under the Veteran Employment Opportunity Act (VEOA) or the Interagency Career Transition Assistance Program will be open for a minimum of three work days.

D. The Agency may advertise vacancies individually or in related groupings. Vacancy announcements 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. A register of top ranked candidates will be established to refer as appropriate vacancies arise.

E. Interested individuals within the Area of Consideration (AOC) may apply at any time prior to the closing date of an open continuous vacancy announcement. When using an open

continuous vacancy announcement, all eligible candidates who have applied, up to the date that the request to fill the vacancy is received for recruitment in the staffing division, will be considered in the rating and ranking process.

F. Interested individuals may apply on vacancy announcements which will be open for a limited period and used to establish continuing promotion registers only during the limited period indicated. Eligible candidates will be placed in rank order on a register, which will be used to fill similar vacancies in the same AOC as they occur for a specified period of time after the closing date of the vacancy announcement. A promotion register may be used for a period of up to one year, provided the vacancy announcement is reopened at least every 3 months to allow for the submission of applications from other interested employees and the updating of applications by employees who have previously filed. The rank order on the registers will be adjusted as appropriate.

G. Vacancy announcements are not necessary if all available candidates in the appropriate AOC are considered.

H. Vacancy Announcements will include:

l. Title, series, and grade of position (including known promotional potential or target/full performance grade).

2. Geographic/organizational location of the position.

3. Area of Consideration.

4. Opening/closing date.

5. Brief description of duties of the position.

6. Qualification/time-in-grade requirements.

7. Selective placement factors.

8. How to apply.

9. Policy statement on EEO.

10. Any requirements specific to the position e.g. travel requirements, security, physical requirements, shift requirements, supervisory probationary period, etc.

11. Bargaining Unit status.

12. Number of vacancies (if known).

13. Any other related information.

SECTION 6 - APPLICATIONS

A. Applications will be accepted from those qualified and eligible employees within the specified Area of Consideration (AOC) or others afforded eligibility under the law. Employees whose applications are evaluated as not qualified will be notified the applicant was not considered. Applications must be received by the closing date on the vacancy announcement. Late applications will not be considered.

B. Applications from job-sharing teams within the AOC will be accepted for full-time vacancies. Each member of the team must be among the Highly Qualified in order for the team to be selected. In a situation where job sharing would not be workable, the selecting official is free to select a single individual from the Highly Qualified list.

C. Upon request, the employee may be allowed a reasonable amount of duty time to file applications for positions within DFAS. Employees are authorized to use government-owned equipment to prepare and submit such applications.

SECTION 7 - REASSIGNMENT REQUESTS

A. An employee may request a reassignment to a vacancy for which the employee is qualified by applying to a posted vacancy announcement. These applicants, if determined to be eligible and qualified, will be referred without being ranked. When a supervisor selects an employee for reassignment, the losing and gaining supervisors or designees will reach a mutually agreeable release date. The management chain will be used if necessary to ensure both the employee's request and mission requirements are satisfied.

B. An employee may make a written request to the employee's immediate supervisor for reassignment to another position. The supervisor will review the request, coordinate with the potential gaining supervisor, and provide a written response to the employee regarding the status of the request in a timely manner. If the employee's request is approved, the losing and gaining supervisors or designees will reach a mutually agreeable release date. The management chain will be used if necessary to ensure both the employee's request and the mission requirements are satisfied or to review the denial of an employee's request for reassignment.

C. An employee may request a hardship reassignment. The Parties recognize there are situations that arise during an employee's career where a personal hardship exists, that could be alleviated if the employee is reassigned to other duties and/or position. The Agency may change the work assignment of an employee demonstrating a significant, documented hardship that can be relieved by a reassignment or relocation.

SECTION 8 - EVALUATION/ELIGIBILITY REQUIREMENTS

A. Qualification/Eligibility Requirements. The minimum qualification standards prescribed by the Office of Personnel Management (OPM) will be used to determine basic eligibility of candidates for competitive consideration.

B. Selective Placement Factors. Qualifications essential to successful performance in the position to be filled, are considered to be a part of the minimum qualification standards. Justification for use of these selective placement factors will be recorded as part of the job analysis process.

C. Legal and Regulatory Requirements. Applicants must meet time-in-grade, specialized experience, and time-after competitive appointment requirements within thirty (30) calendar days after the closing date of the vacancy announcement unless otherwise specified on the vacancy announcement.

D. Steps in Developing the Evaluation Process.

1. Federal merit promotion policy requires that selection for positions filled through competitive procedures be made from among the best available candidates. Job related evaluation criteria beyond the standards used for determining basic eligibility must be used to identify highly qualified candidates for a position. Candidate evaluation criteria must be based on a job analysis.

2. A job analysis is an in-depth review of the position to identify the major duties and determine the knowledge, skills, and abilities essential to the position. HR, in conjunction with the appropriate management subject matter expert (SME), conducts a thorough job analysis based on the position description of record, develops specialized experience statements for minimum qualifications determination, identifies critical competencies for the position and develops factors which have a direct relationship between the job content and the final ranking criteria to make consistent, accurate, and merit-based distinctions among candidates using the automated referral system.

SECTION 9 - RATING, RANKING, AND REFERRAL PROCEDURES

A. An HR Specialist and a SME normally perform the job analysis, which identifies major job requirements and essential job skills required to successfully perform the duties of the position(s) to be filled. The job analysis must show, at a minimum, the position(s) covered, documentation of the minimum qualification standards, selective placement factors (if applicable), and applicable ranking factors. In most cases, this is an automated process and will be used to the greatest extent possible to ensure consistency in the evaluation of candidates.

B. HR performs an automated search of candidates who have self-nominated for the position by the cutoff date or closing date of the announcement. Results of this search constitute the candidate pool for the vacancy. After the candidate pool has been identified, competitive candidates will be ranked based on the number of skills matched against skills identified during

the job analysis. The HR Specialist verifies competitive and non-competitive candidates meet basic qualification requirements.

C. To receive consideration, candidates must meet all qualification requirements, e.g., quality of experience, selective placement factors, within thirty (30) calendar days after the closing date of the announcement, unless otherwise indicated on the vacancy announcement. A referral certificate may contain names of competitive and noncompetitive candidates listed in separate categories based on the AOC. A list of highly qualified competitive candidates will be referred to the selecting official.

D. Qualified candidates being considered for promotion, reassignment, change to lower grade or band, reinstatement, transfer and Veteran Employment Opportunity Act will be ranked against the established criteria to determine who is highly qualified. Normally, the top twenty (20) highly qualified candidates and all who are tied with the twentieth candidate will be referred. If there are three or fewer qualified candidates, the selecting official will be given the option to accept the referral or request broader recruitment options. Additional candidates may be added to the referral for additional vacancies. Qualified non-competitive candidates applying under authorities such as Veterans Recruitment Authority (VRA), 30% disabled veteran, and Schedule A appointments will not be ranked. Candidates within a specific category are listed alphabetically (except for VRA candidates who are referred alphabetically within veterans' preference order).

E. The referral will indicate a suspense date of 15 work days from the date of issue. Selecting officials may request an extension of an additional 15 days. Selections must be made within 30 days of the date of issue unless an extension is granted. Requests for an extension beyond 30 days will be considered on a case-by-case basis. The selecting official is not required to make a selection from the competitive referral list. If the selecting official does not select from the referred applicants, the official will document the reason(s) for non-selection.

SECTION 10 - SELECTION PROCESS

A. Consideration Given to Candidates.

1. Selecting officials must base selections on job-related factors. The job may be filled by some other type of internal action or by appointment from outside the Agency. Candidates from other sources (reassignment, demotion, noncompetitive conversion, transfer, reinstatement, etc.) may be considered concurrently or in any sequence.

2. A referral list may be further screened to narrow the number of candidates to be interviewed so that selecting officials may interview some, all, or none of the referred candidates. If a screening is done to reduce the number of candidates who will be interviewed, the criteria for making that determination will be documented (i.e., if "some" document how that determination was made). The screening should be based on job-related criteria in line with the position being filled. Interviews, to include Panel interviews, may be used.

B. Additional Vacancies. If additional vacancies occur for identical positions, selections may be made from the same announcement within 120 days of the closing date of the vacancy announcement.

C. Regarding standardized selection criteria, the Parties agree the following point values may be used when assessing/considering experience, education, and certifications, etc.:

Experience:		0 - 55 pts.
Other (special skills, interview, performance, etc.):		0 - 15 pts.
Education:		0 - 20 pts.
• Associate Degree	2-5 pts.	
• Bachelor Degree	10-15 pts.	
• Master Degree or higher	15-20 pts.	
Certifications:		0 - 10 pts.
• Secondary (1+)	3 pts.	
• Primary (1)	8 pts.	
• Primary + Secondary	10 pts.	
• Primary (2+)	10 pts.	

The Parties understand and agree that although this may be one method by which the Agency may evaluate candidates, it is not the sole method for doing so and, at its sole discretion, the Agency reserves the right to make selections by using alternate methods, and may utilize additional or alternate selection factors and factor weights that are appropriate under existing laws and other authorities.

D. The Parties acknowledge OPM has established basic qualifications, and in some instances, positive education requirements for each series. Although degrees are not required for most professional series, to include the 501 series, the Parties agree it is beneficial to encourage and support employees in pursuing degrees.

E. Selection Notification. After receipt of the selection from the selecting official and all selectees have accepted the job offers, HR will notify the non-selected applicants prior to the effective date of the action.

F. Effective Date. Normally, the effective date for employees selected for promotion will be the beginning of the pay period following the first full pay period after notification.

G. Release Date. Normally, release date for promotion actions will coincide with the effective date of the promotion. Extensions must be coordinated with both the gaining and losing supervisors.

SECTION 11 - DOCUMENTATION AND INFORMATION REVIEW

A. Record. Merit promotion and internal placement files will consist of records required by Title 5, C.F.R., Part 335. If particular records are not included in the file, location of the

records must be noted to allow for reconstruction. Files will be retained for two years or until an OPM evaluation, whichever occurs first. If the file is involved in a discrimination complaint, it must be retained for at least two years after final disposition.

B. Access to Merit Promotion Information.

1. All candidates will have equal access to information on merit promotion. The protection of the privacy of other individuals is given first consideration. This does not restrict the rights of an official who has responsibility for investigating, examining, or adjudicating a complaint from access to needed information.

2. Personal or sensitive matters about an individual will only be released to the Union with written consent of the individual concerned. Requests for information will be evaluated and processed under the provisions of 5 U.S.C. Chapter 71, the Privacy Act, and other authorities.

3. The Applicant or Authorized Representative may:

a. Contact the HR Customer Care Center (CCC) with questions concerning the application process or status.

b. Contact the selecting official with any questions about the selection process.

4. The HR CCC Specialist will:

a. Explain the application process, as requested.

b. Provide general application status, as requested.

c. Refer inquiries for more detailed information to the Staffing Specialist.

5. The Staffing Specialist shall:

a. Provide personal information regarding referral evaluation criteria, to include the applicant score and the cutoff, as requested.

b. Refer inquiries related to the selection process to the selecting official.

6. Upon request, within 15 calendar days, the selecting official shall:

a. Confirm whether the individual was in the group from which a selection was made.

b. Provide information on the selection criteria (knowledge, skills, and abilities needed for successful performance in the position) used in evaluating referred candidates.

c. Provide the requesting employee's specific scores and ranking based on the cutoff scores.

d. Provide information on what areas, if any, the employee needs to improve so as to increase respective chances for future selection.

e. Ensure all information requiring protection under 5 U.S.C. § 552a is protected and consult with the DFAS Privacy Act Program Manager before releasing information that may be subject to protection.

7. Upon written request by the employee, the President of the Union or designee, who is not an applicant or likely to be an applicant, shall be allowed to review rating and ranking records of members of the bargaining unit who have applied under an announcement and who have specific written complaints. Such a request shall be submitted within 10 work days after receipt of ratings from the Human Resource Directorate.

8. With written permission of the employee, the reviewer designated by the Union may also be allowed access to the employee's eOPF. A staffing specialist shall be made available to assist in providing access to the eOPF and to answer technical procedural questions. The Union agrees to safeguard the information and not disclose to the employee or any other person any information to which that person is not entitled.

9. Nonselection from a group of properly ranked and rated candidates is not, in itself, a basis for a formal complaint, grievance, or appeal.

SECTION 12 - CAREER LADDERS

A. The career progress of all employees assigned to career ladder positions who have not reached the top grade in the career ladder, as indicated on the Notification of Personnel Action (SF-50), will be periodically evaluated. This evaluation shall involve a consideration of the employee's duties and work performance and the qualification and performance requirements for the next higher grade in the career ladder. Employees who are considered to be fully performing at the next higher grade level and are otherwise qualified by OPM qualification standards, as a rule, shall be recommended for career promotions. Exceptions to the above will be made during Reduction-in-Force and other situations, for example, freezes and reductions in grade ceiling which are dictated by higher levels of authority.

B. Employees assigned to career ladder positions shall be given substantially equal opportunities to demonstrate whether employees can perform at the next higher grade in the career ladder.

C. Employees shall be advised as to the grade levels in the career ladder and the necessary expectations to improve chances for promotion. This information will be provided when requested by the employee or initiated by the supervisor.

D. Recommendations for promotion of employees who have met the conditions described in paragraph A, including the time-in-grade requirements, will be accomplished in

sufficient time to ensure the promotion is effective in the first pay period following the eligibility date.

E. Retroactive promotions will be made effective the beginning of the pay period on the 52-week anniversary (or one pay period after if the 52-week anniversary falls in the middle of a pay period) if all the eligibility requirements were met. If solely as a result of an inadvertent administrative error the career ladder promotion was not awarded on time and management submits a statement certifying the employee met all criteria for promotion on the anniversary date, the promotion may be made retroactively. When the administrative error is made by HR, the HR staff is responsible for documenting the reasons for the error. Under no other circumstance will a promotion be made retroactively, including when the manager was considering or intended to delay, deny, or accelerate the career promotion.

SECTION 13 - TEMPORARY PROMOTIONS/DETAILS

A. A detail is the temporary assignment of an employee to a different position, without change in status or pay, for a specified period of time. Details are often a way of broadening experience and demonstrating ability at a higher level. Selection of an employee for a detail, which enhances qualifications or offers future promotion possibilities, will be rotated among qualified employees in the work unit. Employees with disabilities serving under excepted appointments may be considered for details. Details will be used judiciously and will be terminated as soon as the need for the detail no longer exists. Details to higher graded positions of 120 days or less need not be filled through competitive procedures.

B. A temporary promotion is an increase in pay grade for a specified period of time, after which an employee reverts to the previous pay grade. When it is known in advance a temporary assignment of a unit employee to a position within the unit classified at a higher grade will extend for more than 60 days, the employee, if qualified, will be temporarily promoted for the period of the assignment. If, during the course of an employee's detail to a higher graded position, it becomes apparent the temporary requirement to fill the position will extend beyond 60 days, the supervisor should determine whether to terminate the detail and fill the position through other means or allow the detailed employee to continue in the assignment. If it is decided the detailed employee should continue in the position, the employee will be temporarily promoted effective the next pay period.

