

The background of the entire page is a stylized, wavy American flag. The stars are white on a blue field, and the stripes are red and white. The flag is centered and fills the entire page.

**DEFENSE FINANCE AND  
ACCOUNTING SERVICE  
OPERATING LOCATION  
MULTI-UNIT MASTER  
AGREEMENT**

**AGREEMENT BETWEEN  
DEFENSE FINANCE AND ACCOUNTING SERVICE  
AND  
AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES  
OPERATING LOCATION LOCALS  
(AFL-CIO)**

**Effective June 16, 1999**

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## **PURPOSE**

*This Agreement between the Defense Finance and Accounting Service (DFAS) Operating Locations and the American Federal of Government Employees Locals (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

### UNITS OF RECOGNITION

#### SECTION 1 - EXCLUSIVE REPRESENTATIVE

AFGE Locals, 53, 508, 601, 606, 904, 905, 1022, 1222, 1227, 1399, 1533, 1960, and 2510 are recognized as the exclusive representative of all employees in the units described in Section 2, entitled to act for and negotiate agreements covering all employees in the units.

#### SECTION 2 - RECOGNIZED UNITS

##### A. DFAS-Norfolk (Local 53)

INCLUDED: All general schedule employees employed by the Defense Finance and Accounting Office, Norfolk Operating Location, Norfolk, Virginia.

EXCLUDED: All management officials, supervisors, and all other employees described in Chapter 71 of 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

##### B. DFAS-Orlando (Local 508)

INCLUDED: All professional and nonprofessional general schedule employees of the Defense Finance and Accounting Service, Orlando Operating Location, Orlando, Florida.

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

##### C. DFAS-Dayton (Local 601)

INCLUDED: All professional and nonprofessional employees of the Defense Finance and Accounting Service, DFAS Dayton Operating Location, Dayton, Ohio.

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

##### D. DFAS Lexington (Local 606)



INCLUDED: All professional and nonprofessional employees of the Defense Finance and Accounting Service, Lexington Operating Location, Lexington, Kentucky.

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

E. DFAS-Lawton (Local 904)

INCLUDED: All professional and nonprofessional general schedule and wage grade (WG/WL) employees of the Defense Finance and Accounting Service, Lawton Operating Location, Lawton, Oklahoma.

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

F. DFAS-St. Louis (Local 905)

INCLUDED: All professional and nonprofessional employees of the Defense Finance and Accounting Service, St. Louis Operating Location, St. Louis, Missouri.

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

G. DFAS-San Antonio (Local 1022)

INCLUDED: All non-supervisory, nonprofessional employees, including term and temporary employees employed by the Defense Finance and Accounting Service (DFAS), San Antonio Operating Location, San Antonio, Texas.

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

H. DFAS- DFAS Seaside (Local 1222)

INCLUDED: All employees of the Defense Finance and Accounting Service, Seaside Operating Location (OPLOC) located in Seaside, California.

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

I. DFAS-San Bernardino (Local 1227)

INCLUDED: All professional and nonprofessional employees of Defense Finance and Accounting Service, San Bernardino Operating Location, San Bernardino, California.

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

J. DFAS-Pacific (Local 1229)

INCLUDED: All professional and nonprofessional employees of Defense Finance and Accounting Service, Pacific Operating Location, Ford Island, Pearl Harbor, Hawaii.

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

K. DFAS-San Diego (Local 1399)

INCLUDED: All nonprofessional employees of the Defense Finance and Accounting Service, San Diego, California.

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

L. DFAS-Oakland (Local 1533)

INCLUDED: All nonprofessional employees of the Defense Finance and Accounting Service, Oakland Operating Location, Oakland, California.

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

M. DFAS-Pensacola (Local 1960)

INCLUDED: All nonprofessional employees of the Defense Finance and Accounting Service, Pensacola Operating Location, located at Pensacola, Florida.

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

N. DFAS-Charleston (Local 2510)

INCLUDED: All nonprofessional employees of the Defense Finance and Accounting Service, Charleston Operating Location, Charleston, South Carolina.

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

**SECTION 3 - CHANGES TO UNITS**

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

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**ARTICLE 2**

**GOVERNING LAWS AND REGULATIONS**

**SECTION 1 - GENERAL**

We acknowledge that we are governed by all applicable Federal laws, including those in effect on the effective date of this Multi-Unit Master Agreement and those, which are subsequently enacted. We further acknowledge that we are governed by all applicable Government-wide, Department of Defense, and DFAS regulations in effect at the time this Agreement is executed. The Agency agrees to enforce all provisions under Chapter 71 of 5 U.S.C., The Federal Service Labor Management Relations Statute, but the Agency will not enforce any Government-wide rule or regulation promulgated after the effective date of this Multi-Unit Master Agreement which is in conflict with the provisions of this Agreement unless such rule or regulation is properly subject to the provisions of 5 U.S.C., 7116(a)(7).

**SECTION 2 - DFAS REGULATIONS**

It is agreed that those items in any new DFAS regulations that require mandatory action will be implemented as soon as practical following impact and implementation bargaining, if any. Those regulations that permit local supplementation will be negotiated with the Union (where applicable) before a supplement is published. While the supplement is being developed/ negotiated, the provisions of the previous supplement will continue as binding on both Parties.

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## **ARTICLE 3**

### **EMPLOYEE RIGHTS**

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

Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the Union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to acting in the capacity of a Union representative including presentations of its views to officials of the Agency, the Executive Branch, the Congress, or other appropriate authority. We agree to assure that employees are apprised of their rights under this Article and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

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

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

#### **SECTION 3 - EMPLOYEE NOTIFICATION OF WEINGARTEN RIGHTS**

A. Employees have the right to representation under 5 U.S.C., 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. The Agency shall annually inform all members of the bargaining units of their rights, as set forth in this Article.

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

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

D. The Union shall be given the opportunity to be represented at formal meetings between the Agency and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees.

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## **ARTICLE 4**

### **UNION RIGHTS AND DUTIES**

The following are some, but not all, of the Union's rights and duties as provided for in 5 U.S.C. Chapter 71.

#### **SECTION 1 - REPRESENTATION RIGHTS**

Section 7114 (a)(1) of 5 U.S.C. 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 WEINGARTEN RIGHTS**

Section 7114 (a)(2) of 5 U.S.C. 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.

### **SECTION 3 - PRODUCTION OF DOCUMENTS AND DATA**

Section 7114(b)(4) of 5 U.S.C. 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 5

### MANAGEMENT RIGHTS

A. Section 7106 of 5 U.S.C. 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 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."

B. See Executive Order 12871 as it pertains to 7106(b)1.

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## **ARTICLE 6**

### **LABOR - MANAGEMENT COMMITTEE**

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

A. The Parties agree there will be a Labor-Management Committee (LMC) at each OPLOC, which will meet regularly to discuss and resolve issues and problems of concern to the Union and the Agency. Issues to be discussed may include, but are not limited to, matters covered in this Agreement, such as grievances, hours of work, and so on.