C. Temporary promotions in excess of 120 days will be made under competitive merit staffing procedures. Prior service under all temporary promotions or details to higher graded positions within the preceding 12 months is included in the determination of the 120-day limitation. If an employee requests, a detail of less than 30 days may be made a matter of record in the eOPF.

ARTICLE 27 - PERFORMANCE MANAGEMENT PROGRAM

SECTION 1 - GENERAL

The Parties agree performance management will be administered in accordance with applicable laws and other governing authorities as supplemented by this Article for employees covered by this agreement.

SECTION 2 - PURPOSE AND OBJECTIVES OF PERFORMANCE MANAGEMENT PROGRAM

A. The Performance Management Program is intended to accomplish the following:

1. Provide for periodic appraisals of job performance which are objective, reasonable, job related, and consistent with regulatory requirements;

2. Provide for employee participation in establishing performance standards and elements;

3. Provide employees with regular, informal feedback in order to keep employees advised of what is expected of employees and how well employees are meeting those expectations;

4. Provide information on current performance and assist the employee in improving performance and furthering individual development; and

5. Provide for employee recognition and appropriate performance awards for accomplishments in executing official duties.

B. All employees new to DFAS who have not received training on the Performance Management System are responsible for completing available training on the performance management program within 30 days of assignment, or as soon as practicable.

SECTION 3 - ESTABLISHMENT/MODIFICATION OF PERFORMANCE ELEMENTS AND PERFORMANCE STANDARDS

A. A performance plan will be prepared in writing (normally within 30 days), updated as necessary, and kept current for each employee detailed or assigned permanently or temporarily to a position for 90 days or more.

B. Employees and supervisors should work together to develop performance plans and ensure there is a common understanding of performance expectations and how employees will be evaluated.

1. Performance plans will consist of performance elements that will be prepared based on the requirements of the employee's position and performance standards which describe

how the requirements and expectations provided in the performance elements are to be evaluated.

2. Performance standards should be specific, measurable, achievable, relevant, timely, and consistent with regulatory requirements.

3. Performance plans will be conveyed to employees at the initial performance meeting.

4. Employees, will receive clarification of any aspect of the plan which is not clear at this meeting and any time clarification is requested.

C. Performance plans will be established and updated with employee participation. Employee participation may be accomplished by various means, including, but not limited to, the following:

1. Discussion and development of performance plans together with the supervisor or designee.

2. Providing the supervisor with a draft performance plan.

3. Commenting on draft performance plan prepared by the supervisor.

4. Preparing the performance plan as part of a group of employees occupying similar positions, with supervisor's approval. When employees meet as a group to discuss or develop performance standards, the Union will be provided an opportunity to attend.

D. Employees may request at any time that the performance standards/elements be modified, and supervisors shall consider any such request.

E. Employees should participate in the development of new or revised performance elements or standards for the assigned positions. The Union will be provided the opportunity to review and provide suggestions on proposed new or revised performance plans within 15 calendar days of receipt of the plans from management.

SECTION 4 - RATING PERFORMANCE

A. Performance review is a continuous process involving periodic discussions between the supervisor, and employee.

B. Employees will be kept informed of their progress toward meeting performance standards. Employees, at a minimum, will be provided three documented performance discussions per rating period. These required discussions will include the initial performance plan meeting, at least one progress review that will happen near the mid-point of the rating cycle, and a final performance appraisal discussion to communicate the rating of record. Written quarterly reviews will be required upon request of the employee. The request will be submitted

to the supervisor in writing, and the quarterly review will be provided in a timely manner. A copy of any quarterly/semi-annual written performance review will be provided to the employee and the original placed in the Supervisor's Record of Employee.

C. Employees will be rated only on the actual time spent functioning against the performance standards.

D. The employee will be provided a written narrative statement which articulates the employee's accomplishments at the conclusion of a temporary assignment lasting at least 90 days. The written narrative statement will be considered and used during the rating of record cycle.

E. Employees must perform work under new or revised standards/elements for at least 90 days prior to being rated on those standards/elements.

F. Ratings of record remain in effect until replaced by another rating of record.

G. The employee self-assessment is voluntary but highly encouraged. If provided, employee self-assessments should be given serious consideration in developing the performance rating for that employee. An employee will not receive a lower rating solely because the employee chose not to provide the voluntary self-assessment.

H. The purpose of performance narratives is to justify how an employee's rating is determined and provide support for recognition and rewards.

SECTION 5 - IMPROVING UNSATISFACTORY PERFORMANCE AND PERFORMANCE IMPROVEMENT PLANS (PIP)

A. When a supervisor identifies performance that fails to meet the performance standard or a decline in an employee's performance that may result in failure to meet a standard for a performance element, the employee will be informed of specific performance deficiencies and potential next steps (i.e., PIP), in writing, prior to formal improvement planning. Assistance in identifying remedial or developmental training to meet specific performance standard(s) shall be provided. Performance review is a continuous process involving periodic discussions between the supervisor and employee.

B. If the employee's performance does not improve, a written comprehensive PIP will be developed in accordance with the requirements of Title 5, C.F.R. Part 432. Normally, a PIP will last 90 days and should include any appropriate measures necessary to bring the employee's performance to the fully successful level. Any improvement plan that is developed will provide for counseling, training, and guidance. A PIP will be presented to the employee and discussed with the supervisor or designee. Whenever the PIP is discussed with the employee, if the employee requests Union representation, a Union representative will be present.

SECTION 6 - DENIAL OF WITHIN-GRADE INCREASE

A. An employee will automatically advance to the next higher step if the employee's current rating of record is Fully Successful or better and the employee is otherwise eligible for a within-grade increase.

B. An acceptable level of competence determination will be made in accordance with 5 C.F.R. § 531.409 and the minimum period of time established by the Agency to demonstrate acceptable performance is 90 days.

C. When it is determined that an employee is not performing at an acceptable level of competence and is thus not awarded a within-grade increase, the employee will be afforded access to the procedures established under 5 U.S.C. § 5335(c) and 5 C.F.R. § 531.410 for reconsideration and appeal of a negative determination. Upon demonstrating successful performance, or a reconsideration resulting in a positive determination, the effective date of the within grade increase will be set to the first pay period following the positive determination.

D. Consistent with 5 C.F.R. Part 531, when a within-grade increase is delayed for reasons other than performance, the effective date of the within-grade increase will be retroactive and set to the original due date.

SECTION 7 - REMEDIAL ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

A. An employee may be reassigned, demoted, or removed from the Federal service because of unacceptable performance in one or more critical job elements. A decision for such action may only be based on instances of unacceptable performance which occurred within a 12-month period ending with the date of the proposed action. However, before it is proposed to remove an employee for unacceptable performance, consideration must be given to the advisability of a reassignment or demotion to another position where it is likely the employee could perform acceptably.

B. Demotions and removals due to unacceptable performance are actions subject to the formal job protection procedures. When proposing to take such an action under 5 C.F.R. Part 432, the following procedures will be followed:

1. A minimum of 30 calendar days advance notice must be given.

2. A charge of unacceptable performance will be used. The description of the charge must list the critical job elements and standards of performance that were not met. It must include the basic facts developed, clearly and specifically.

3. The proposal notice will indicate the personnel action (reassignment, demotion, or removal) that may result if performance is not improved to the fully successful level.

4. Any records or documents relied upon to support the charge will be made available or provided to the employee or the representative for review upon request. Information on this matter must also be provided in the notice of proposed action.

5. Any reply made by the employee must be carefully considered. If it is decided that the proposed action is warranted and supported, the employee will be given a notice of decision. The notice of decision must include information on the employee's appeal or grievance rights, as appropriate, as well as the right to Union representation.

6. The employee will be notified, in writing, when it is decided to cancel the proposed action.

C. A performance-based action may also be taken under 5 C.F.R. Part 752 when the requirements of the regulation are followed.

D. The procedural requirements above do not apply to the separation of employees during their probationary period after competitive appointment. Requirements pertaining to probationers are contained in 5 C.F.R. Part 315.

E. For any adverse action that is not for personal cause, the decision notice will include a statement of the employee's right to apply for discontinued service retirement, when eligible.

ARTICLE 28 - INCENTIVE AWARDS

A. The Union and the Agency agree that the Incentive Awards Program will be administered in accordance with applicable laws, rules, regulations and instructions. Any employee or group of employees considered deserving of an award will be nominated in a timely manner.

B. The Union shall be afforded the opportunity to have a representative participate on any established incentive awards committee for all awards applicable to bargaining unit employees that require a committee recommendation in accordance with procedures established for that program.

This Article may be locally supplemented.

ARTICLE 29 - INTERNAL REORGANIZATION

SECTION 1 - GENERAL

"Reorganization" is defined as the elimination, addition, or realignment of the major functions or duties in an organization and/or organizational unit.

SECTION 2 – NOTIFICATION

A. The Agency shall provide the Union with a written notice of any proposed reorganization. The written notice will include a detailed description of the intended changes, including "as is" and "to be" organizational structure charts, identification of the geographic locations involved, and information on the impact of the proposed change on bargaining unit positions, whether encumbered or unencumbered.

B. Within two business days of receipt of this notice by the Union, the Agency will schedule an open discussion meeting, to be held preferably within five days, with the Union to address specific areas of interest. Within two business days following this meeting, the Agency will respond to any remaining questions or requests for information presented at the meeting that were not addressed. The Union will be afforded a further review and consideration period of five business days to submit any remaining questions or concerns, including any specific procedures or appropriate arrangements the Union wishes to offer for negotiation. The Agency will provide its final response within two business days. The Union will then have an additional five business days to provide its final response. If the Union concurs or does not respond within the allotted time, the Agency will implement the proposed change.

C. The Agency will inform the Union in writing if the reorganization is cancelled or delayed.

D. If the reorganization requires application of adverse action, reduction-in force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

ARTICLE 30 - REDUCTION-IN-FORCE

SECTION 1 – GENERAL

A. A "reduction-in-force" occurs when the Agency releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 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 reduction-in-force in the employee's competitive area and when the reduction-in-force 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. Reduction-in-force procedures do not apply to the return of an employee to his or her regular position following a temporary promotion or to the release of a reemployed annuitant. Reductions-in-force do not include the reclassification of a position resulting in a down grade other than as provided in 5 CFR Part 351.

B. Reductions-in-force will be conducted in accordance with appropriate regulations, policy, and guidance.

SECTION 2 - STATEMENT OF PRINCIPLES

A. When the Agency becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means, such as reassignment, attrition, and positive placement efforts.

B. Where possible and practical, any reduction in personnel will be attained through normal attrition and/or by assignments to vacant positions for which the employees are qualified and eligible.

C. When a date is established for issuance of a specific notice of reduction-in-force, and dependent on the severity of the reduction-in-force, the Agency may suspend outside recruitment and competitive promotion. Outside recruitment and competitive promotions will cease for like positions/series in the competitive area when more employees are being displaced than there are vacancies to place them.

SECTION 3 – NOTIFICATION

The Parties share the common purposes of minimizing adverse impact on bargaining unit employees affected by any reduction-in-force, and of accommodating the needs of the Agency.

A. The Agency will make every good faith effort to notify (in writing) the President of the appropriate Union of any reduction-in-force at the earliest possible date. Nothing in this article will prevent the Union from initiating negotiations when notified of a reduction in force and the Agency will fulfill its bargaining obligation to the extent required by law. In the event multiple sites are impacted by the RIF, the Council 171 President and appropriate Local Presidents will be notified. The period of notice to the Union will be at least 60 calendar days.

B. Affected employees will be notified not less than 60, and normally not more than 90, calendar days prior to the effective date.

SECTION 4 – DOCUMENTATION

A. Following a determination of a reduction-in-force, the Agency shall furnish to the Union all relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act limitations. Initial information provided will include:

1. The reason a RIF is necessary;

2. The competitive area;

3. The projected number and location of positions to be abolished;

4. The proposed effective date.

B. This information will be provided as soon as possible but not more than 60 calendar days prior to the effective date of the RIF.

SECTION 5 – PARTICIPATION IN RIF PROCESS

The Union will be permitted to observe the results of a mock RIF/RIF assignment process to better represent affected employees, subject to the Privacy Act. The Agency may require the Union observer(s) to sign a non-disclosure agreement to preserve its deliberative process.

SECTION 6 – RIF NOTICE

The Agency shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective date of the action, the factors used in determining the employee's order on the retention register, the competitive level, and the competitive area. It shall also state why any lower standing employee is retained in his or her competitive level. An extra copy of this notice will be given to the employee should he or she desire to have Union representation.

SECTION 7 - OFFER OF POSITION AND RESPONSE

A. The Agency shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with 5 CFR Part 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 reduction-in-force 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 fifteen (15) work days.

C. Employees shall respond to an offer of employment to another position in writing within the specified time period after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer. The specified time period for an employee's response will be ten (10) work days. The reply period will be extended to fifteen (15) work days, upon request.

SECTION 8 - COMPETITIVE LEVELS AND RETENTION REGISTERS

The Agency shall establish competitive levels and retention registers in accordance with applicable laws and other authorities. Initial and updated retention registers and competitive levels created for the RIF, with Privacy Act data removed, will be provided to the Union on a timely basis. Such information will be safeguarded and used only for representational purposes.

An affected employee and the designated representative shall have the right to review competitive levels and retention registers applicable to that employee. Should a bargaining unit

employee choose someone other than the Union to be the representative the Union shall still be notified and have the opportunity to be present. All lists, records, and information pertaining to a reduction-in-force shall be maintained by the Agency for at least one (1) year following the effective date of the reduction-in-force.

SECTION 9 - SEPARATION

A. The Agency will make every reasonable effort to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. 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 but not limited to information concerning early retirement with discontinued service retirement, and severance pay where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.

B. In a reduction-in-force, the Agency will contact the appropriate State Employment Service to obtain available information of training programs for which affected employees may be eligible, and inform them how they may apply.

C. In accordance with the Workforce Transition Plan, the Agency may also provide assistance with the following. This assistance may include, but not be limited to:

1. Resume writing;

2. Job search and interviewing skills;

3. Assistance in obtaining required personnel records;

4. Administrative time to attend interviews.

SECTION 10 - WAIVER OF QUALIFICATIONS

A. In accordance with law and other authorities, when the Agency is unable to offer an assignment, the Agency may waive the qualifications of employees who will be separated due to reduction-in-force 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, and the employee meets any OPM-established minimum education requirements.

B. Vacant positions which contain selective placement factors will be reviewed by the Human Resources Directorate to determine if these factors can be waived without seriously affecting the mission.

SECTION 11 - INFORMATION TO EMPLOYEES

Upon request, the Agency shall provide information needed by employees to understand fully the reduction-in-force and how and why they are affected. The Agency shall make every effort to retain status employees during a reduction-in-force.

SECTION 12 – RETIREMENT

Prior to and during the reduction-in-force, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision, but the Agency will freely advise the employee of any prospective retirement rights.

SECTION 13 – DISPLACEMENT

Prior to filling a vacant bargaining unit position within the organizational unit in which the reduction-in-force is taking place, the Agency will consider reasonable alternatives to reduce the adverse effects on bargaining unit employees. In considering these alternatives, the Agency will review the possibility of redesigning a vacant position.

SECTION 14 - PERMANENT CHANGE OF STATION

After the employee has accepted an offer of permanent change of station in conjunction with a reduction in force, the Agency shall grant permanent change of station entitlements, as provided by law and other authorities.

SECTION 15 - EXCEPTION TO ORDER OF RELEASE

The Union will be notified when the Agency retains an employee under mandatory exceptions or permissive continuing exceptions as permitted by 5 CFR 351.

ARTICLE 31 - TRANSFER OF FUNCTION

SECTION 1 – GENERAL

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 a function 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 local commuting area.

SECTION 2 – PROCEDURES

A. The Agency will notify the Union as soon as possible, but not less than 60 calendar days prior to the effective date of any approved transfer of function. The Union may waive this notification period.

B. In transfers of function within the Agency, where employees are being relocated to a different commuting area, the Agency will:

1. Give any employee affected by a transfer, causing physical move, not less than 60 calendar days notice in writing which includes at least 30 calendar days for the employee to respond as to whether he or she is willing to accompany the function.

2. Counsel the employee on individual rights relating to retirement, severance pay, and placement potential.

3. Assist and counsel the affected employee in seeking placement opportunities with other Federal agencies elsewhere in the commuting area.

4. 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.

5. Ensure all employees have appropriate training to enable them to perform new or altered duties assigned to them as a result of a Transfer of Function.

C. In transfers of function within the Agency, where employees are being relocated within the commuting area, the Agency will provide the affected employee, a minimum notice of 10 business days.

D. In transfers of function outside of the Agency, the Agency will make every good faith 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.

SECTION 3 – DOCUMENTATION

Following notification of a transfer of function, the Agency shall furnish the Union all relevant and available documentation or information concerning the transfer of function, subject to any Privacy Act limitations.

SECTION 4 - PERMANENT CHANGE OF STATION IN CONNECTION WITH A TRANSFER OF FUNCTION

After the employee has accepted an offer of permanent change of station in conjunction with a transfer of function, the Agency shall grant permanent change of station entitlements, as provided by appropriate regulation and Agency policy/directives.

SECTION 5 - COMPETITIVE AREA

The competitive area will be established in accordance with laws, rules, and regulations. Description of the competitive area will be provided to the Union as soon as possible, but not less than 60 calendar days prior to the effective date of the transfer of function.

SECTION 6 – RESPONSIBILITIES OF THE PARTIES

In accordance with 5 USC Chapter 71 the Union has a right to bargain over Impact and Implementation.

ARTICLE 32 - CONTRACTING OUT

SECTION 1 – GENERAL

The Agency agrees to meet and confer with the Union regarding any study of a function considered for contracting out which affects employees within the bargaining unit. We agree to comply with all provisions of this Agreement and all applicable laws, rules, and regulations concerning contracting out. Contracting out issues under OMB Circular A-76 are excluded from the negotiated grievance procedure as the Circular contains the exclusive grievance procedure.

SECTION 2 – NOTIFICATION

The Agency agrees to inform the Union President, after notification to Congress, when contemplating the possibility of contracting out work being done by bargaining unit employees. Further, the Agency will keep the Union apprised of the development of the consideration to contract out.

SECTION 3 - COMMERCIAL ACTIVITIES STUDY

The Union will be kept informed on the progress of any commercial activities studies of bargaining unit positions. Activities conducting such studies will meet and confer, as frequently as necessary, with the Union while studies are on-going. Briefings will be held with affected bargaining unit employees for the purpose of providing information on contracting out as well as encouraging their input on how to streamline operations. The Union will be given an opportunity to attend such briefings. The Union will also be asked to take part in post-announcement management improvement actions to include improving the in-house organization and recommending information for inclusion in the Performance Work Statement.

SECTION 4 - SITE VISITS

The Agency will notify the Union when a site visit will be conducted for potential bidders of any function undergoing a commercial activities study which impacts bargaining unit

employees. A Union representative may assist in the preparation of the site that will be visited and may attend the "walk through" held for potential bidders.

SECTION 5 – INFORMATION

The Agency agrees to provide to the Union, upon request, information not prohibited by law or other authorities concerning commercial activities studies. After the completion of studies, periodic briefings will be held between the Agency and the Union to provide the Union with appropriate information on decisions affecting unit employees. This includes information on decisions to keep the function in-house or to contract it out. The findings and recommendations of the "most efficient organization" management study will be discussed with the Union and affected employees as soon as the information can be released.

SECTION 6 - DECISION TO CONTRACT OUT

A. We will meet and confer to assess the impact on bargaining unit employees and to minimize any adverse impacts. If unit employees are displaced, the Agency will make every reasonable effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires if needed.

B. Employees who are adversely affected by the decision to contract out will be advised of their rights pertaining to the right of first refusal, Reduction-in-Force, and severance pay.

C. The Agency will retrain affected career employees, if necessary, when they are reassigned as a result of contracting out.

SECTION 7 - RIGHT OF FIRST REFUSAL

We recognize the "right of first refusal" which provides that the contractor will grant applicable employees, displaced by direct result of contracting out, the right of first refusal of employment openings created by the contractor. Declining the right of first refusal, because of displacement due to contracting out, shall not deny a bargaining unit employee of any rights he or she might otherwise have under applicable Reduction-in-Force procedures; however, such refusal might affect the employee's entitlement to severance pay.

ARTICLE 33 - WORKFORCE TRANSITION PLAN

SECTION 1 – GENERAL

A. The Workforce Transition Plan is a broad-based, comprehensive plan for assisting all Agency employees who might be adversely impacted as a result of restructuring efforts.

B. The local Union President (or his or her designee) and the Agency shall make every effort at the local level to jointly discuss issues and concerns that are unique to their local mission and geographical interests. The Parties shall collectively develop recommendations and concepts tailored to the local community for the benefit of impacted employees.

C. The Parties seek, through this Article, to foster a continuing attitude of partnership and cooperation in our relationships and to establish an environment where our employees are treated fairly and equitably. The Parties mutually agree to strive to minimize the adverse impact on our employees and to enhance the harmony between family and work life.

D. Nothing in the local process of bargaining local supplements to this program shall alter or impede the established Reduction-In-Force timeframes for implementation of the Agency's decision.

SECTION 2 – APPLICABILITY

This plan applies to all employees in the geographical competitive areas who may be impacted by Reduction in Force (RIF) due to reorganizations, budget shortfalls, lack of work and/or any other situation that may occur which causes the Agency to determine that a RIF is necessary and unavoidable.

SECTION 3 - JOB ASSISTANCE AND OUTPLACEMENT

A. Voluntary Priority Placement Program Registration: The Agency may approve early registration for up to one year in advance for employees expected to be adversely affected by a RIF action. Expected to be adversely affected means an employee will be involuntarily separated or changed to lower grade as a result of a Mock RIF or other realignment/reduction analysis.

B. Mandatory Priority Placement Program (PPP) Registration: Employees who receive changes to lower grade who are entitled to grade retention and employees scheduled for RIF separation must register in PPP once specific notices are issued.

C. Interagency Career Transition Assistance Program (ICTAP): Employees who receive a specific RIF separation notice may apply for non-DoD vacancies and will be selected if found to be in the best qualified group. Positions applied for must be at or below the grade level of the position from which the applicant will be separated, which does not have greater promotion potential than the position from which the employee will be separated.

D. Coordinate with other Agencies: The Agency, in conjunction with local Union officials, will contact Federal, State and local agencies in the commuting area for the possibility of job placement for affected employees. Coordination activities include, but are not limited to: (1) job fairs, (2) media advertisement.

E. Certificate of Expected Separation: Employees who receive a Certificate of Expected Separation are eligible for Department of Labor training and referral programs as well as the ICTAP.

F. Use of Government Equipment: Employees will have access to the necessary government equipment (computers, faxes, copiers, etc.) needed to conduct a job search.

G. Permanent Change of Station (PCS): PCS costs will be paid when one of the following criteria is met:

1. Employees who are scheduled for RIF separation receive a job offer outside of their commuting area through the Priority Placement Program.

2. When paying PCS within the Agency, to DoD and other Federal agencies in accordance with government laws and regulations would be beneficial to the Agency and the affected or potentially affected employees. For example, paying PCS costs for an employee who is scheduled to be separated, and PCS costs would be less than the separation costs (severance pay, benefits, etc.)

H. Administrative Leave (Excused Absence): Up to 24 hours will be granted for the following purposes:

1. Employees scheduled for RIF separation will be granted administrative leave to attend job fairs in the local area.

2. Employees with a RIF separation notice, to include mock-RIF notice, will be granted administrative leave for the purpose of interviews.

3. Employees who receive a Change to Lower Grade (CLG) RIF notice will be granted administrative leave for interviews for positions above the grade level being offered in RIF. This includes time for interviews for jobs outside DoD, jobs with other Federal agencies, and for positions in the private sector.

4. All affected employees in the competitive area may be granted administrative leave for the purpose of preparing resumes.

5. All affected employees in the competitive area will be granted administrative leave in order to access Automated Systems to conduct job searches either on their work computer or a computer at their location established for this purpose.

SECTION 4 - RETRAINING PROGRAMS

A. Agency Training Programs: The Agency will retrain affected career employees, if necessary, when they are reassigned as a result of a RIF.

B. Department of Labor (DOL) Programs: Employees who receive a Certificate of Expected Separation will have access to all services DOL offers, to include the Workforce Investment Act and Dislocated Workers Retraining.

SECTION 5 - INTERNAL PLACEMENT PROGRAMS

A. Internal Placement List: Employees may be placed in vacant positions at the site, for which they are qualified, prior to the issuance of RIF notices (or Mock-RIF).

B. Agency Vacancies in the Commuting Area: All unfilled positions in the commuting area will be reviewed for possible assignment of Agency employees facing RIF action. If placement is possible, the position will be frozen and used in the RIF process.

C. Waiver of Qualification Requirements: Unfilled positions remaining after all RIF placements have been made will be made available for consideration of employees involved in the RIF.

D. Retention Allowances: If a temporary, but critical staffing situation exists, the Agency may approve payment of a retention allowance. Once the critical staffing shortage is alleviated, payment of a retention allowance will terminate.

E. Voluntary RIF: Once RIF notices are issued, employees in the competitive area not impacted by RIF may be notified of the Voluntary RIF option. Volunteers for RIF separation may be considered.

SECTION 6 - SEPARATION INCENTIVES

A. VERA/VSIP: A VERA/VSIP window will be opened in the competitive area in order to lessen the impact of the RIF. When the Agency offers separation incentives, such notice will be provided in advance to the Council and affected Local Presidents.

B. VSIP II: Employees in receipt of a RIF separation notice will be automatically registered for VSIP II when they are registered in PPP. This means that when an employee facing involuntary separation is registered in the PPP system, they are matched against not only vacant positions, but also encumbered positions in their commuting area where the current employee has made him or herself available for VSIP.

SECTION 7 - COUNSELING SERVICES

All Counseling Services will be coordinated with local bargaining unit representatives. Counseling services include, but are not limited to, the following:

A. Employee Assistance Program (EAP): All employees in the competitive area may use EAP services.

B. Job Placement Services: T he Agency will request the DOL to provide job placement services for all employees facing separation. As necessary, that effort may be supplemented though contractor-furnished assistance.

C. Financial Planning: Financial planning seminars will be conducted for employees facing separation or retirement**,** if requested.

D. Retirement Counseling: All employees, who elect to retire will be scheduled for individual retirement counseling, if requested.

E. VERA/VSIP Counseling: Counseling will be provided to each employee who receives a RIF notice on options for VERA/VSIP, to include financial incentives, severance pay, life insurance, health insurance, etc.

ARTICLE 34 - QUALITY INITIATIVES

We support initiatives that improve internal and external work products, and provide enhanced service to our customers. Examples of such programs and initiatives include, but are not limited to, idea/suggestion programs, process improvement teams/focus groups, robotics and automation, or similar programs. The Parties are committed to re-skilling employees in order to transition them for higher, value-added workload to support quality initiatives aligned with the Agency mission.

ARTICLE 35 - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1 – GENERAL

We agree to cooperate in providing equal opportunity for all persons to prohibit discrimination because of age, sex, race, religion, color, national origin, genetic information, or disability and to promote the full realization of equal employment opportunity (EEO) through a positive and continuing effort.

SECTION 2 - EEO COMMITTEES

A. The Parties mutually agree that we will work collaboratively with the Office of Equal Opportunity Programs (OEOP), through an EEO committee, to educate the DFAS family, monitor trends, gather feedback, and proactively address concerns in the EEO arena on a continuing basis. It is the Parties' intent that the committee will identify and provide recommendations to the responsible party for resolving issues quickly. Each EEO committee or Labor Management Committee (LMC) as appropriate shall develop a charter and identify available resources and how to access them. Where there is an active LMC, the EEO committee may relinquish responsibilities under this article to the LMC.

B. The LMC or the EEO committee will utilize existing data and reports as much as possible. If the committee determines a need they will be allowed to issue and use surveys to gather additional data to recommend action plans if needed. The responsible committee will make alternate options for submitting surveys available, where appropriate and/or feasible.

SECTION 3 - EXCHANGE OF INFORMATION

Through the procedures established for labor-management cooperation, the Parties agree to advise the other of outstanding equal opportunity problems of which they are aware. The Agency will provide the Union access to current EEO reports subject to applicable laws and other authorities.

SECTION 4 - TRAINING

A. The Agency will provide employees training and access to regulations, information, and processes related to EEO. Supplementary EEO training, when requested, will be coordinated with OEOP and made available on a voluntary basis. When the Agency has a qualified individual available on site they will provide training as practicable.

B. EEO resources will be made available to all employees containing information on employee EEO rights, identifying and/or resolving EEO issues, or filing complaints. The information resource houses EEO information recommended by the committees as gathered from various and diverse sources, which are made available through OEOP. The Agency will, as appropriate, distribute periodic information on EEO topics through various methods.

SECTION 5 - ACCESSIBILITY TO EEO COUNSELORS

A. The Parties agree to make employee access to the EEO program available through multiple resources. This shall include the availability of dedicated professional EEO counselors thru the Agency OEOP. These individuals will be available by phone, email, DFAS Portal website, and in-person/virtual appointment. Contact information for OEOP staff shall be displayed in areas accessible to all employees. Personal appointments will be available either through visits by employees co-located at the site where OEOP counselors reside, or by scheduled appointments during OEOP representative visits to other sites. Larger open forum sessions will periodically be conducted where there will be discussion of topics relevant to OEOP programs and/or question and answer sessions. Virtual options will be used when available.