B. The LMC is one of the mainstays of a healthy labor-management relationship, and any problems stemming from the implementation or administration of this Agreement may be brought before the Committee. The LMC will use a cooperative, interest-based approach to resolving issues and problems. To that end, permanent and alternate members of the Committee will receive training in interest-based, non-adversarial negotiations. This will build a foundation of trust and understanding, along with a familiarity with the concepts and methods of reaching mutually acceptable resolution of issues.

C. The LMC will attempt to come to a speedy resolution of any complaint, problem, or issue considered. The Committee will report directly to the Director/Deputy Director and Union President or their designees at each OPLOC, and any issue not resolved will be referred to that official for resolution.

#### **SECTION 2 - MEMBERSHIP**

The LMC will consist of at least six permanent members. The management official and the Union President (or their designees in their absence) will be permanent members. Alternates will be named to substitute for permanent members when needed.



**SECTION 3 - MEETINGS**

A. Meetings will be held monthly or as required. Issues to be considered at the meetings should be shared five workdays prior to scheduled meetings. A written agenda will be distributed to members by the Management official and the Union President at least two workdays prior to the scheduled meetings. The written agenda will normally include the following:

1. Issues to be discussed;
2. Names of members or alternates attending;
3. Names of any non-members and/or "experts" invited to participate in discussions and the issues they will be involved in; and
4. Time and place of the meeting.

**SECTION 4 - MINUTES**

A. An LMC member will be designated as recorder to take notes during each meeting. He or she will be responsible for preparing the minutes of the meeting and providing them to the Union President and the Management official, or their designee(s), for approval and signature. The minutes will be a permanent record of the Committee's meetings. Copies of the minutes will be maintained in the designated management official's office and in the Union's office.

B. A copy of the minutes will be sent to the Principal Deputy Director of the OPLOC. At the discretion of the Committee, information and feedback will be provided to OPLOC managers and bargaining unit employees on any issue considered during the meetings.

*Only Section 2 of this Article may be supplemented locally.*

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## **ARTICLE 7**

### **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, and regulations, and new developments pertaining thereto. Consequently, Union officers and stewards may be granted reasonable amounts of excused absence without charge to leave to attend American Federation of Government Employees (AFGE) 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 - AFGE-SPONSORED TRAINING**

- A. Delegates to the AFGE meetings/training will be identified in writing by the Union President.
- B. With approval of the Agency, delegates will be granted excused absence without charge to leave for attendance and travel with no expenses paid by the Agency.

#### **SECTION 3 - EXCUSED ABSENCES**

- A. Employees who are officials or stewards of the Union may be excused without charge to leave for the purpose of attending training sessions sponsored by the Union, provided that the subject matter of such training is of mutual concern to the Agency and the Union.
- B. Requests for excused absence to attend a training session will be submitted for consideration to the Agency. The Union will provide a summary of the training or an agenda to indicate that the training session is beneficial to both the Agency and the Union. Approval of excused absence to attend a training session will be contingent upon the supervisor's agreement that the employee may be excused.

#### **SECTION 4 - LIMIT ON TOTAL EXCUSED ABSENCES FOR TRAINING**

Each DFAS OPLOC may approve excused absences for training not to exceed 1,068 hours per calendar year. Should that be insufficient, the Union President will justify the need for additional hours to the Labor-Management Committee, which will make a recommendation to the Principal Deputy Director of the OPLOC.

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## **ARTICLE 8**

### **USE OF FACILITIES BY THE UNION**

The Agency will provide reasonable facilities (private office) to enable the Union to represent bargaining unit employees and work with the Agency to cooperatively implement and administer this Agreement. The specifics of facility support will be negotiated locally.

*This Article may be supplemented.*

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## **ARTICLE 9**

### **OFFICIAL TIME AND TRAVEL OF UNION OFFICERS AND STEWARDS**

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

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

#### **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. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees.
2. Presentation and processing of grievances.

3. Attendance at management-initiated meetings.
4. Participation on committees or panels as authorized by this Agreement.
5. Participation in proceedings before the Federal Labor Relations Authority (FLRA), in accordance with the FLRA's rules and regulations, and/or other third party hearings.
6. To negotiate "face-to-face" or to prepare, transmit, consider, and communicate on articles and issues through use of mail and telephone.
7. To consult with supervisors and management officials on matters of mutual concern.
8. To prepare requests or recommendations in connection with consultations or meetings with managers and supervisors on issues not involving grievances.
9. To conduct new employee orientations.
10. To review regulations.
11. To attend Agency meetings that advise the Union of changes in working conditions.
12. To review changes to working conditions.
13. To complete surveys.
14. To prepare the documentation that supports the Labor Management report.
15. To attend periodic meetings for the purpose of management presentations on matters of mutual concern.

B. Reasonable official time as requested by the president will be granted for officers and stewards to visit, phone, and write to elected representatives in support of, or opposition to, pending or desired legislation which would impact the working conditions of DFAS employees represented by the locals.

### **SECTION 3 - RELEASE PROCEDURE**

A. A Union representative will secure the approval of his or her immediate supervisor before performing labor management duties. The supervisor should approve the request, unless there is a mission requirement that would temporarily delay the departure. When such temporary delays occur, the parties will arrive at a mutually agreeable time for departure. The Union official will be given time to inform any bargaining unit employees involved in the delay.

B. When the Union representative leaves the work site on Union business, he or she will notify the supervisor of the purpose of the absence, departure time, and anticipated return time. The Union representative will notify their supervisor upon their return. Upon entering a work area other than his or her own to meet with an employee, the representative will advise the immediate supervisor of his or her 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 time to meet with their Union representative to discuss matters covered by this Agreement. The employee will obtain approval of 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 may contact their supervisors telephonically to notify them of the need to extend the anticipated return time.

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

#### **SECTION 4 - EQUAL REPRESENTATION**

We mutually agree that the number of Agency and Union officials at meetings will be equal, unless otherwise agreed upon.

#### **SECTION 5 - OFFICIAL TIME FOR COMMITTEES**

When committees are established that address mutual concerns, the Union will be given the opportunity to participate. When participating on such committees, official time will be used.

#### **SECTION 6 - LISTS OF UNION OFFICIALS AND REPRESENTATIVES**

The Union will provide a list of elected or appointed officers, stewards and their organizational work areas. This information will be provided to the Director which will notify affected supervisors. Changes to this list will be provided as necessary. Stewards will represent bargaining unit employees in their work area if practical and as determined by the Union. The Union may maintain a current roster of stewards in the space allocated for Union use on appropriate bulletin boards.

#### **SECTION 7 - LISTS OF EMPLOYEES IN THE BARGAINING UNIT**

The Customer Support Unit will furnish the Union with current lists containing names, position titles, grades, and organizations of employees in the bargaining unit, upon request.