B. For sites where there is not a permanent OEOP presence, OEOP will conduct site visits as requested by the Union, up to a maximum of four site visits per site per year. These visits shall provide for the scheduling of individual appointments. Management will ensure the appropriate facilities are available for these discussions. Upon mutual agreement between OEOP and the requesting Union Local, site visits (meetings) may be conducted virtually.

C. Official time shall be granted in accordance with Title 29 CFR 1614.

SECTION 6 - COMPLAINT PROCESSING

A. When first contacted by an aggrieved person, or very soon following initial contact (as prescribed by 29 C.F.R. Part 1614), the EEO counselor must inform the aggrieved person of the possible applicability of remedies.

B. The counselor will inform the aggrieved person of the requirement that they must choose one (not both) of the following processes:

1. A right to have his or her allegations of discrimination addressed in the negotiated grievance procedure of the collective bargaining agreement with a caution that the opportunity to raise allegations of discrimination will be lost if not raised in the grievance process.

2. A right to have his or her allegations of discrimination addressed under the EEO process.

C. The EEO Counselor is required to inform the aggrieved person that once they elect a forum, the aggrieved person is precluded from using the other forum to address the same matter.

1. For EEO complaints impacting bargaining unit employees, the Union shall be informed of all proposed remedies or corrective action to be taken as the result of an informal or formal complaint resolution. Any Privacy Act information shall be removed.

2. If the EEO counselor is unsuccessful at resolving the complaint at the informal stage, they will give the employee written notice stating their right to file a formal complaint under the statutory EEO procedure or that they may discuss the situation with their Union representative. For purposes of a timely filing, the timeframe specified in the grievance article begins on the date that formal written notice is issued.

ARTICLE 36 - PERSONNEL RECORDS

SECTION 1 – GENERAL

A. The Agency will not maintain any system of personnel records other than those authorized by the Office of Personnel Management (OPM) and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974.

B. The Agency will ensure that all PII not explicitly cleared for public release is protected from disclosure to unauthorized persons who do not have an official need for the information.

C. Employees will be made aware of, have access to for review, and be provided a copy of their file from any systems of records, to include supervisory files, upon request and not

otherwise restricted by law or other authorities, kept by their supervisor relating to their employment.

SECTION 2 – ELECTRONIC OFFICIAL PERSONNEL FOLDER (eOPF)

A. The eOPF 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 is used primarily by Human Resources in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services.

B. Material will be filed in the eOPF in compliance with applicable law and other authorities.

C. The Agency will provide an annual reminder to employees emphasizing the importance of reviewing and ensuring the accuracy of the documents contained in their eOPF. The eOPF reflects data elements that impact employee benefits and entitlements. It is available to employees via the DFAS Portal and should be reviewed for accuracy.

D. Employees and/or their designated representatives may contact Human Resources to coordinate and schedule the review of the employee's eOPF. If the representative seeks to review the eOPF without the employee present, the employee must provide written authorization to the Agency.

E. Authorized personnel, not employed by the Agency, may inspect an employee's eOPF 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 eOPF, and upon request, the information from this accounting will be made available to the employee.

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

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

SECTION 3 - SUPERVISOR'S RECORD OF EMPLOYEE

A. An employee and/or their designated representative may contact the supervisor to coordinate and schedule a review and/or receive a copy of any document maintained in the supervisor's record of employee. If the representative seeks to review the supervisor's record of the employee without the employee present, the employee must provide written authorization to the Agency. Many employee documents are available electronically to both the supervisor and employee. The supervisor's record of the employee may contain, but is not limited to, the following documents:

Part 1 - Basic Employee Contact and Emergency Notification Data

- Current home address and telephone number for employee
- Name and relationship of employee's next of kin (NOK) for death, casualty, or other emergency notification
- Current home and work addresses and telephone numbers for employee's NOK

Part 2 - Employee Position Data

- Current position description for the employee
- Emergency employee designation letter (if applicable)
- Emergency-Essential position agreement (if applicable)
- Copy of employee's latest SF-50

Part 3 - Employee Training Data

- Record of training classes or briefings received by the employee and dates of training
- Copy of employee's individual development plan
- Copy of employee's training plan (if needed)
- Copies of the employee's safety, security, or equipment training or certifications (if needed)
- Record of code of conduct, code of ethics, GTCC/IMPAC card, leave request policy, and telecommunications equipment use policy training

Part 4 - Employee Performance Data

- Current performance plan for the employee
- Copies of the last 4 performance appraisals for the employee
- Copies of special ratings received by the employee during the current rating period
- Summaries of performance counseling discussions during the current rating period
- Copies of awards granted to the employee
- Copies of work/performance samples or individual production reports during the current rating period
- Record of details, special assignments, and developmental assignments of 30-days or less

Part 5 - Employee Leave and Attendance Data

- Employee's approved work schedule
- Employee's projected leave schedule
- Pending and/or disapproved work schedules
- Pending and/or disapproved leave requests

Part 6 - Other Employee Data

- Copies of conduct or behavior counseling memorandums or warnings
- Copies of formal reprimands or other disciplinary actions effected against the employee

B. The supervisor's notes will be provided to the employee when used to support an adverse or disciplinary action, including counseling.

SECTION 4 - CONTROL OF RECORDS

A. 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.

B. Records referenced above will be maintained in accordance with law and other authorities.

ARTICLE 37 - DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1 - GENERAL

A. The objective of the discipline and adverse actions program is to promote the efficiency of the Federal service by establishing and maintaining high standards of integrity and conduct for those appointed to Government service and maintaining public confidence in the Agency.

B. Disciplinary and adverse actions should be taken as promptly as possible and must be taken in accordance with procedures and rights granted to employees by law and other governing authorities, as supplemented by this Article for employees covered by this agreement.

SECTION 2 - CORRECTIVE DISCIPLINE

All circumstances being the same in a disciplinary or adverse action case, the concept of like remedies for like offenses will be applied throughout the Agency. This provision shall not prevent the Agency from taking any appropriate action. All actions taken under this Article will be initiated in the most expeditious manner.

SECTION 3 - INVESTIGATIONS

A. An employee who is to be questioned in connection with an investigation may request representation by the Union at any time the employee reasonably believes disciplinary action may result. If the employee requests representation, no questioning will take place until the Union has been given a reasonable opportunity to be present. A copy of any written statements made by an employee will be provided to the employee or designated representative. Supervisors, employees, Union representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

B. After any notice of proposed action is given to an employee, the Union representative will be provided the opportunity to investigate and interview the parties to the incident.

SECTION 4 - DISCIPLINARY ACTIONS

A. It is DFAS policy that disciplinary actions should be imposed against employees at the minimum level necessary to correct and improve behavior. Prior to initiating disciplinary action, the Agency will obtain all available information concerning the incident and discuss the incident with the employee, if available. The employee has a right to representation during the discussion. If it is determined discipline is not warranted, the employee will be so informed.

B. Disciplinary actions are Letters of Reprimand and suspensions of 14 days or less. Such actions taken against an employee must be timely and supported by just cause and are grievable by the employee through the Negotiated Grievance Procedure Article.

C. Procedures for effecting disciplinary actions are as follows:

1. A Letter of Reprimand will state the reasons for its issuance and inform the employee of the right to grieve under the grievance procedure article. A Letter of Reprimand will remain in the employee's eOPF for a period of not more than one year unless removed earlier as a result of a grievance or arbitration decision.

2. Suspensions of 14 days or less.

a. An employee will be given advance written notice stating the specific reasons for the proposed action. The employee will be given ten (10) work days to present an oral and/or written reply to the proposal. The employee will be provided the rationale relied on to support the reasons given in the notice.

b. An employee who has been issued an advance written notice of suspension may request an extension of time in which to reply to the notice. The official designated to receive any reply will make a decision on such a request.

c. The Agency will issue a written decision as soon as practicable. The decision notice will advise the employee of the specific reasons for the decision and of the right to grieve the action under the Grievance Procedure Article.

SECTION 5 - ADVERSE ACTIONS

Adverse actions are removals, suspensions of more than fourteen (14) days, involuntary reduction in grade or pay, and furloughs of 30 calendar days or less, as included in subparts C and D, 5 C.F.R., Part 752. Actions based solely on unacceptable performance are addressed in the Performance Management Program Article. Adverse action shall be taken for such cause as will promote the efficiency of the service. Adverse actions will be effected in accordance with applicable laws, other governing authorities, and the following procedures:

A. An employee will be given at least 30 calendar days advance written notice of adverse action, except in those cases where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and except, with respect to furloughs, pursuant to 5 C.F.R. § 752.404(d)(2). The employee will be given at least

15 calendar days to present any oral and/or written reply. The employee or designated representative will be provided the rationale relied on to support the reasons given in the notice.

B. An employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The official designated to receive the reply will make a decision on such a request. The Agency will issue a written decision as soon as practicable . The written decision will inform the employee that the employee has the right to appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under the Negotiated Grievance Procedure Article, but not both.

SECTION 6 - ALTERNATIVES TO TRADITIONAL DISCIPLINARY AND ADVERSE ACTIONS

A. The purpose of informal corrective actions is to advise the employee of a problem, provide guidance on how to correct the misconduct, and encourage the employee to adhere to proper standards. These methods are not punitive but rather are considered to be forms of constructive discipline. These informal methods serve as evidence the employee has been put on clear notice should the misconduct be repeated.

B. Informal actions include, but are not limited to, verbal counseling, letter of counseling, letter of warning, and letter of concern. Informal actions are not disciplinary actions, and are not considered prior discipline when determining an appropriate penalty in future disciplinary or adverse actions. The informal actions provide the employee notification of expectations, sufficient opportunity to correct the misconduct, and clarity that continuing misconduct could result in disciplinary or adverse action. When an informal action is administered, it will be maintained in the Supervisor's Record of Employee for not more than six months.

C. Alternative Suspension Agreements (ASA). This is an option that allows the proposing official to offer an employee an alternative to a suspension. The decision to offer an ASA rests with the proposing official's assessment of the employee's specific situation and misconduct.

1. An ASA permits an employee to admit to the charges and specifications, accept the proposed penalty, and pledge to adhere to proper standards of conduct in the future; but it does not require the employee to serve the suspension or forfeit pay for the suspension. The employee must also waive the right to file a grievance, appeal, or complaint over the discipline. The ASA is filed in the employee's eOPF and is treated as if it is an effected suspension for the purpose of the table of penalties. The ASA remains a matter of record for a period of 2 years and is to be removed from the eOPF unless, as is noted below, the employee engages in subsequent misconduct.

2. If the employee commits subsequent misconduct that warrants disciplinary or adverse action during the time the ASA is a matter of record, the ASA will remain in the eOPF and will be cited by the Agency as a prior suspension when assessing the appropriate penalty for the new misconduct. An ASA does not place a suspension in abeyance, so an employee will

never be required to "serve out" a suspension covered by an ASA even if the employee violates the ASA agreement.

3. An ASA is not permitted once the reply period to the proposed suspension has ended.

D. Abeyance Agreements. Abeyance agreements are another option for supervisors as an alternative to discipline or adverse action that has been proposed but not affected.

1. The agreement waives or mitigates the penalty imposed subject to the employee's compliance with certain conditions described in the agreement over a specified period of time.

2. It can be imposed unilaterally by the Agency when doing so is determined to be in the best interests of the Agency. If established through mutual agreement, it must include not only the employee's agreement to the conditions specified but also the employee's waiver of appeal and grievance rights.

3. The agreement places a disciplinary action in abeyance, such that if the employee violates the terms of the agreement, the employee must serve the penalty originally waived.

ARTICLE 38 - GRIEVANCE PROCEDURE

SECTION 1 - GENERAL

A. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

B. Nothing in this Agreement shall be construed as precluding discussion between a bargaining unit employee and/or their designated Union representative and the supervisor or lowest level of management official with authority to address the issue in an attempt to resolve a matter of concern or dispute before a grievance is filed. Discussions or requests to discuss matters of concern or disputes will not serve to extend the 20 day time period to initiate a grievance related to those matters of concern or disputes.

C. Once a matter has been made the subject of a formal grievance under this procedure, nothing in this Agreement shall preclude the Union and the Agency from attempting informally to resolve the grievance.

D. Employees will be given reasonable time to meet, discuss, prepare for, and present their concerns and/or grievances, to attend meetings with Union representatives or management officials to discuss matters covered by this Agreement. The employee will obtain approval of his or her supervisor before engaging in these activities during work hours.

SECTION 2 – INFORMAL RESOLUTION

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis. These situations are concerns first before they become grievances. The Agency and Union agree that every effort will be made to settle employee concerns at the lowest level before initiating this article's Grievance Procedure.

SECTION 3 - SCOPE OF GRIEVANCE

A. A grievance means any complaint:

1. by any employee concerning any matter relating to the employment of the employee;

2. by any labor organization concerning any matter relating to the employment of any employee; or

3. by any employee, labor organization, or Agency concerning:

a. the effect, interpretation, or a claim of breach, of a collective bargaining agreement; or

b. any claimed violation, misinterpretation, or misapplication of any law or other authority affecting conditions of employment.

B. The procedure contained herein shall be the sole procedure available for resolution of grievances of employees in the unit and the Parties hereto, except as provided in Section 4 of this Article.

C. The Parties to this Agreement and all employees within the unit shall be entitled to use the procedures contained herein. The procedure will not be available to any employee outside of the unit.

SECTION 4 - MATTERS EXCLUDED

A. Excluded from the grievance procedure are:

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. (related to 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. Non-selection for promotion from a group of properly ranked or certified candidates for bargaining unit positions. This does not apply to the right to grieve over improper procedures used during the selection process for bargaining unit positions.

7. Termination of temporary promotion.

8. Termination while serving under a time-limited appointment.

9. Non-adoption of a suggestion.

10. Notice of proposed action which, if effected, would be covered by this Article.

11. Disapproval of honorary or discretionary awards.

12. The reassignment or demotion of an employee to a non supervisory position during the probationary period served by new supervisors.

13. Separation actions taken on an employee serving a trial or probationary period.

14. Disputes concerning application of Office of Management and Budget Circular A-76.

SECTION 5 - APPEAL OR GRIEVANCE OPTION

A. An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his or her option raise the matter under the appropriate statutory appellate procedure or under the provisions of this Article, but not both. For the purpose of this Section and pursuant to Section 7121(d) and (e) (1) of 5 U.S.C., an employee shall be deemed to have exercised his or her option under this Section at such time as the employee timely files a formal complaint of discrimination or notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of this Article, whichever occurs first.

B. Even where an employee elects to raise a matter under the provisions of this Article, the employee may seek further review of an arbitrator's decision in the applicable statutory procedure as provided by law and other authorities.