**SECTION 8 - TRAVEL TIME**

Official time will be used when it is necessary for Union representatives to travel to other local DFAS work sites to accomplish their representational duties.

**SECTION 9 - EXCLUSIONS FROM OFFICIAL TIME**

A. Official time is not used for the following types of activities:

1. Matters pertaining to internal management of the Union.
2. Membership meetings.
3. Soliciting memberships.
4. Collecting of dues or assessments.
5. Campaigning for Union office.
6. Distributing or posting of Union literature, notices, and authorization cards.

**SECTION 10 - BINDING AGREEMENTS**

Only the Union President or designee can sign binding agreements with the Agency on behalf of the Union.

**SECTION 11 - REASSIGNMENT OF UNION REPRESENTATIVES**

The Agency will notify the Union when placing Union representatives on special assignments and/or details away from their normal work areas.

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## **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 "servicing payroll office" refers to the DFAS OPLOC which 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 his or her 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 OPLOC 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.
  - c. An employee's revocation may be received on the employee's anniversary date of the authorization, or during the 10-day period preceding. If the anniversary date cannot be determined, the revocation must be received during the first 10 days of the anniversary month.

#### **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 Deduction 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 activity to a bargaining unit position at another DFAS activity, 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 activity and the dues shall be remitted to the local union at the gaining activity. If an employee has timely executed an SF 1188, Revocation of Voluntary Authorization Dues, prior to his or her transfer, the losing activity 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 servicing payroll office by the AFGE Local at least 30 days prior to the change.

E. When the Local changes the amount of the basic payroll allotment, they will provide the servicing payroll office the following information:

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

### **SECTION 3 - TERMINATION OF AUTHORIZATION**

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

1. The employee retires
2. The employee dies
3. The employee is separated



4. The employee transfers to another Servicing Payroll Office outside the Agency.
5. The employee ceases to be a member of the bargaining unit.

6. A member may voluntarily revoke his or her allotment for the payment of the dues by completing SF 1188, or equivalent written notice, and submitting it in duplicate directly to the servicing payroll office. In any case, revocation will become effective on the first full pay period provided the requirements of Section 1.B.2 of this Article have been met. The Servicing Payroll Office will provide the AFGE Local appropriate notification of the revocation upon receipt. The duplicate copy of SF 1188, completed by the member may be used for this purpose.

B. When an employee is temporarily promoted out of the bargaining unit, dues will not be withheld during the period of the temporary promotion. However, dues withholding will be restored upon their return to the bargaining unit, unless the employee has followed revocation procedures as described in Section 1B(2) and 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 in the servicing payroll office.

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 servicing payroll office shall remit the payroll allotment deduction with a listing that contains the following:

1. The pay period designator must be the pay period ending date.
2. The names of employees from whom deductions were made and the amount of each deduction, their social security, number and their organization assignment code.
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 Deputy Director of their OPLOC for resolution.

*This Article may be supplemented.*

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## **ARTICLE 11**

### **HOURS OF WORK**

#### **SECTION 1 - STANDARD WORKWEEK**

The standard workweek is defined as 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. Part-time employees are on duty on prescribed days and hours.

#### **SECTION 2 - STANDARD TOUR OF DUTY**

The standard tour of duty is defined as the specific hours in the standard 8-hour workday. This will be negotiated at each OPLOC.

#### **SECTION 3 - ALTERNATIVE WORK SCHEDULES**

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

#### **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, unless precluded by emergency situations.

#### **SECTION 5 - BREAKS**

Employees may take two 15-minute breaks during their tour of duty.

**SECTION 6 - SHIFT WORK**

If the standard workweek at a OPLOC includes shift work, fully qualified employees may volunteer for reassignment to vacancies on another shift. If there are more volunteers than vacancies, the supervisor(s) will first select employees in the same work unit to fill the vacancies, according to their service computation date. Other procedures for shift work will be negotiated at each OPLOC.

**SECTION 7 - 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 supplemented.*

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**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 and family responsibilities, to take advantage of educational opportunities, to pursue recreational activities, to become involved in community or volunteer programs, and so forth. Accordingly, the Parties agree that supervisors 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) - is a flexible work schedule and does not allow a compressed work schedule. AWS 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. AWS Time Off - credit hours used at any time in lieu of other paid leave categories.

C. 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.

D. Core Hours - those hours each day that employees not in a leave status, using credit hours (AWS time off), or other authorized absence are required to be present for work. Occasional deviations from core hour requirements are permissible with prior supervisory approval. Core hours are established at each OPLOC 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.

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-workdays (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.

F. 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 OPLOC'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 OPLOCs. The Director of a given organization at each OPLOC 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 OPLOC Director (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 restricting AWS coverage for individual employees temporarily 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 “flextime” 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. Flextime schedules will be made to fit within the approved tour of duty for the employee involved. An employee may adjust his or her flextime schedule daily. The approved tour(s) of duty will be negotiated at each OPLOC.

F. Flextime schedules will be made to accommodate the core hours 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 OPLOC.

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. The parties agree that the employees under AWS will be compensated in a timely manner mutually agreeable to both employee and management for all directed and approved hours of work.

#### 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). Employees are responsible for meeting their job requirements, as well as their BWR.

2. Employees must present their work schedule (See Section 5) and their request for the use of credit hours (AWS time off) to their immediate supervisor in advance. Normally these requests must be made by COB Thursday of the preceding pay period and 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 insuring that mission

demands of their jobs will not be negatively affected by their absence. In granting approval for AWS time off, supervisors must insure that there will be adequate employee and supervisory coverage to meet operational demands.

3. Use of credit hours (AWS time off) may be for an entire workday or a portion of a workday 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 annual leave will take priority over requested use of credit hours (AWS time off).

5. Credit hours (AWS time off) may not be used/taken prior to being earned.

6. Credit hours may be earned and used in 15 minute increments.

7. Unless an absence has been approved in advance, full-time employees must work at least 8 hours every day, with a minimum of 1/2 hour lunch break. Any time less than 8 hours worked must be covered by (a) approved use of credit hours (AWS time off); (b) approved leave; or (c) use of compensatory time off.

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

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

10. Employees utilizing the AWS are expected, whenever possible, to schedule pre-arranged appointments using credit hours (AWS time off).

11. Disapproval of requested use of credit hours (AWS time off) 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.

#### **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: 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: All holidays will be 8-hour workdays under the AWS.

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

E. Other Absences and Leave: Failure to fulfill the BWR by the end of the pay period will result in an employee being charged approved or unapproved leave for the amount of time he/she lacks in meeting the BWR.

#### **SECTION 5 - AWS RESTRICTIONS**

A. All employees will return to an 8-hour workday during periods of temporary duty (TDY) and cannot earn credit hours.

B. Supervisors retain the authority and responsibility to temporarily restrict AWS coverage when required by mission requirements. In such circumstances, supervisors will coordinate with the employees involved in revising the work schedule to the degree possible.

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 flexible coverage or standard tour of duty for their respective OPLOC.

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

E. Time and Attendance will be maintained in accordance with the proper regulatory authority.

#### **SECTION 6 - RESOLVING CONFLICTING REQUIREMENTS**

A. In cases where a scheduling conflict arises in trying to satisfy the desires of two or more employees for AWS, supervisors will resolve the conflict by matching individual skills to workload requirements, or by referring to service computation date (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.

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## **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 covers circumstances such as temporary peak workloads or emergency situations requiring special action to preserve health, welfare, and safety of personnel or to protect Government property. As we make reference to the term overtime in this Article, we also include compensatory time and holiday premium hours. All applicable laws, rules, and regulations will be used in the application of overtime. In no circumstance will overtime assignments be made as reward or punishment. Normally, employees whose performance has been documented as less than fully successful may not be requested to work overtime. Overtime tasks will be performed by those employees who perform the work on regular duty time before requesting assistance from qualified employees outside the work unit. Hours of work officially ordered and approved in excess of 80 hours in a pay period will be administered as paid overtime or compensatory time.

#### **SECTION 2 - SCHEDULING AND APPROVAL**

A. The utilization of these hours must be authorized and approved orally or in writing by the appropriate designated authority. Overtime, compensatory time, and holiday premium hours will be scheduled, approved, and worked in increments of 15 minutes or multiples of 15 minutes.

B. 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. Whenever possible, the union will be given forty-eight hours notice of mandated overtime. Mandatory overtime will be assigned to those employees with the latest service comp date on a rotating overtime list when there are insufficient volunteers, unless special skills are needed.

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



D. The employee will be provided a 48-hour advance notice of scheduled overtime. Employees who report for scheduled overtime, which has been canceled, will receive two (2) hours pay if they were not notified of the cancellation.

E. Overtime will normally be accomplished on a volunteer basis. However, work units will maintain a rotating overtime list, based on service computation date, to ensure that overtime will be distributed on a fair and equitable basis. 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.

**SECTION 3 - CALL-BACK OVERTIME**

A. Call-back overtime is defined as irregular or occasional overtime work performed by an employee for which they are required to return to the place of employment to perform the work.

B. Employees shall be provided advance notice to the maximum extent possible of the requirement to perform call-back overtime work.

C. The overtime roster will be utilized and the supervisor will advise the employee that they are in a call-back status.

**SECTION 4 - ON-CALL OVERTIME**

A. On-call overtime is defined as those occasional situations when an employee is notified that they are subject to call during a specified period of time outside their normal tour of duty. Overtime shall be approved only for the specified period of the on-call condition which qualifies as hours of work as defined by governing laws, regulations, and decisions of the Comptroller General.

B. The overtime roster will be utilized and the supervisor will advise the employee that they are in an on-call status.

**SECTION 5 - STAND-BY OVERTIME**

A. Stand-by overtime is defined as 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. Their personal activities are substantially limited.

B. Employees required to remain in a stand-by status will be available to work and will be in a pay status.

C. The overtime roster will be utilized and the supervisor will advise the employee that they are in a stand-by status.

**SECTION 6 - ELECTRONIC DEVICES**

A. Pagers, and other electronic devices, such as cellular phones, beepers, etc., may be used as a convenience for on-call and stand-by employees. The use of devices will not establish the status (e.g., on-call or stand-by) of an employee. The supervisor is responsible for notifying the employee as to their status.

B. Procedures for the use of electronic devices are established locally.

**SECTION 7 - LEAVE POLICY**

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

**SECTION 8 - BREAKS AND LUNCH**

Employees who work overtime will be allowed a 15-minute rest break during the middle of each consecutive 4-hour period worked. A lunch break will be taken during an 8-hour overtime period.

*Section 6B may be supplemented.*

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**ARTICLE 14**

**ANNUAL LEAVE**

**SECTION 1 - GENERAL**

Annual leave is a right of the employee and not a privilege. Consistent with the needs of the Agency, annual leave, which is requested in advance, will be approved. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave to insure that annual leave is scheduled for use so as to prevent any unintended loss at the end of the year. When requested, employees will normally be advanced annual leave not to exceed the amount that can be accrued during the remainder of the leave year.

**SECTION 2 - CONSECUTIVE VACATION TIME**

For vacation purposes, supervisors will attempt to schedule workloads and annual leave in a manner which will permit each employee, if he or she wishes, to request up to two consecutive weeks in each year. Approvals of such requests are subject to the needs of the agency.

**SECTION 3 - RESOLVING CONFLICT**

In the event of a conflict of annual leave scheduling among employees at a given duty station, Service Computation Date (SCD) will govern, in the absence of personal hardship. SCD will be used on a rotating basis.

**SECTION 4 - LEAVE USAGE INCREMENTS**

Annual leave may be used in increments of 15 minutes.

**SECTION 5 - EMERGENCY ANNUAL LEAVE**

To request emergency annual leave, an employee will contact the leave-approving official as soon as possible, but normally no later than two (2) hours after the start of the OPLOC's standard tour of duty. Normally, an employee is expected to personally contact the appropriate leave approving official to request emergency annual leave. Under unusual circumstances, a supervisor will accept such requests from an intermediary. However, if an employee makes repeated requests for emergency annual leave, he or she may be required to personally contact the appropriate leave approving supervisor with such requests.

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## **ARTICLE 15**

### **SICK LEAVE**

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

Employees will earn sick leave in accordance with applicable laws, rules, and regulations. We recognize the sensitive nature of the information, including sick leave, contained on individual leave and earnings statements and agree that these statements will be handled in a discreet manner. An employee's right to privacy will be respected. Supervisors' questions concerning employees' health will be limited to those necessary to justify approval of sick leave. The Agency agrees that privileged information dealing with an employee's medical history will be safeguarded against unauthorized access. We recognize the insurance value of sick leave and agree to periodically issue a joint statement encouraging employees to properly use and conserve sick leave so it will be available in cases of extended illness or medical emergencies.

#### **SECTION 2 - APPROVAL AND NOTICE**

A. The agency shall grant sick leave to an employee when the employee:

1. Receives medical, dental, or optical examination or treatment;
2. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
3. Is required to give care and attendance to a member of his or her immediate family who is afflicted with a contagious disease; or
4. Would jeopardize the health of others by his or her presence at his or her post of duty because of exposure to a contagious disease.

B. An employee who becomes ill is responsible for personally notifying his or her supervisor, normally within two (2) hours after normal reporting time. Under unusual circumstances, a supervisor will accept such requests from an intermediary. If the degree of illness or injury of the employee's remote duty station prohibits compliance with the two-hour limit, the employee will report his or her absence as soon as possible.