SECTION 6 - REPRESENTATION

A. An employee or group of employees who files a grievance under this procedure may only be represented by an individual designated by the Union. The provisions of Section 7 apply as appropriate.

B. Grievance resolutions must be consistent with the terms of this Agreement unless the Parties mutually agree to a variance in writing. The Union will be informed of any employee grievance filed under the provisions of this Article at the time such grievance is filed. The Agency will provide the Union with a copy of the employee grievance, which may be redacted or sanitized as necessary and appropriate in accordance with applicable law and other authorities.

C. A Union representative, who is an Agency employee, will be on official time when performing representational functions under this Article during normal duty hours. Travel and per diem for Union representatives, who are employees of the Agency, performing representational functions for Agency employees will not be paid absent mutual consent.

SECTION 7 - FORMAL GRIEVANCE PROCEDURE

A. STEP 1. A grievance concerning a particular act or occurrence shall be presented within twenty (20) work days after the date of that act or occurrence or the date the employee (or group of employees) became aware of that act or occurrence. A written grievance may be submitted by memorandum, as an attachment to an email, or as an email to the employee's supervisor or other appropriate management official who will act promptly to resolve the grievance. Refer to paragraph F for content requirements. A meeting may be held at the request of either the Agency or the grievant. If the grievant desires to have a meeting, he or she should request one in the written grievance. If a meeting is to be held, the management official must arrange such within five (5) work days after filing of the grievance. The meeting may be conducted in person, by conference call, or virtually. The deciding official will issue a written decision within ten (10) work days after the grievance meeting if one is held or receipt of the grievance if a meeting is not held.

B. STEP 2. If an employee is dissatisfied with the decision arrived at in Step 1, he or she may, within ten (10) work days of receipt of the grievance decision, alone or with a representative, present the grievance for further consideration by submitting the grievance in writing by memorandum, as an attachment to an email, or as an email to the appropriate management official above the level specified in Step 1. Refer to paragraph F for content requirements. The grievance may not include any allegations or issues that were not submitted for consideration at Step 1. The employee and/or Union representative will subsequently be informed of who in the management hierarchy above the deciding official in Step 1 has been designated to serve as the Step 2 deciding official. A meeting may be held at the request of either the Agency or the grievant. If the grievant desires to have a meeting, he or she should request one in the written grievance. If a meeting is to be held, the management official must arrange such within five (5) work days after filing of the grievance. The meeting may be conducted in person, by conference call, or virtually. The deciding official will issue a written decision within ten (10) work days after the grievance meeting if one is held or receipt of the grievance if a meeting is not held.

C. STEP 3. If an employee is dissatisfied with the decision arrived at in Step 2, he or she may, within ten (10) work days of receipt of the grievance decision, alone or with a representative, present the grievance for further consideration by submitting the grievance in writing by memorandum, as an attachment to an email, or as an email to the Organizational/Site

Director or designee at a higher organizational level than the deciding official at the previous step. Refer to paragraph F for content requirements. The grievance may not include any allegations or issues that were not submitted for consideration at prior steps. The employee and/or Union representative will subsequently be informed of who in the management hierarchy above the deciding official in Step 2 has been designated to serve as the Step 3 deciding official. This is the Final Administrative Review. The Final Administrative Reviewer will review the grievance and, if he or she desires, arrange for a meeting with the principals involved within five (5) work days from receipt of the grievance. The Final Administrative Reviewer shall give the grievant(s) a written decision within ten (10) work days after the meeting, if held, or within ten (10) work days after receipt of the grievance.

D. A grievance not satisfactorily resolved at Step 3 of this procedure may be referred to arbitration in accordance with the procedures specified in Article 39 in this Agreement.

E. The Agency will promptly furnish the Union a copy of the grievance and decision when the Union has not been named as the representative, which may be redacted or sanitized as necessary and appropriate in accordance with applicable law and other authorities.

F. Written grievances must be signed by the grievant(s) or their representative and must include the following data:

1. The name, position title, grade, and organization of the aggrieved employee(s).

2. A description of the basis for the grievance including specific facts, such as times, dates, names, and similar pertinent data.

3. A brief statement of any step(s) taken to resolve the grievance.

4. The personal remedy that is being sought.

5. Identification of the employee's representative.

6. If known, the specific section(s) of the Article(s) of this Agreement, or law or other authority with respect to personnel policy, practices, or other matters affecting conditions of employment that is subject(s) of the grievance.

7. If known, identify any issue(s) not resolved at the previous step.

G. For the purpose of this Article, receipt is defined as the date an individual personally receives a document and/or communication arrives in the individual’s or Agency’s email box, whichever occurs first.

SECTION 8 - UNION/AGENCY GRIEVANCE PROCEDURE

A. The purpose of this section is to establish an orderly and uniform procedure for the processing and disposition of Union/Agency grievances stemming from application of this Agreement. Disputes that arise between the Parties are encouraged to be informally resolved in a cooperative manner prior to filing a formal Union or Agency grievance.

B. Definitions:

1. "Union Grievance" means any complaint by the Union concerning the effect or interpretation, or a claim of breach, of this Agreement relating to the rights and benefits that accrue to the Union as the exclusive representative of bargaining unit employees. Grievances on behalf of employees are not Union grievances within the meaning of this procedure.

2. "Agency Grievance" means any complaint by the Agency alleging a breach of this Agreement by the Union, its officers or agents.

C. Union Grievances must be in writing, signed by the Union President (Council or Local President) or designee, and filed with the Site Director or Human Resources Director within fifteen (15) work days of the incident that gives rise to the grievance, or within fifteen (15) work days from the time the Union learned, or should have learned, of the matter out of which the grievance arose; Agency Grievances may be filed with the Union President by the Agency Human Resources Director within the same time limits.

D. Union or Agency grievances must: (1) cite the Agreement provision alleged to have been violated; (2) describe the violation with enough detail to advise the other party of the nature of the harm; and (3) state the remedy sought.

E. Procedure

1. Within ten (10) work days of the filing of any Union or Agency Grievance, the Agency designee (and any other management representatives deemed necessary to the Agency) will arrange a meeting with the Union President, or designee (and any other Union representative deemed necessary), to discuss the grievance. The meeting may be conducted in person, by conference call, or virtually.

2. Within ten (10) work days of the meeting, the responding party will issue a written decision to the grieving party.

3. If the grieving party is not satisfied with the response, it may invoke arbitration pursuant to Article 39.

SECTION 9 - MODIFICATION OF PROCEDURES

A. After a grievance has been timely initiated, the time limits at any step of the negotiated grievance procedures may be extended by the written, mutual consent of the Parties.

A reasonable extension justified by DFAS workload, Union caseload, or emergencies will be approved.

B. Employee grievances concerning formal disciplinary or adverse actions grievable under this Article will begin at the first level of Management above the deciding official. In these cases, the time limit for filing the grievance will be twenty (20) work days after receipt of the notice of decision.

C. An employee grievance concerning a performance appraisal will be initiated at the level of the approving official or higher level reviewer on the appraisal. In these cases, the time limit for initial filing of the grievance will be twenty (20) work days from the date of the final performance appraisal discussion.

D. Consistent with the provisions of this agreement addressing merit promotion, grievances over whether proper procedures were used in the selection process are initiated with Human Resources, using the information review process described in Article 26, Section 11, as Steps 1 and 2 of the formal grievance procedure. If the grievance is not resolved in this process at Step 2, the grievance may be filed at Step 3 with the Organizational or Site Director (or designee) having supervisory responsibility over the position vacancy involved in the grievance.

E. A conditional offer of relief is an acceptable method by which the Parties may voluntarily resolve and conclude a grievance at any stage of the formal process described in Section 7, above. When deemed appropriate, the management official considering the grievance may offer the grievant partial relief on the merits of the grievance and/or the requested remedy, conditioned on the grievant's acceptance in full and final resolution of the grievance. The grievant's voluntary acceptance of the partial relief offered in the grievance decision at that step constitutes a withdrawal of the grievance in exchange for the offered relief. If the grievant accepts the relief offered, the grievance is withdrawn and cannot be pursued further. The alternative presented in the written grievance decision if the grievant rejects the conditional offer of relief is that the management official denies the grievance. If this occurs at the third step in the formal grievance process, only the Union may pursue the matter further through the arbitration procedure in Article 39.

SECTION 10 - FAILURE TO MEET REQUIREMENTS

A grievance must be timely filed at the initial step. If either party fails to meet the prescribed time limits after the initial step, the grievance processing will continue (if pursued). If the grievance is not resolved and is submitted for arbitration, the arbitrator must decide the timeliness issue as a threshold matter before he/she may hear the merits of the case, if so requested by either party. The employee(s) or the Parties may withdraw the grievance at any time.

SECTION 11 - RECORDS AND DOCUMENTATION

The Agency shall, upon request, furnish the grievant(s) with pertinent records, regarding a grievance under this Article, subject to limitations of the Privacy Act or other authorities.

Information/data that cannot be shared with the Union or grievant so that a proper defense may be prepared cannot be used to support any action against an employee.

SECTION 12 - WITNESSES

All Agency employee(s) testifying on a grievance being processed under this Article shall be in a duty status. When teleconference or virtual attendance is an option for witness participation, travel for Union witnesses will only be approved after discussion and mutual consent. Travel and per diem of witnesses, at Agency expense, is subject to Agency authorization and approval prior to travel, subject to the JTR.

SECTION 13 - EXPEDITED GRIEVANCE PROCEDURE

A. We recognize the seriousness of certain personnel actions, which may be appealed through grievance procedures. To that end, we agree to the following expedited grievance procedure.

B. The Union may choose to place the following issues in the expedited grievance process in lieu of appealing through the normal steps of the grievance procedure:

1. Removal under Section 4303 of 5 U.S.C. as a result of unacceptable performance.

2. Removal under Section 7512 of 5 U.S.C. as a result of conduct.

C. If the Union desires to invoke the expedited grievance, it will notify, in writing, the Human Resources Director not later than one (1) work day after issuance of the notice of decision to remove. The Union may withdraw its request for the expedited grievance procedure at any time prior to the setting of the meeting date. The Human Resources Directorate will:

1. Return or retain the employee in a pay status pending the decision of the final administrative authority, not to exceed 7 work days following the originally scheduled effective date of removal unless mutually agreed otherwise.

2. The Final Administrative Authority, or their designee, will meet, as soon as possible, but not later than five (5) work days after receipt of the Union request for the expedited procedure for the purpose of resolving the grievance. The Final Administrative Authority will render a decision not later than one (1) work day after the meeting. The employee's designated Union representative will be allowed a reasonable amount of time to interview witnesses and for research purposes prior to the meeting with the Final Administrative Authority.

3. Notify the employee and the Union that the removal action is canceled if the Final Administrative Authority so decides.

ARTICLE 39 - ARBITRATION

SECTION 1 - GENERAL

A. This Article establishes procedures for the arbitration of disputes between the Union and Agency which are not satisfactorily resolved by the negotiated grievance procedure contained in this Agreement. If a grievance is not satisfactorily resolved under this Agreement, such grievance shall, upon written notification to the other Party, be referred to arbitration. Only the Union President or the Human Resources Director (or their designees) may invoke binding arbitration.

B. Arbitration may be invoked within twenty (20) work days after receipt of the final decision on the grievance. The Union President may invoke arbitration by submitting timely notice to the Site Director (or designee), or if the matter involves a grievance filed by the Council the notice will go to the Agency Human Resources Director. In all cases a copy will be provided to the Agency Labor Relations Office within one business day of the initial filing. The Agency may invoke arbitration by submitting timely notice to the Union President.

C. We agree that settlement discussions will be conducted between representatives of each Party after arbitration is invoked but prior to incurring an obligation to pay an arbitrator, in a cooperative effort to resolve the dispute before arbitration. The discussions may include exploring the use of alternative means to resolve the dispute, which may include but is not limited to mediation, interest-based problem solving, facilitation, and neutral fact finding. When arbitration is invoked, the use of an alternative means to resolve the dispute requires mutual consent.

SECTION 2 - SELECTION OF AN ARBITRATOR

A. The Parties agree to establish a list of 5 to 7 arbitrators covered by this Agreement, and mutually agree to use a common list for all sites. These arbitrators will be mutually selected and agreed upon from lists of qualified arbitrators provided by the Federal Mediation and Conciliation Service (FMCS).

1. The Parties agree to share jointly the cost of obtaining the lists of arbitrators from the FMCS.

2. In selecting panel lists of arbitrators from lists of qualified arbitrators obtained from the FMCS, the Parties mutually agree to employ striking, as follows:

a. The Parties may mutually agree that one Party may strike first. In the absence of agreement, a coin toss or other mutually agreeable method will be employed to determine which Party strikes the first name from the list of qualified arbitrators.

b. After the first Party strikes the first name, the other Party will strike a name. The Parties alternate in striking names from the list until 5 to 7 names remain. These remaining names will form the panel list of arbitrators.

3. As dictated by the circumstances (e.g., the retirement or death of an arbitrator on the list), the Parties may periodically revise these panel lists of arbitrators.

B. The panel list of selected arbitrators will be arranged in reverse alphabetical order and, whenever a need for an arbitrator arises, the Parties will jointly contact the arbitrators in sequential order, beginning from the name following the name of the arbitrator last selected to arbitrate a case, until one is found who is available and willing to take the case within the time frames established in this Article. If none of the arbitrators on the list indicate their availability, the Parties will jointly request a new list of arbitrators from the FMCS solely to hear the case at issue.

C. If either Party refuses (or fails) to participate in the selection process, the other Party may unilaterally contact the arbitrators using the panel list and, if no arbitrators on the panel list are available, may request a new list from the FMCS solely to hear the case at issue. If an arbitrator has not been selected within 30 days after invoking arbitration, the arbitration will be untimely, absent mutual consent to extend the period of time in which to select an arbitrator.

SECTION 3 - ARBITRATION PROCEDURES & TIME FRAMES

A. Within five (5) work days of either Party invoking arbitration, the Parties shall jointly contact an arbitrator on the panel list of arbitrators in accordance with the procedures described in this Article. If no one on the panel list is available, the Parties shall jointly request the FMCS to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) work days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, a toss of a coin, or other mutually agreeable method, will determine which Party will strike the first name. The Union and the Agency shall alternately strike one arbitrator's name from the list. The remaining person shall be the duly selected arbitrator.

B. The Parties will meet at a mutually agreeable date and time following the selection of an arbitrator and prior to the arbitration hearing to develop a joint submission which identifies the facts and exhibits to be jointly stipulated, and the precise issues to be resolved by the arbitrator, to include threshold issues, if any. If the Parties are in disagreement as to the issue(s), the positions of the Parties will be separately stated. A joint stipulation is encouraged in the interest of avoiding unnecessary delays in the arbitration hearing.

C. The arbitration hearing must be scheduled and held within thirty (30) calendar days of the selection of the arbitrator from the panel list. This time limit may be extended by mutual agreement of the Parties.

D. The arbitrator shall render and serve a written award on the Parties within thirty (30) calendar days of the date established by the arbitrator for the filing of closing briefs, or within thirty (30) calendar days of the hearing if closing briefs are not submitted.

SECTION 4 - COST OF ARBITRATION

A. If either party raises a threshold issue and prevails, the arbitrator may assign the cost of the arbitrator's fees and expenses to either one party or divide the cost between the two Parties, according to the outcome. In all other circumstances, the Parties agree to share equally the cost of regular fees, including reasonable travel expenses, of the arbitrator selected and assigned to a case. The Parties may wish to consult on the "reasonableness" of the arbitrator's charges. The travel and per diem shall not exceed that authorized by law.

B. The arbitration hearing will be held on the Agency's premises during the regular shift hours, Monday through Friday. In the event that it is necessary for the hearing to be held in facilities not under the administrative control of the Agency, the cost of such facilities shall be borne equally by the Agency and the Union.

C. Employees serving as Union representatives, grievant, and witnesses who are Agency employees and have direct knowledge of the circumstances and factors bearing on the case, shall be in a duty status to participate in the arbitration proceedings (i.e., without loss of pay or charge to annual leave). When teleconference or virtual option is available for witness or representative participation, travel for Union witnesses and representatives will only be approved after discussion and mutual consent. Travel and per diem, at Agency expense, is subject to Agency authorization and approval prior to travel.

D. By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the Parties desires a transcript of the proceedings, that Party shall be responsible for making arrangements for and the full cost of the transcript. If the other Party later wishes a copy of the transcript, that Party shall pay for half of the original cost.

SECTION 5 - AUTHORITY OF ARBITRATOR

A. We agree that the jurisdiction and authority of the arbitrator's opinions will be confined exclusively to the interpretation and application of the provisions of this Agreement.

B. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

C. The arbitrator will have the authority to make an aggrieved employee whole to the extent such remedy is not prohibited by statute or this Agreement.

D. The arbitrator's decisions will be final and binding. However, the Parties reserve the right to take exceptions to any award to the Federal Labor Relations Authority in accordance with its rules and regulations, and recognize the Grievant’s right to pursue an appeal to the appropriate administrative body, if applicable.

SECTION 6 - WITNESSES

A. At least ten (10) work days before the opening of the arbitration hearing, the Parties shall exchange lists of witnesses whom they expect to have testify. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness.

B. If one party wishes to challenge a witness identified by the other party the matter will be presented to the arbitrator at least seven (7) work days prior to the hearing date. Prior to the hearing date, the arbitrator will render a bench decision regarding whether the witness's testimony is relevant and necessary in deciding the issue(s) associated with the case, and to compel the presence of the witness at the hearing.

C. Except in unusual situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses.

SECTION 7 - GRIEVABILITY/ARBITRABILITY DECISIONS

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to hearing arguments on the merits of the original grievance. The arbitrator may elect to hold a separate hearing on the grievability and/or arbitrability of the matter, or the arbitrator may hold a preliminary hearing on the grievability and/or arbitrability on the same day the hearing on the merits of the case is scheduled. Additionally, the arbitrator may decide the grievability and/or arbitrability of the case through the presentation of briefs submitted by the Parties in advance of the date set for hearing the merits of the case.

SECTION 8 - EXTENSION OF TIME LIMITS

Time limits in this Article may be extended by mutual written consent of the Parties.

ARTICLE 40 - ALTERNATIVE DISPUTE RESOLUTION

SECTION 1 - COMMITMENT

The Parties are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods as an option to resolve disputed matters and to foster a good labor/management relationship. Employees, management, and Union officials involved in the development and use of ADR shall be trained in the principles and methods of ADR.

SECTION 2 - DEFINITIONS AND INTENTIONS

A. ADR is an informal process, which seeks early resolution of employee(s), Union and management disputes.

B. Any ADR process or programs must be jointly designed by the Agency and Union. ADR should be effective, timely and efficient, focus on conflict resolution and problem-solving and foster a cooperative labor-management relationship.

C. ADR utilizes methods which may include but are not limited to mediation, interest-based problem solving, conciliation, facilitation, and neutral fact finding. Examples of some sources for third-party mediators are trained management representatives, Union officials and other federal employees on a roster of trained neutrals.

SECTION 3 - RIGHTS AND RESPONSIBILITIES

A. The Parties have the responsibility of informing employees and management of the ADR option to resolve disputes. ADR should be undertaken in good faith.

B. Employees may voluntarily utilize the ADR process to resolve individual concerns with the mutual consent of the Agency and Union, except when using the EEO complaint process. The Agency and Union agree to encourage the use of ADR except for the most egregious or frivolous matters.

C. For the EEO complaint process, employees may voluntarily utilize the ADR process without Union consent.

D. Settlement agreements resulting from ADR processes are final when written, reviewed for legal sufficiency, and signed by the parties to the dispute or their representatives. The parties to the dispute have the authority to use ADR at all stages of the dispute.

E. ADR resolutions, and agreements to use ADR, are not precedent setting. Settlement agreements under ADR cannot conflict with or supersede negotiated agreements.

F. Agreements to enter into the ADR process must state the objectives of all parties to the dispute as well as a commitment from all parties to the dispute to resolve their differences in a non-adversarial environment.

G. ADR methods may be used prior to or during a grievance/ arbitration or statutory appeal. In the use of ADR processes, contractual time frames will be stayed by mutual agreement. Statutory or regulatory time frames cannot be stayed.

H. The Parties agree to ongoing evaluation to improve the process.

SECTION 4 - IMPLEMENTATION

The implementation of ADR is an appropriate subject matter for negotiation between the parties. Any change to ADR programs will be negotiated.

ARTICLE 41 - WORKPLACE VIOLENCE

SECTION 1 – COMMITMENT

A. The Agency and the Union are committed to promoting and maintaining a safe environment for DFAS employees. The Agency and the Union acknowledge a mutual responsibility to work with all employees to maintain a work environment free from violence, harassment, intimidation, and other disruptive behavior. This Article and the Agency's workplace violence policy are the vehicles by which to attain this commitment.

B. The Agency and the Union agree that acts or threatened acts of workplace violence must be dealt with swiftly to prevent further occurrences. We agree that all DFAS employees have the responsibility to report workplace violence to a supervisor, manager or appropriate security personnel. Individuals who commit such acts may be removed from the work area with minimal disruption and may be subject to disciplinary actions up to and including removal, criminal penalties, or both, if warranted.

SECTION 2 – GENERAL INFORMATION

A. Physical violence, threats, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated. Such behavior includes, but is not limited to, oral or written statements, or other actions that communicate a direct or indirect threat of physical harm.

B. The Site Director and Local Union President shall discuss summary reports of incidents of violence in the workplace as needed.

This Article may be locally supplemented.

ARTICLE 42 - INFORMATION SYSTEMS AND TELECOMMUNICATION EQUIPMENT

SECTION 1 - GENERAL

A. Agency policy and regulations provide the guidance for information and telecommunications systems used within the Agency. The Agency will be responsible for providing information briefings to the Local President and/or Council 171, upon request.

B. Information and telecommunications systems within the Agency are currently defined as personal computers, electronic mail, telephones, internet access, faxes and other communication systems and equipment.

SECTION 2 - ACCESS

A. Employees will be provided access to information and telecommunication systems, to

include video capability, to perform the duties of their position. Personal use of information and telecommunication systems will be consistent with Agency policy and guidance. The Agency Enterprise Local Area Network (hereafter referred to as the ELAN), computers, and equipment used to connect to the internet and to e-mail shall be used for official and authorized purposes only. Authorized purposes may include brief internet searches by employees for personal purposes, when they:

1. Do not adversely affect the performance of official duties by the employee's organization or the employee.

2. Are of reasonable duration and frequency, and whenever possible, made during the employee's personal time, such as, before or after duty hours or during lunch periods.

3. Serve a legitimate public interest by educating employees on the use of the internet or ELAN, and enhancing their professional skills.

4. Do not put the ELAN to uses that have the potential to reflect adversely on the Agency.

B. Employees should also be aware that the use of the Government information and communication systems is subject to monitoring, and that personal information placed on or transmitted over Government systems, regardless of whether such use is permitted or unauthorized, is subject to monitoring in the same manner as official information. Employees use the systems with the understanding that such use serves as consent to official monitoring for any type of use. Consequently, the Government information and communication systems should not be used for storing or transmitting any personal information that the employee wishes to keep private, even if the use is otherwise permitted under the regulations.

SECTION 3 - RESPONSIBILITIES

A. Employees are responsible for appropriate use of government owned equipment and materials and for reporting instances of inappropriate use.

B. Employees are responsible for utilizing the full range of communication tools, to include video capability. Expected use includes team/staff meetings, one-on-one performance discussions, mentoring, and customer interactions.

C. The Agency is responsible for documenting training, and providing applicable rules and guidance on personal use of material or equipment to employees (i.e., to include updates, and disciplinary and adverse action guidance) as required, or not less than annually.

ARTICLE 43 – INTERNAL PLACEMENT ASSISTANCE

SECTION 1 - GENERAL

A. The Agency will use the noncompetitive Placement Assistance List (PAL) to provide placement assistance or special consideration, based on statutory or regulatory entitlement. The Agency will work with the Union in placement assistance outside the local commuting area.

B. Placement assistance under this article is available to:

1. Employees who have been determined to be medically disqualified from their positions.

2. Employees who have been or will be displaced from their positions.

3. Employees who have been downgraded through no fault of their own.

4. Candidates who lost consideration under a competitive announcement.

C. PAL will not be used to find alternate placement for employees with performance or conduct issues.

D. Employees whose names appear on any of the placement or special consideration lists described below will be referred and/or placed on positions for which they meet the minimum qualification standards without regard to competitive procedures under Merit Promotion. Minimum qualifications cannot be waived for positions with a positive education requirement.

SECTION 2 – DEFINITIONS

A. Priority 1 – Medically Disqualified Eligible. Employees determined to be medically disqualified from their positions.

B. Priority 2 – Placement Assistance List (PAL) Eligible. Employees otherwise facing adverse action such as downgrade or separation resulting from management actions such as Reduction in Force (RIF), transfer of function, transfer of work, or reclassification.

C. Priority 3 – Repromotion Eligible. Employees receiving grade or pay retention due to involuntary placement in a lower graded position for reasons such as RIF, declination of functional transfer outside the commuting area, return from overseas, or other management-initiated action not for cause.

D. Priority 4 - Special Consideration Eligible. Employees denied consideration under a competitive announcement through no fault of their own.

E. Priority 5 – Reemployment Priority List (RPL) and Priority Reemployment List (PRL) Eligibles. These are employees who have been separated from DoD jobs in the commuting area.

SECTION 3 – PLACEMENT PROCEDURES

A. The Agency will identify and register eligible employees needing placement assistance. The Agency will further determine the priority applicable to each eligible employee.

B. Individual employees will provide a complete, current, accurate resume to assist in qualification and placement determinations. Failure to provide a resume will not prevent an employee from being registered in PAL.

C. The Principal Deputy Director, Deputy Director for Operations, and Deputy Director for Strategy and Support may grant exceptions to these procedures.

SECTION 4 – SPECIFIC PROCEDURES BY PRIORITY

A. Priority 1 - Medically Disqualified Eligibles.

1. Prior to being placed on the list of medically disqualified eligibles, an employee must:

a. Provide adequate medical documentation that the employee has a disabling medical condition preventing the employee from performing the duties of the current position.

b. Request accommodation.

2. The employee's supervisor will determine whether the requested or alternative accommodations can be made in the employee's current position.

3. If appropriate accommodations cannot be made in the employee's current position of record, the Agency will screen the employee's qualifications for all grade levels at or below the employee's current permanent grade and will place the employee's name on the list of medically disqualified eligibles. Every reasonable effort will be made to place the employee.

4. When a possible match is found, the Agency will work with the employee and the employee's health care provider to verify the match. The Agency will place the employee in the position upon verifying:

a. The employee's health care provider confirms the employee is able to perform the essential functions of the position, and

b. Reassignment to the position constitutes a reasonable and appropriate accommodation of the employee's medically disqualifying condition.

c. Placement is mandatory unless an exception is directed by the appropriate Deputy Director.

5. If an employee remains medically disqualified for the current position, and no reasonable placement opportunities are identified, or the employee is unable to perform the essential functions of any possible position match, the Agency will advise the employee of any remaining options available (e.g., retirement or other benefits). The employee will remain registered as a medically disqualified eligible up to the effective date of the appropriate administrative determination.

B. Priority 2 – Placement Assistance List Eligibles.

1. As soon as it is determined employees may be facing adverse action resulting from some management action, the appropriate Agency official or designee will notify the Union of the Agency decision (abolish a function or transfer or consolidate work), the need for placement assistance, and the numbers, series, grade or type of work of impacted positions to the maximum extent possible. The Union will be invited to attend any group meeting with affected employees.

2. The Agency will make every effort to place excess employees within the affected organization or work unit at the site before expanding efforts to the entire DFAS site. This effort will include assigning affected employees into vacant positions and matching excess employees against vacancies that would be created if employees on temporary promotions were returned to their positions of record.

3. If efforts to place employees within the organization or work unit are not sufficient, employees within those organizational elements will be given an opportunity to volunteer for outplacement. Any restrictions on an individual who may volunteer must be coordinated with the Union in advance and communicated to employees.

a. The Agency will determine an employee's eligibility to participate in the placement program. Eligibility is for those current employees at grade level GS-15 or equivalent and below, on appointments without time limitations, and facing downgrade and/or separation because of RIF or other management action not for cause. Employees identified for outplacement will be notified by their supervisor, and the Union shall be notified. Employees identified and notified should provide a resume to HR to facilitate placement and qualification determinations.

b. The Agency will determine the jobs for which each employee will be registered based upon OPM qualifications. At a minimum, employees will be registered for positions at their current permanent grade, for their current series and for other positions for which they qualify. Employees may not be registered for positions with greater promotion potential than the grade of the position of record at the time of registration. Employees on promotion potential positions may be placed on positions with the same target grade as their current position if there are no qualified PAL eligible employees available whose grade matches the target or intermediate grades of the position. If an employee on a promotion potential

position cannot be placed on a position with the same target grade, the employee will be placed at the current grade.

c. Volunteers will be matched by grade and series with positions to be abolished. If there are more volunteers than needed for a specific grade and series, volunteers will be identified for outplacement in order of SCD for leave, with employees having the higher seniority date being placed on the list.

d. If there are insufficient volunteers for a specific series and grade, employees will be identified for outplacement in inverse order of SCD (with employees having the least seniority) for the grade and series of positions to be abolished. For example, if an organization is reducing two management analyst positions and has no volunteers, then the two employees with the lower seniority will be placed on the PAL.

e. All Requests for Personnel Action (RPAs) will be cleared against the PAL for eligible employees. Employees referred by the PAL will be selected as an exception to competitive procedures established in the Merit Promotion Plan. When there is only one eligible employee, the selecting supervisor will be advised of the match, and the employee will be placed into the position. If there is more than one eligible employee on the PAL, the supervisor must select from among the list of PAL eligibles, unless the appropriate Deputy Director approves an exception. Absent an approved exception, placement of employees through the PAL is mandatory.

f. Employees may be placed or considered for vacancies for which they do not meet minimum qualifications when authorized by the appropriate Deputy Director, if the employee can reasonably be expected to perform the duties of the position with only a brief period of orientation and training as determined based on the nature of the work and the complexity of the duties to be performed. This brief period of orientation and training will not be less than six months from the start of the new assignment.

g. If a placement through PAL would substantially change the working conditions of an employee (e.g. travel, physical requirements, mobility agreements), the employee may request an exception to placement in the position.