### C. FAMILY FRIENDLY LEAVE ACT

1. The Agency shall grant sick leave, when requested, to provide care for a family member as a result of a contagious disease; physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

2. The Federal Employees Family Friendly Leave Act (FFLA) establishes a maximum limitation of 104 hours of sick leave during a leave year that may be used by full-time employees to care for a family member or to arrange for and attend funerals of family members for bereavement purposes.

a) A full-time employee may use a total of up to 40 hours of sick leave each year for these purposes.

b) A full-time employee who maintains a balance of at least 80 hours of sick leave may use an additional 64 hours of sick leave per leave year for these purposes.

3. The entitlement to use a total of up to 104 hours of sick leave (or the maximum allowed for part-time employees), in conjunction with a generous annual leave system, advanced annual leave, the leave transfer and leave programs, flexible work schedules, unpaid leave under the FMLA and compensatory time off will further assist the vast majority of employees to meet their sickness-related family care needs.

4. The basic limit for a part-time employee or an employee with an uncommon tour of duty is equal to the average number of hours of work in the employee's scheduled tour of duty each week. Additional sick leave, up to the amount accrued during a leave year, can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below twice the basic limit amount.

#### **SECTION 3 - PROOF**

A. Employees will be required to furnish proof of illness of a sick leave period of more than three (3) consecutive workdays.

B. The parties agree that an employee may be required to provide a medical certificate when abuse is suspected. Supervisors may opt to counsel the employee. If the employee's pattern does not improve, the supervisor will advise the employee, by written notice that for a certain period of time (NTE six (6) months) he or she must furnish a medical certificate for each absence from work which he or she desires to charge to sick leave.

#### **SECTION 4 - ADVANCE OF SICK LEAVE**

An employee who is ill or injured without sick leave to his or her credit should normally be advanced a maximum of 240 hours sick leave provided the employee substantiates the request with medical evidence and the employee is expected to return to duty after the period of illness or injury. 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 5 - 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 6 - LEAVE USAGE INCREMENTS**

Sick leave may be used in increments of 15 minutes.

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**ARTICLE 16**

**OTHER ABSENCES**

**SECTION 1 - REGISTRATION AND VOTING**

The Agency will publish, annually, a statement describing the applicable laws, rules, and regulations.

**SECTION 2 - FUNERAL LEAVE**

Leave will be approved subject to applicable laws, rules, and regulations.

**SECTION 3 - CLIMATIC AND EMERGENCY CONDITIONS**

Administrative dismissal is discretionary by the Agency and will be determined by locally established procedures. When administrative dismissal is authorized because of weather conditions, disaster, or other emergency conditions, all 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. 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.

**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.

**SECTION 5 - BLOOD DONATION**

Employees shall be granted administrative leave, not to exceed four (4) continuous hours in a workday, for the purposes of making blood donations and recuperating from donating blood, provided that such leave is approved in advance.

**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, rules, and regulations. The Agency agrees that every effort shall be made to satisfy the reasonable desires of employees with respect to approval of LWOP.

B. 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 sixty (60) days notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority 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 such a position is available. The employee will be trained as necessary. If the position does not exist, the employee will be placed in accordance with applicable regulations.

**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 workday or workweek, may elect to engage in alternative 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 workday 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. Compensatory time shall be credited to an employee on an hour-for-hour basis or authorized fractions thereof. 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 3, Climatic and Emergency Conditions, may be supplemented.*

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

A. The Family and Medical Leave Act (FMLA) of 1993 established a temporary non-pay status for a specific period of time which may be granted to eligible employees in accordance with applicable laws, rules and regulations. The Act provides a total of up to 12 administrative work weeks of unpaid leave during any 12-month period to take care of specified family and medical needs for eligible employees.

B. Definitions.

1. Eligible employee. To be eligible for family or medical leave (FML), a person must have completed at least 12 months of service as an employee. It does not include individuals employed on a temporary or intermittent basis.

2. Health care provider. A licensed doctor of medicine or osteopathy, Christian science practitioner listed with the First Church of Christ, Scientist in Boston MA, or other attending practitioner who is certified by a national organization and licensed by a state.

3. Parent. A biological parent or an individual who stood in that position to the employee when the employee was a child.

4. Reduced Leave Schedule. A leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

5. Serious health condition. An illness, injury, impairment, or physical or mental condition that involves any of the following:



a. Any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice, or residential medical care facility.

b. Any period of incapacity requiring absence from work or regular daily activities of more than 3 calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider.

c. Continuing treatment by (or under the supervision of) a health care provider (a) for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 days; or (b) for prenatal care.

6. 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.

7. Spouse. A husband or wife, as recognized by state law.

#### C. Purposes for which FML may be used.

1. Birth of a child of the employee and care of newborn child of the employee (within one year after birth).

2. Placement of a child with an employee for adoption or foster care (within one year after placement).

3. Care of a spouse, child or parent with a serious health condition.

4. Serious health condition of an employee that makes the employee unable to perform duties of their position.

#### D. Other provisions.

1. FML may be granted for up to 12 administrative work weeks during any 12 month period.

2. The 12-month period begins on the date an employee first takes FML.

3. An employee is responsible for requesting their entitlement to FMLA leave.

4. An employee may elect to substitute annual leave, sick leave or other paid time off for FML, consistent with applicable laws and regulations.

#### E. Procedures.

1. When foreseeable, an employee is responsible for providing notice of their intention to take FML not less than 30 days before the date the leave is to begin, so as not to disrupt the agency's operations. However, this may not always be possible in the event of serious health conditions that arise unexpectedly.

2. FML used to care for a family member or for a serious health condition of the employee must be supported by a medical certificate.

3. A request for FML must be submitted to the immediate supervisor in writing, and include the effective date the FML will begin and whether the employee elects to use paid leave during the FML 12 week period. A statement of the care required and the amount of time needed to care for the family member, along with a certification by the physician or health practitioner, 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.

4. 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.

F. Specific rights, duties, and responsibilities regarding the Family and Medical Leave Act of 1993 are found in Public Law 103-3.

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## **ARTICLE 17**

### **HEALTH AND SAFETY**

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

The Agency will provide and maintain a safe and healthy workplace for its employees and comply with applicable laws, regulations, and standards, to the extent of its authority. We recognize our respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices. The Agency will have a safety program which includes proactive accident prevention, fire prevention, cardiopulmonary resuscitation (CPR) and first-aid training, safety and health awareness publications, training aids, recognition, awards, and general publicity for the program. Employees are expected to follow health and safety guidelines and practices, including the wearing and use of protective equipment

and clothing. 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. 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.

B. Inspection - 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 circumstances 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.

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

D. 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.

## **SECTION 3 - CORRECTING CONDITIONS AND REPORTING**

A. We agree to encourage employees to report any unsafe acts or conditions immediately to the supervisor. The supervisor will submit such reports to safety officials. The Agency will advise the Union as to the final disposition of reports. The Agency shall take timely action, within its control, to alleviate unsafe or unhealthful working conditions.

B. The detection of unsafe and unhealthful working conditions at the earliest possible time and the prompt correction of related hazards at the lowest possible working level are essential. Employees who are assigned duties or work in conditions that they reasonably believe could endanger their health or well being shall notify the supervisor of the situation 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. Supervisors will make reasonable efforts to assign work outside the affected work areas and

contact safety or occupational health activities to promptly investigate the conditions to determine whether work may proceed.

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 and employees will make every reasonable effort to maintain a safe, healthful, and sanitary work environment. This includes training in the proper evacuation of buildings, use of safety equipment, and use of protective equipment and clothing in the work area.

F. The Agency will also 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 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. 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 role 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.

When a Union representative participates, official time will be used. 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.

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

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

#### **SECTION 6 - PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

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. The Agency will furnish first-aid kits and ensure that an adequate number of employees are qualified to administer first-aid.

E. When an employee is provided ergonomic furniture and is relocated, that furniture, or equivalent, will be provided at the time the employee is relocated.

#### **SECTION 7 - HAZARDOUS ASSIGNMENTS**

A. Employees should be protected from exposure to hazardous material 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.

B. Employees will document any exposure resulting in on-the-job injuries, illnesses, or occupational diseases by following Office of Workers' Compensation Programs procedures (see Article on Disability Compensation).

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

#### **SECTION 8 - BUILDING SECURITY**

We agree that management is responsible for security at each OPLOC for the areas that they have control over and occupy.

*This Article may be supplemented.*

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## **ARTICLE 18**

### **DISABILITY COMPENSATION**

#### **SECTION 1 - RESPONSIBILITIES**

A. The U.S. Department of Labor (DOL), Office of Workers' Compensation Programs (OWCP) administers disability compensation benefits for civilian employees in accordance with the Federal Employees Compensation Act (Chapter 81 of 5 U.S.C.). The Act prescribes civilian employee compensation benefits for disability arising from personal injury or disease sustained while in the performance of duty. The Act and OWCP procedures also provide for job retention rights, long-term disability situations, and the payment of benefits to dependents if a work-related injury or disease causes an employee's death. In order for an employee to qualify for benefits, it must be established that injury, illness, or death was directly related to employment, or that a prior injury or illness was accelerated or aggravated in the course of employment. However, employees cannot receive disability compensation benefits if the injury or death is due to willful misconduct, intention to bring about injury or death to oneself or another, or if intoxication is the proximate cause of the injury.

B. The Agency accomplishes its disability compensation responsibilities through appropriate Human Resources, safety and/or occupational health organizations as well as by the efforts of supervisors and employees. The Agency may provide access to and/or arrange for medical care facilities for examination and treatment of injured employees.

1. In accordance with applicable law, regulations, or directives, the Agency and/or supervisors will authorize employees medical care for work-related injuries or occupational diseases. They will provide proper forms; advise of rights to use annual, sick, or leave without pay when the injury, illness or disease renders the employee incapable of performing assigned duties; ensure that any claims for benefits are submitted promptly to OWCP; and contact OWCP to assure timely action on claims. The Agency may challenge claims by submitting information to OWCP. In addition, an employee who suffers a job-related traumatic injury will be advised of rights to receive Continuation of Pay (COP), if eligible.

2. Training will be provided on how to handle work-related injuries. Training will be furnished to new employees on the governing law, regulations, directives, and local procedures. Periodic updates will be provided to other employees including those working on shifts. Such education will include explanations of benefits and the forms to use in reporting injuries and occupational diseases.

C. Employees are responsible for immediately reporting to the supervisor all injuries, illnesses, and occupational diseases which occur on the job, and recurrences of work-related injuries, illnesses, and occupational diseases. This will normally be done in writing, using OWCP forms and procedures. If the employee is incapacitated, notification actions may be taken by someone acting on his or her behalf, including an Agency official, family member, union official, or other representative. The employee has the responsibility of providing evidence that the claimed condition and the disability, if any, were caused, aggravated, or adversely affected by his or her Federal employment.

D. Supervisors are responsible for ensuring that employees are counseled on rights, options, and benefits. This includes information such as: rights to file for benefits, conditions of coverage, claim forms and procedures for processing claims, transportation information, payment for medical care, continuation of pay during time lost from work, leave usage, and re-employment rights following recovery from an injury, illness, or occupational disease. Supervisors should furnish necessary forms, assist employees in properly completing forms, provide completed copies to employees, and advise employees to obtain a description of work restrictions if light or limited duty is possible during periods of rehabilitation or recovery. The supervisor and Agency must not attempt to prevent an employee from filing a claim under any circumstance. The OWCP is the final authority in such determinations.

E. All personnel are responsible for respecting the dignity, privacy, and rights of injured employees to file claims, to obtain necessary medical treatment, and to accept light or modified duty during rehabilitation or recovery.

## **SECTION 2 - TYPES OF INJURIES**

A. A traumatic injury is a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable by time and place of occurrence and member of the body affected; it must be caused by a specific event or incident or series of events or incidents within a single day or work shift. Traumatic injuries also include damage to or

destruction of prosthetic devices or appliances, including eyeglasses and hearing aids if they were damaged incidental to a personal injury requiring medical services. Such injuries require filing of a CA-1 and other forms.

B. An occupational disease is a condition produced in the work environment over a period longer than 1 workday or shift. It may result from systemic infection; repeated stress or strain; exposure to toxins, poisons, or fumes; or other continuing conditions of the work environment. Such injuries require filing of a CA-2 and other forms.

C. A recurrence is a spontaneous return or increase of disability due to a previous injury or occupational disease without intervening cause, or a return or increase of disability due to a consequential injury. A CA-2a and other forms should be filed.

### **SECTION 3 - MEDICAL SERVICES**

A. If an employee requires medical treatment because of injury, the supervisor or other designated official should promptly complete the front of the CA-16 and other forms. Medical care will be authorized in accordance with OWCP procedures. With prior approval of OWCP, a CA-16 may be used in occupational disease cases.

B. The employee is entitled to select the physician or facility which is to provide medical treatment. If the Agency provides access to and/or arranges medical care facilities for the examination and treatment of injured employees, use of such facilities may not be mandated.

C. When transportation to obtain medical care is not furnished by the Agency, information on transportation alternatives will be made available. The employee may be reimbursed for appropriate travel expenses as authorized by governing OWCP procedures.

D. Disputes concerning the validity of medical claims will be resolved as specified by OWCP procedures.

### **SECTION 4 - CONTINUATION OF PAY (COP)**

The day, or portion thereof, on which the employee is injured or becomes ill from a work-related cause will be treated as excused absence. An employee may use COP, annual, or sick leave to cover all or part of any additional absence due to the injury. If an employee elects to use leave, each full or partial day for which leave is taken will be counted against the entitlement to COP. COP benefits continue the employee's regular pay for up to 45 calendar days of wage loss due to disability and/or medical treatment following a traumatic injury. An election of annual or sick leave during the 45-day period can be changed. If an employee who has elected leave for this period wishes to elect COP, the Agency must make such a change on a prospective basis from the date of the employee's request. Where the employee wishes to have leave restored retroactively, the Agency must honor the request, provided the Agency receives prima facie medical evidence of injury-related disability for the period. Leave without pay may also be used as approved by the



Agency. A CA-1 and other forms are used to file for COP benefits. Employees may receive additional guidance on COP policy and procedures from their servicing personnel office.