4. PAL eligibles will be removed from the PAL when one of the following events occur:

a. The employee is placed in a position of the same grade (or higher) or same representative rate (or higher) as the position of record when registered.

b. The involuntary personnel action (e.g., RIF separation or change to lower grade, separation for declining a TOF outside the commuting area) becomes effective.

c. The employee is separated or changed to lower grade as a result of a performance-based or other disciplinary action.

d. The employee resigns or retires.

e. The employee requests removal from the PAL or declines a valid placement position. The employee will be notified that the Agency retains the right to initiate a reassignment outside the PAL process.

C. Priority 3 – Repromotion Eligibles.

1. Employees receiving grade or pay retention due to involuntary placement in a lower graded position for reasons such as RIF, declination of functional transfer outside the commuting area, return from overseas, or other management initiated action not for cause will be registered for placement assistance as a Priority 3 at the time of the qualifying personnel action. Employees who were downgraded while employed at another agency are also eligible and will be registered when identified as repromotion eligibles.

2. The Agency will determine the series and grades for which the employee will be registered. An employee may be registered for any pay plan and any occupational series for which the employee is qualified, and for grades at or below the level of the position from which the employee was downgraded. Employees will not be registered for positions that offer known promotion to a grade higher than the one from which demoted.

3. Qualified repromotion eligible employees will be referred for vacancies in all serviced activities in the commuting area and will receive consideration in advance of other candidates not entitled to priority consideration. Selection is not mandatory.

4. Repromotion list eligibles will be removed from placement assistance when one of the following occurs:

a. An employee on grade retention is selected, competitively or noncompetitively, for a position with an equal grade, an equivalent grade in a different pay system, or a higher grade than the grade of the position from which the employee was downgraded.

b. An employee on pay retention is selected, competitively or noncompetitively, for a position having a rate of basic pay equal to or higher than the employee's retained rate.

c. The employee declines a reasonable offer received as a result of placement assistance. The job offer and declination will be documented in the employee's repromotion file.

i. An offer is reasonable offer when the conditions (e.g. travel, physical requirements, shift work, mobility agreement) of the offered position are similar to those of the position from which the employee was downgraded. For example, if an employee was downgraded from a position that did not require significant travel, the employee will not be removed from placement assistance for declining a position that requires frequent travel.

ii. An offer to an employee on grade retention is reasonable if the offer is to a position at the same, equivalent, or higher grade as the position from which the employee was downgraded; however, if an employee on grade retention declines an offer at an intervening grade, the employee will only be removed from placement assistance at and below that grade level. The employee will continue to receive placement assistance for higher grades, up to and including the grade from which the employee was downgraded, unless further declinations occur.

iii. An offer to an employee on pay retention is reasonable if the offer is to a rate of basic pay equal to or higher than the retained rate; however, if an employee on pay retention declines an offer to an intervening rate of basic pay, the employee will continue to receive placement assistance for positions with higher rates of pay, up to and including the employee's retained rate of pay.

d. The employee is reduced in grade for personal cause or at the employee's request (based on the actual grade of the employee's position rather than the employee's retained grade).

e. The employee resigns or retires.

f. The employee's pay retention expires. Employees granted pay retention are registered during the period of grade retention and remain registered during the period of pay retention.

g. The employee accepts a position in an activity with another agency.

D. Priority 4 – Special Consideration Eligibles.

1. Applicants/Candidates, including employees, who failed to receive proper consideration due to a harmful error in a competitive promotion action through no fault of their own will receive special consideration. Special consideration is given in advance of the referral process, but there is no entitlement to selection.

2. Eligible individuals are accorded one special consideration for the next appropriate vacancy, using the same resume submitted for the position for which the individual failed to receive proper consideration. The next appropriate vacancy is one that meets all of the following conditions:

a. The position is of a similar type and in the same pay system as the position for which the candidate failed to receive proper consideration.

b. The individual qualifies for the position.

c. The position is at the same grade as the position for which the individual failed to receive proper consideration, with no higher promotion potential than the target grade of the position for which the individual failed to receive proper consideration.

d. The position is in the same geographic area as the position for which the individual did not receive proper consideration

3. When two or more candidates are entitled to special consideration, the selecting official may select any of the candidates.

E. Priority 5 – Reemployment Priority List (RPL) and Priority Reemployment List (PRL) Eligibles.

1. RPL Eligibles. DFAS employees in the competitive service who are separated by RIF, or those who are fully recovered from a compensable injury after more than one year, may be eligible for RPL consideration for up 2 years for DoD positions in the commuting area.

a. Currently, DFAS RPL eligibles receive placement assistance for DoD positions in their commuting area, through DoD procedures for registering, referring and tracking RPL eligibles.

b. In the event the current DoD process is no longer available, DFAS will utilize the local PAL referral system to provide placement assistance for DFAS RPL eligibles.

2. PRL Eligibles.

a. Excepted service employees who separate through no fault of their own are eligible for placement assistance through PRL if they meet the requirements described in Title 5, Code of Federal Regulations, Part 302.303(b) "Priority Reemployment List."

b. The eligibility period is two years, and registration is for positions within the commuting area where the employee separated or last served, or as DFAS may otherwise agree.

ARTICLE 44 - E/MSS (MYPAY) – ELECTRONIC LEAVE AND EARNINGS STATEMENT

A. The Parties previously agreed to encourage continued use of E/MSS (myPay) on a voluntary basis. As demonstrated, the use of myPay is a safe and secure method to receive Leave and Earnings Statements (LES). More than 95% of employees have voluntarily selected electronic delivery.

B. MyPay is accessible via Common Access Card (CAC) from a government computer and is also available on a personal device such as a laptop, tablet or smartphone. Employees can log into myPay using a Login ID and password where they can print or save all documents for later use.

C. Due to the security offered through myPay and the ease of access and use, beginning 1 January following the effectivity of the MCBA, and continuing each year thereafter, the Parties agree to default the LES delivery option in myPay to turn off LES hardcopy documents.

Employees wishing to continue receiving the hardcopy LES by mail will still be able to log into myPay and turn the hardcopy option back on.

ARTICLE 45 - MEMORANDUM OF AGREEMENT eW-2, WAGE AND TAX STATEMENT FORM

SECTION 1 – GENERAL

The Agency and AFGE Council 171 agree to establish a procedure for employees to obtain their Form W-2, Wage and Tax Statement Form, electronically (eW-2). The Parties recognize the need to move forward in the area of electronic government and its associated benefits. With this intent in mind, the Parties mutually agree to publish and promote the numerous benefits and cost savings resulting from this initiative.

SECTION 2 - PARTICIPATION

Participation in this cost-saving initiative is strictly voluntary. The employee has the option to select a hard copy W-2. In light of the voluntary nature of this initiative, the Parties agree to support an environment that promotes the voluntary participation in this program and is free from harassment and coercion of any kind.

SECTION 3 – ACCESS AND SAFEGUARDING PERSONAL IDENTIFIABLE INFORMATION

A. The Agency will make every effort to ensure that only the employee will have access to their eW-2 in accordance with applicable laws and regulations.

B. To the maximum extent possible, data will be secured utilizing data encryption methods consistent with other Agency personnel data security measures.

C. At the employee's option, they may print and/or save their own eW-2.

D. After reviewing their eW-2, employees who identify erroneous data will follow established Agency procedures for correcting pay records.

E. The Parties agree that a key factor in the success of this initiative is the communication of its existence and benefits.

F. To achieve this objective, the Agency will make available a list of frequently asked questions regarding the eW-2.

G. Employees will have the option to access their eW-2 from any location that supports the required security encryption.

H. The Agency will provide the Union with the available reports and metrics generated as a result of this initiative.

ARTICLE 46 - COMMON ACCESS CARD

This Article and other applicable authorities shall be the agreement for the CAC.

A. The Agency shall ensure that employee data is safeguarded in accordance with the Privacy Act, as amended.

B. The Agency will provide all necessary accommodations for usage of the CAC by disabled employees. The Agency will consider special needs of employees and provide accommodation, as appropriate, prior to use of the CAC for these individual employees.

C. The Agency shall provide employees with the ability to read data on their CAC at each DFAS site.

D. The Agency will respond to requests for information pertaining to the CAC.

E. The implementation of the CAC is not intended to replace the current time and attendance system. If the Agency decides to do so, the Agency will negotiate the implementation with the Union.

F. Employees will not be penalized for nonproductive time awaiting issuance/re-issuance or PIN reset of the CAC, through no fault of their own.

G. The Agency will ensure that all employees are provided training on the proper use of the CAC.

ARTICLE 47 - DRUG TESTING

As a result of March 2001 negotiations, the Agency and AFGE Council 171 agreed that the Agency has the right to implement the Agency Drug Testing Program, with the following understandings:

A. Impact and Implementation bargaining will continue as issues arise.

B. The Agency will provide the Union 14 calendar days advance notice before actual drug testing of bargaining unit employees begins.

ARTICLE 48 - NEGOTIATIONS DURING THE TERM OF THE AGREEMENT (Mid-Term Bargaining)

SECTION 1 - PURPOSE

A. This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.

B. During the term of this Agreement, either party may propose a matter within the scope of bargaining as appropriate for midterm bargaining. This may include changes to established personnel policies and practices, or those that may be newly formulated, which affect the working conditions of bargaining unit employees.

SECTION 2 – PROCEDURES FOR NEGOTIATING DURING THE TERM OF THE AGREEMENT

A. Either Party may propose changes in conditions of employment during the life of the Agreement which are not already covered by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than 30 calendar days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

1. The nature and scope of the proposed change;

2. A description of the change;

3. An explanation of the initiating Party's plans and date(s) for implementing the change;

4. An explanation of why the proposed change is being made.

B. The receiving Party will review the proposal and may respond to the initiating party in one of the following ways:

1. Request additional written information and/or a briefing to clarify or determine the impact of the proposed change. Such a request shall be made in writing within 15 calendar days of receipt of notice.

2. Submit a demand to bargain. This may occur either a) within 15 calendar days of the initial notice of the proposed change, or b) within 15 calendar days of the receipt of additional information.

3. Concur with the proposed change.

C. Should the initiating party not receive a response, the proposed change may be implemented as outlined in the notice.

D. Upon receipt of a proper demand to bargain, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. The Parties will schedule a meeting to bargain as soon as possible, but not later than 7 calendar days from receipt of the demand to bargain. Such a meeting should occur within 15 calendar days of the receipt of the demand to bargain.

E. The party demanding to bargain shall provide an initial set of questions/concerns/proposals concerning the proposed change prior to the meeting to bargain. Additional questions/concerns/proposals may be submitted until negotiations are complete.

SECTION 3 – GROUND RULES FOR MID-TERM BARGAINING

A. The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. These ground rules are intended to supplement the procedures set forth in this Agreement, and may only be changed by mutual consent.

1. Briefing Sessions. Either Party may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.

2. Arrangements. Negotiations will be held in a suitable meeting room provided by the Agency at a mutually agreed upon site. The Agency will furnish the Union negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room. The Parties may consider, through mutual agreement, to make use of other meeting methods (e.g. VTC, teleconference, Direct Connect Online).

3. The Agency will provide the Union negotiating team with customary and routine office equipment, supplies, and services, including but not limited to computer(s) with Internet access, telephone(s), desks and/or tables and chairs, office supplies, and access to at least one printer and one photocopier.

4. The starting date and the daily schedule for negotiations will be established by mutual agreement.

5. Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

6. During negotiations, each Party will signify, by authorized signature, agreement on each article/provision/Memorandum of Agreement, etc. Each Party will retain respective copies. This will not preclude the Parties from reconsidering or revising any agreed-upon item by mutual consent.

7. It is agreed that either team may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Agency. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

8. Agreement on a particular item shall not be considered complete until all proposals have been considered through mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been negotiated.

9. In the interest of the orderly conduct of negotiating sessions, the Parties agree only one person will speak at a time on behalf of a party, and then, only when authorized by the parties.

10. Unless otherwise agreed to, the Union will be authorized at least the same number of representatives on official time as the Agency has representatives at the negotiation table, however not less than six representatives. The designated Union negotiators will be on duty time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.

11. If any proposal is claimed to be nonnegotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its claim of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 7 calendar days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.

12. Any provisions disapproved during the Agency head review may be renegotiated by the Parties. The Parties will commence negotiations within a reasonable period.

13. Any provisions disapproved during Agency head review on the basis of being outside the scope of bargaining may be referred to the Federal Labor Relations Authority (FLRA) by the Union. Any provision found by the FLRA to be within the scope of bargaining will be reviewed within a reasonable time prior to being incorporated into the Agreement.

14. All timeframes in these ground rules may be modified by mutual consent.

15. The Agency will pay travel and per diem expenses for Union negotiators.

16. The alternate work schedules of the Parties will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted according to the agreed-upon hours of negotiations.

17. No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker to keep notes and records during the sessions.

18. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.

SECTION 4 - WAIVERS

Nothing in this Agreement shall be deemed to waive either Party's statutory rights.

ARTICLE 49 - SUPPLEMENTATION

SECTION 1 - AUTHORITY OF THE MASTER AGREEMENT

Any supplemental agreements shall not delete, modify, or conflict with any provision, policy, or procedure in this Agreement.

SECTION 2 - INTERPRETATION AND APPLICATION

Any third party interpretation involving a locally negotiated supplement shall only be binding on the parties to that supplement.

SECTION 3 - EXISTING LOCAL LABOR MANAGEMENT AGREEMENTS

All local labor-management agreements currently in effect which do not conflict with this Agreement shall remain in full force and effect until a supplemental agreement has been negotiated.

SECTION 4 - APPROPRIATE MATTERS FOR LOCAL NEGOTIATIONS

A. Only those articles in this agreement that specifically provide for supplementation may be supplemented locally.

B. Matters negotiated locally as provided in A above shall only be binding on those local parties.

ARTICLE 50 - REPRODUCTION AND DISTRIBUTION OF AGREEMENT

A. It is the intent of the Parties that the employees have access to the Master Agreement and supplements relative to their locations.

B. An official hard copy of the Master Agreement and supplements will be maintained by both the Union and the Agency. Additionally, the Agency shall provide the Union with 100 hard copies of the Master Agreement.

C. The completed agreement and any supplements will be posted to the Agency e-Library directly accessible through the DFAS Portal. Additionally, the Master Agreement and any applicable supplement will be posted on the principal website for each DFAS site where employees are represented by the Council. The posting will be organized so that the Master Agreement and relevant supplement(s) for individual sites will have their own repository (e.g. projects, folders, etc.). Initially and annually thereafter, notification by electronic mail to include links to each individual site repository (e.g. projects, folder, etc.) will be distributed to the workforce. Notification will also be distributed should there be any changes to the Master Agreement or supplements. Changes can only be made via mutual agreement between the Union and the Agency.

D. New employee orientation shall include information directing employees to the DFAS Portal repositories where the Agreement and supplements are located.

E. The Agency will make reasonable accommodations for employees requiring special arrangements to access the Master Agreement.

ARTICLE 51 - EFFECTIVE DATE, DURATION, AND CHANGES

SECTION 1 - EFFECTIVE DATE

This Master Collective Bargaining Agreement shall be effective on the date approved by the agency head, the Defense Civilian Personnel Advisory Service (DCPAS), or thirty-one (31) calendar days from the date it is signed, if the agency head does not approve or disapprove the agreement within the thirty (30) day period for agency head review.

SECTION 2 - DURATION

This Agreement shall remain in effect for three (3) years from the effective date and shall automatically be renewed from year to year thereafter, unless either Party gives written notice to the other Party of its desire to renegotiate this Agreement between 120 to 90 calendar days prior to the anniversary of the effective date. The Party providing the notice will provide a non-binding list of articles it wishes to change. In the event such notice is given by either Party, the Parties will begin negotiating ground rules for the renegotiations within sixty (60) days from the date of receipt of notice of the proposed changes. The Parties agree to honor the mandatory terms of this Agreement until such time as a successor agreement is complete.

SECTION 3 - INVALID OR ILLEGAL PROVISION

Should any part or any provision of this Agreement be rendered or declared invalid or illegal, by reason of any existing or subsequent law, rule, or regulation, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

DEFINITIONS

The following terms are defined to clarify their use with regard to the provisions of this Agreement.

Absence Without Leave (AWOL): an absence without prior approval, and is a nonpay status resulting from an Agency determination that it will not grant any type of leave (not even leave without pay) for a period of absence for which the employee did not obtain advance authorization or for which a request for leave has been denied.

Administrative Dismissal: the release of an employee or groups of employees without charge to leave or loss of pay. For example, when administrative dismissal is authorized because of weather conditions, disaster, or other emergency conditions, employees who reported for work will be dismissed without loss of pay or leave for the remainder of their work shift, except for those employees whose services are specifically required.

Adverse Action: removals, suspensions of more than 14 days, reduction in grade or pay, and furloughs of 30 days or less.

Agency: the Defense Finance and Accounting Service (DFAS).

Agency Grievance: means any complaint by the Agency alleging a breach of this Agreement by the Union, its officers or agents.

Alternative Dispute Resolution (ADR): ADR is an informal process, which seeks early resolution of employee(s), Union and management disputes.

Alternative Work Schedules (AWS): a flexible work schedule which allows employees to vary their arrival/departure times and number of hours worked on a given day or the number of hours worked each week.

Area of Consideration: the area in which the Agency makes a search for eligible candidates in a specific action to fill a position.

Bargaining Unit Employee (BUE): For purposes of this agreement, a bargaining unit employee is a DFAS employee whose position is included in any of the groups of DFAS employees described in Article 1, Section 2.

Basic Work Requirement (BWR): the number of hours, excluding overtime or compensatory hours, which an employee is required to work or account for by leave or credit hours within a bi-weekly pay period. For full-time employees, the BWR is 8 hours per day and 80 hours per pay period.

Call-back Overtime: 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.

Competitive Area: for reduction-in-force purposes, is an organizational entity in which employees compete with each other to determine who will retain his/her position, who will be separated, or who will be offered another position.

Competitive Level: that part of an Agency within which employees are in competition for retention in a reduction-in-force.

Compressed Work Schedule (CWS): means, in the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 work days. For the purposes of this Agreement the CWS is defined as the 5/4-9 schedule. Under this schedule, a pay period of 10 work days includes 8 nine hour days, 1 eight hour day, and 1 non-work day. Such schedules will be worked out based on mission requirements.

Concurrent Consideration: the simultaneous consideration of Agency and non-Agency candidates for competitive promotion**.**

Contagious Disease: a disease which is subject to quarantine, or which requires isolation or restriction of movement by the patient for a specified period prescribed by the health authorities having jurisdiction.

Core Hours: those hours employees are required to be present for work unless in a leave status, using credit hours, or on some other authorized absence.

Core Time Bands: those hours of the day that employees not on leave or other authorized absence are required to be present for work.

Credit Hours: hours worked in excess of the basic work requirement (8 hours per day and 80 hours per pay period for full-time employees), excluding overtime and compensatory time, at the election of the employee and approved by the supervisor or designee.

Credit Hours Taken: credit hours used as time off in lieu of other paid leave categories.

Daughter: For the purposes of the article on Family Medical Leave, a biological, adopted or foster child, stepchild, legal ward, or child who stands in the position of a daughter to the employee who is under 18 years of age or who is over 18 and incapable of self care because of mental or physical disability.

Demotion: a personnel action that moves an employee to (1) a position at a lower grade when both the old and new positions are under the General Schedule or under the same type graded wage schedule, or (2) a position with a lower rate of basic pay when both the old and new positions are under the same type ungraded wage scale or in a different pay-method category.

Detail: the temporary assignment of an employee to a different position, without change in status or pay, for a specified period of time.

Ergonomics: Ergonomics is the science of designing the job, equipment, and workplace to fit the worker.

Essential Function: the fundamental job duties of the employment position an individual holds or desires. It does not include the marginal functions of the position. A job function may be considered essential for any of several reasons, including but not limited to the following:

(i) The function may be essential because the reason the position exists is to perform that function;

(ii) The function may be essential because of the limited number of employees available among whom the performance of that job function can be distributed; and/or

(iii) The function may be highly specialized so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

Evidence of whether a particular function is essential includes, but is not limited to:

(i) The employer's judgment as to which functions are essential;

(ii) Written job descriptions prepared before advertising or interviewing applicants for the job;

(iii) The amount of time spent on the job performing the function;

(iv) The consequences of not requiring the incumbent to perform the function;

(v) The terms of a collective bargaining agreement;

(vi) The work experience of past incumbents in the job; and/or

(vii) The current work experience of incumbents in similar jobs.

Exclusive Representative: the American Federation of Government Employees (AFGE) entitled to act for and negotiate agreements for employees in the bargaining unit covered by this Agreement, and responsible for representing the interests of all employees in the unit represented without discrimination and without regard to Union membership. See Article 1 for further information.

Excused Absence: absence from duty administratively authorized without charge to leave or loss of pay.

Flexible Time Bands: that part of the schedule of working hours during which an employee may choose his/her time of arrival to and departure from the work site within limits consistent with the duties and requirements of the position.

Hazardous Duty: a duty performed under circumstances in which an accident could result in serious injury or death, such as a duty performed on a high structure where protective facilities are not used, or on an open structure where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist.

Hazardous Material: any chemical or substance, which by its nature presents a fire, explosive, reactive, or biological hazard.

Highly Qualified Candidates: candidates who, after rating, substantially exceed qualification standards for the position.

Imminent Danger Right: the right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an 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.

In loco parentis: Refers to the situation of an individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Inspection: a comprehensive survey of all or part of a workplace in order to detect health and safety hazards.

Knowledge, Skills, and Abilities (KSAs): selective factors that are used in the competitive promotion process, which consist of the specific job-related experience that is required for the position that is being filled.

Leave Without Pay (LWOP): a temporary nonpay and nonduty status (or absence from a prescheduled tour of duty) granted at the employee's request.

Leave Year: the period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

Medical Certificate: a written statement signed by a licensed practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

Merit Promotion Program: the process through which the Agency considers employees for vacant positions on the basis of merit. Vacant positions are usually filled through competition, with applicants being evaluated and ranked for the position on the basis of their experience, education, skills, and performance record.

Official Time: time authorized for Union officials and stewards to represent employees, resolve issues and concerns, and administer this Agreement.

On-call Overtime: 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.

Other Duties as Assigned: when used in a position description, it will normally mean tasks, which are reasonably related to the position, and are of an incidental nature.

Parent: Biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a son or daughter. This term does not include parents "in law."

Participation Rate: the DFAS workforce participation/representation rate of specific groups as compared to the National Civilian Labor Force (NCLF) for positions nationally advertised or Civilian Labor Force if advertising locally.

Performance Appraisal: the act or process of reviewing and evaluating the performance of an employee against the described performance standards for critical and noncritical elements.

Performance Plan: the written record of an employee's critical and noncritical elements and performance standards.

Performance Standards: a statement of the expectations or requirements established by management for each critical and noncritical element in a Performance Plan. A performance standard may include but is not limited to factors such as quality (how well).

Position Change: a promotion, demotion, or reassignment made during an employee's continuous service within the same Agency. A position change by any of these methods may also involve a change of official headquarters or post of duty within the Agency.

Position Classification: analysis of the kind of work, level of difficulty and responsibility, and the qualification requirements of a position, and placement of the position in a class and grade according to published standards.

Position (or Job) Description: a statement of duties and responsibilities comprising the work assigned to a civilian employee.

Probationary Period: trial period which OPM regards as a final and highly significant test, that of actual performance/conduct on the job, which no preliminary testing methods can approach in validity. It is during this period that the employee may be released without undue formality.

Progress Review: a review of the employee's progress toward achieving performance standards

Promotion: the change of an employee to a position at a higher grade level within the same job classification system and pay schedule or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

Qualified Candidates: candidates who meet established qualification requirements for a position.

Rating Officials: the individuals in the employee's supervisory hierarchy who prepare and approve employee performance plans and ratings (the rating supervisor, the reviewer, and the approving official).

Rating Period: the period of time, normally one year but not less than 90 days, for which an employee's performance will be reviewed and a performance rating assigned under an approved performance plan.

Reassignment: the change of an employee from one position to another without promotion or demotion.

Reasonable Time: the amount of time sufficient to show whether the employee can meet minimum performance standards. It will vary with the position and is dependent on such factors as the complexity and frequency of duties.

Reduction-in-Force (RIF): a separation of an employee from his or her competitive level, required by the Agency because of lack of work or funds, abolition of position or Agency, or cuts in personnel authorizations.

Reduction in Grade: the voluntary or involuntary assignment of an employee to a position at a lower classification or grade level.

Referral List: the certificate containing the names of the top ranked candidates eligible to be considered by the selecting official for competitive promotion.

Relevant Labor Force: the source from which the Agency draws or recruits applicants for employment or an internal selection such as a promotion.

Removal: the involuntary separation of an employee from employment.

Reorganization: the elimination, addition, or realignment of major functions or duties in an organization and/or organizational unit.

Representation Rights: the law states that "A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit."

Selecting Official: the individual delegated authority by the Agency to make the decision regarding the selection for placement into a position.

Selective Factors: knowledge, skills, or abilities essential for satisfactory performance on the job and represent an addition to the basic standard for a position.

Series: classes of positions similar in specialized line of work but differing in difficulty or responsibility of work, or qualifications requirements, and therefore differing in grade and pay range.

Serious health condition: In part, an illness, injury, impairment, or physical or mental condition that involves—

(i) Inpatient care (*i.e.,* an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity

or any subsequent treatment in connection with such inpatient care; or

(ii) Continuing treatment by a health care provider that includes (but is not limited to) examinations 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.

Servicing Payroll Office: the DFAS activity which is responsible for processing the pay of the employee.

Son: for the purposes of the Family Medical Leave, a biological, adopted or foster child, stepchild, legal ward, or child who stands in the position of a son to the employee who is under 18 years of age or who is over 18 and incapable of self care because of mental or physical disability.

Standard Tour of Duty: the specific hours in the standard 8-hour work day.

Standard Workweek: five 8-hour days, normally Monday through Friday, unless local circumstances require a different workweek for some employees. Full-time employees are on duty regularly 8 hours per day, unless on an alternative work schedule (AWS). Part-time employees are on duty on prescribed days and hours.

Standby Overtime: hours of work when the employee is restricted to their duty station, close to it, or their living quarters and they are required to remain in a state of readiness to perform work.

Subject Matter Expert: a person who has demonstrated knowledge and experience about the duties and responsibilities of a particular position (e.g., incumbents of similar positions, supervisors of the position, etc.).

Summary Rating: the written record of the appraisal of each critical and noncritical element and the assignment of one of five ratings to describe overall performance; i.e., Exceptional, Highly Successful, Fully Successful, Minimally Acceptable, or Unacceptable.

Temporary Promotion: an increase in pay grade for a specified period of time, after which an employee reverts to his or her previous pay grade.

Transfer of Function: the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except here the function involved is virtually identical to a function 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 local commuting area.

Union: the American Federation of Government Employees (AFGE).

Union Grievance: any complaint by the Union concerning the effect or interpretation, or a claim of breach, of this Agreement relating to the rights and benefits that accrue to the Union as

the exclusive representative of bargaining unit employees. Grievances on behalf of employees are not Union grievances within the meaning of this procedure.

Video Monitor: electrical equipment which displays images generated from the video output of devices such as computers.

SIGNATORIES

This Master Collective Bargaining Agreement between the American Federation of Government Employees (AFGE), Council 171 and the Defense Finance and Accounting Service (DFAS) is hereby signed and executed on the date indicated below.

Aaron P. Gillison Deputy Director, Operations Defense Finance and Accounting Service Chief Negotiator	Edward Abounader President AFGE Council 171 Chief Negotiator

Date

THE NEGOTIATING TEAM

The Defense Finance and Accounting Service thanks the following individuals who participated in the negotiation of this Master Collective Bargaining Agreement:

Representing DFAS employees, members of the American Federation of Government Employees, Council 171:

Ed Abounader President, Council 171	Jimmie Wattley Executive VP, Council 171	Denise Glover Treasurer, Council 171
Laurie Glicker Secretary, Council 171	Robin Smith West Region Vice President Council 171	Leslie Pelletier Local 294, Secretary

Representing DFAS Management:

Aaron P. Gillison Deputy Director, Operations	Pam Franceschi Site Director, DFAS Columbus	Ron Gambill Director, Information and Technology Payroll Systems
Elaine Ortiz Deputy Site Director, DFAS Cleveland	Tracy Meyer Chief of Staff, DFAS Cleveland	Mary Jelev Director, DFAS Indianapolis Accounting

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