#### **SECTION 5 - ACCOMMODATION AND LIGHT DUTY**

A. Employees who have been injured should be returned to a full duty status in a timely manner, but not until they are able to perform the full range of their normal job requirements. To the extent practicable, the Agency will reasonably accommodate employees with suitable light or limited duty assignments until medical authorities indicate that a return to normal duties is possible.

B. When the employee's treating physician indicates that the employee is capable of performing light or limited duty work, the Agency will normally direct the employee to work in assignments that are within the capabilities of the employee as indicated by the treating physician.

C. An employee who refuses to work in a light or limited duty assignment, after receiving medical approval to do so, may be ineligible to receive COP, liable for any overpayments received, and/or subject to other actions.

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## **ARTICLE 19**

### **EMPLOYEE ASSISTANCE PROGRAMS**

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

A. We support the objective of assisting employees with personal problems that could affect their job performance. This assistance includes finding treatment for employees and helping them return to full productivity.

B. Given this common objective, we agree to work together to promote employee assistance programs designed to assist employees and their families with problems including drug or alcohol abuse, emotional illness, and other personal problems that affect job performance.

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 - UNION-MANAGEMENT COOPERATION**

We agree to cooperate fully in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of the program.

**SECTION 3 - 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. 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 4 - 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 5 - MANAGEMENT RESPONSIBILITIES**

A. We 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 must weigh this fact in determining appropriate disciplinary and adverse action, should such action become necessary.

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

**SECTION 6 - PROGRAM TRAINING-UNION PARTICIPATION**

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.

**SECTION 7 - PROMOTING THE PROGRAM**

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

B. Posters will be posted on official bulletin boards giving information on the program.

C. Newly hired employees will receive appropriate Program materials at their DFAS orientation.

D. 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 8 - PROGRAM EVALUATION**

A. Annually, using procedures developed locally, management and the union will perform a joint review of the effectiveness of the program and make recommendations for improvement, if appropriate.

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

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## **ARTICLE 20**

### **EMPLOYEES WITH SPECIAL NEEDS**

A. Adequate facilities will be provided, as feasible, so that handicapped employees have easy access to their work sites and other areas to which they may need to go from time to time. This may include the provision of enlarged, marked parking spaces close to the building, ramps, aisles, restrooms, handrails, and other similar devices.

B. Before initiating performance-based adverse actions against qualified handicapped employees with special needs, the Agency will consider reasonable accommodations, which may include the DoD Computer Electronics Accommodations Program (CAP) or other similar programs.

*This Article may be supplemented.*

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## **ARTICLE 21**

### **DEPENDENT CARE**

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

Recognizing that balancing home and workplace needs is important to the well being of employees and therefore the productivity of the Agency, DFAS and its AFGE Locals 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 Article 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 Government rules, regulations, and budgets, will support these programs.

#### **SECTION 2 - TYPES OF PROGRAMS**

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

1. Child care and elder care referral services;
2. Information on seminars, workshops, and exhibitions;
3. Periodic newsletters and brochures;
4. Information on family resources OPLOCs (including on-call, emergency, part-time care, and multi-purpose facilities);
5. Referral to available consultant services to assist employees with dependent care problems; and
6. DFAS cooperation with other agencies regarding dependent care programs.
7. Participation in a shared facility with other Federal agencies.

B. 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.

C. The Agency and the Union 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.

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## **ARTICLE 22**

### **VIDEO DISPLAY TERMINALS**

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

Video display terminals (VDTs) are word processors and/or computer terminals which display information on television-like screens (cathode ray tubes). The Agency intends to provide a safe and healthful workplace for all employees. In keeping with this intent, the Agency acknowledges that certain ergonomic and environmental factors contribute to the health and efficiency of VDT users. This article contains guidelines for the safe use of VDTs. These guidelines may also apply to use of other equipment or new technology if the same or similar potential hazards exist.

## SECTION 2 - GUIDELINES

A. Training on the use of VDTs and potential hazards will be provided to all employees who use this equipment in their work. Safety reminders will be posted in appropriate places in the work areas to remind employees of the potential hazards and possible problems or injuries that could result from prolonged use of VDTs.

B. The Agency will provide, to the extent practicable, equipment and facilities (e.g., workstations, chairs, tables, glare shields, lighting, etc.) which meet ergonomic and environmental design criteria for reducing the risk of injuries from repetitive motion work and other potential hazards of operating VDTs. Upon establishment of federal standards for acceptable radiation emissions, the Agency will conduct periodic tests of VDTs. Any VDT that fails to meet the standards will be repaired or will be removed from service.

C. Every employee who works continuously on a VDT will take a relief period of at least (10) ten minutes every two (2) hours. Any activity other than VDT operation can meet this requirement. Supervisors will be responsible for determining if alternative tasks will be performed during relief periods. Availability of alternative tasks will not change the requirement for a relief period.

D. Accommodation requests from pregnant employees for reassignment during the pregnancy, or some portion of the pregnancy, will be considered under 5 CFR 339. While there is no conclusive evidence that VDTs cause problems during pregnancy, the Agency will in all possible cases, with medical documentation, reassign persons during pregnancy to non-VDT work.

E. Employees who believe they have a problem or injury from use of a VDT should report it to their supervisors. The supervisor will refer the employee for medical evaluation, and report the potential hazard, as appropriate. The Agency will provide access to the extent possible to a voluntary vision-screening program to evaluate problems or possible injuries from the use of VDTs.

F. If an employee sustains an injury, he or she should follow procedures in the Disability Compensation Article.

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## **ARTICLE 23**

### **PARKING**

To the extent that the Agency controls or influences the allocation of parking spaces, it will address handicapped parking in accordance with applicable laws governing handicapped parking.

*This Article may be supplemented.*

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## **ARTICLE 24**

### **MORALE/QUALITY OF WORK LIFE**

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 order to reach our goal, the Labor-Management Committee will meet periodically and discuss issues and options that may enhance the quality of work life.

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## **ARTICLE 25**

### **QUALITY INITIATIVES**

We support total quality initiatives that improve internal and external work products, and provide enhanced service to our customers.

*This Article may be supplemented.*

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## **ARTICLE 26**

### **MERIT PROMOTION**

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

A. We recognize that it is in the best interest of our Agency and its employees to seek a balance in our approach to recruiting, hiring, and promoting from internal and external sources. In the foreseeable future, we will be faced with maintaining acceptable levels of service to our customers while experiencing fluctuating workloads, functional realignments/consolidations, and reduced budgets. Every effort will be made to enhance the career opportunities for our employees while continuing to staff up in those areas where the mission of the Centers is increasing.

B. This Article is applicable to all promotions to Agency positions within the bargaining units covered by this Multi-Unit Master Agreement.

C. The Parties agree that positions will be filled with highly qualified candidates, in an expeditious and efficient manner in accordance with all applicable laws, rules, and regulations. Vacancies may be filled by promotion, demotion, noncompetitive conversion, reassignment, transfer, reinstatement, appointment from an OPM register, direct hire authority, or eligibles under special authorities (e.g., qualified individuals with disabilities, Veterans Readjustment Appointment, etc.).

D. Identification, qualification, evaluation, and selection will be made on the basis of merit principles without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical or mental handicap, or age. Nepotism or favoritism are prohibited.



E. In those cases where underrepresentation exists, EEO and Affirmative Employment Program (AEP) goals will always be a primary factor in recruiting the most 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 an intensive search for eligible candidates in a specific promotion action. 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. 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 - Are those who meet established qualifications requirements for the position.

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

H. Selective Factors - Are 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. Underrepresented Position - A position in any occupation or grade level in which the organization under the supervision of the selecting official has not reached the applicable established Equal Employment Opportunity goal or goals.

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

L. Referral List - The certificate containing the names of the top ranked candidates eligible to be considered by the selecting official for competitive promotion.

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

### **SECTION 3 - RESPONSIBILITIES**

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

A. Employees may:

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

2. Inform their supervisor of their interest in promotion consideration, furnishing the appropriate Memorandum of Interest (DFAS Form 103) prior to extended absence from their position.

3. Apply only for those positions for which they believe they are qualified and in which they are interested.

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

B. The AFGE Local 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 PLACEMENT

A. Mandatory Noncompetitive Placement. The type of mandatory placements listed below will be accomplished as an exception to the competitive provisions of this Article.

1. Placement of individuals having statutory, regulatory, or administrative reemployment rights, or to whom a like employment obligation exists (e.g., employees with reemployment rights, return of employees from mobility assignments under the Intergovernmental Personnel Act, compensably injured employees able to return to work, EEO settlements, arbitration and grievance decisions, restoration from military service).

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

3. Placement actions to correct a procedural, regulatory or program violation under Title 5, Code of Federal Regulations, Part 335.

4. Compliance with DoD Stability of Employment Program. Prior to initiating recruitment under Merit Promotion, the Human Resources Directorate will determine if there are eligible candidates registered in the DoD Priority Placement Program (PPP). This program provides placement assistance to DoD employees who have been affected by reduction-in-force or downgraded through no fault of their own. PPP eligibles will be referred at any time during the Merit Promotion process, up to the point the Merit Promotion certificate is referred to the selection official. A position may not be abolished or reclassified to avoid placement of PPP candidates.

B. Special/Priority Consideration.

1. Priority Consideration of Downgraded Employees. Employees who have been downgraded as a result of reduction-in-force or reclassification action are eligible to be considered for selection in advance of other candidates. However, there is no guarantee of selection. For the duration of their eligibility, employees will be registered and referred for those positions for which fully qualified at or below the level from which demoted. Priority consideration under this section does not apply to positions, which offer known promotion potential to a grade higher than the one from which demoted. The Human Resources Directorate will be responsible for maintenance of the "Priority Consideration Listing" and referral of eligibles.

2. Military Spouse Preference. Spouse preference must be applied when competitive methods (i.e., merit promotion procedures or OPM registers) are used to fill vacant positions at grades up to GS-15 or equivalent wage system positions. Military spouses are referred through the DoD PPP and are automatically a part of the minimum area of consideration.

### 3. Priority Consideration for Procedural Error.

a. Special consideration will be given to employees who failed to receive proper consideration in a competitive promotion action. If it is determined that an employee was improperly denied inclusion on a referral list of promotion candidates under this Article, or was not selected solely because of non-merit factors, the employee will be accorded one special consideration. Special consideration will be given for the next appropriate vacancy to make up for the consideration lost. The "next appropriate" vacancy is defined as one which meets all the following conditions:

1) A similar type of position in the same pay system as the position for which the candidate failed to receive proper consideration; and

2) A position for which the candidate has an interest; and

3) A position for which the candidate is highly qualified.

b. Priority consideration is given in advance of the referral process and the employee is entitled to consideration but there is no guarantee of selection. Human Resources will contact the employee to determine if he or she has an interest in the position. Employees entitled to special consideration should continue to apply for all positions for which they desire competitive consideration.

#### C. The following actions may be effected without using competitive procedures.

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 his or her position is classified to a higher grade due to accretion of duties and responsibilities. However, if the addition of supervisory duties is the sole basis for upgrading a previous nonsupervisory position, promotion action must be processed under competitive procedures. Action processed as accretion of duties must meet the following three criteria:

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

b. 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.

3. Promotion of an employee when his or her position is classified to a higher grade due to management assignment of additional duties. However, if the addition of supervisory duties is

the sole basis for upgrading a previous nonsupervisory position, promotion action must be processed under competitive procedures. Actions processed as assignment of additional duties must meet the following criteria:

- a. Employee must be under the supervisor assigning the additional duties.
  - b. Major duties of the employee's old position are absorbed into the new position, and the old position is canceled.
  - c. New position has no known promotion potential.
  - d. Additional duties do not adversely affect the grade of continuation of another encumbered position in the same work unit.
4. Temporary promotion of an employee for 120 days or less.
  5. 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).
  6. Repromotion to a grade or position from which an employee was demoted without personal cause and not at the employee's request.
  7. Selection of an employee eligible for priority consideration resulting from failure to receive proper consideration for promotion due to a procedural error in a prior competitive placement action.
  8. Selection of a permanent Federal employee from an OPM Certificate for a higher graded position or a position with known promotion potential.
  9. Promotion of an employee to a position with a representative rate which is the same or lower than that of the position currently held.
  10. Position change permitted by reduction-in-force regulations.
  11. 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.
  12. Appointments and promotions made through student employment programs (e.g., Stay-in-School, Cooperative Education) and subsequent conversions to full-time permanent status.
  13. 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.

14. 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.

#### **SECTION 5 - VACANCY ANNOUNCEMENTS**

A. Vacancies to be filled under this Agreement should be advertised on a vacancy announcement. In order to have consistency among DFAS Centers, a standard vacancy announcement form (DFAS Form 101/101a) will be used. In addition to the vacancy announcement form, a standard Merit Promotion Form package for bargaining unit positions will be used. The forms in this package are as follows: DFAS Form 102, 103, 104-1, 104-2, 105, 106, 107, 108, 109, 110, and 110a.

B. Vacancy announcements will be open for a minimum of 7 workdays. Posting of the announcements will be on official Human Resources Bulletin Board(s) on the same day the announcements are opened and distributed. We agree that the Human Resources Directorate will install a dedicated telephone line with a continuous recording, which announces current vacancies that are being recruited. Employees will be able to dial that number anytime and be informed of current vacancies. Changes to the recording will be updated as necessary.

C. Management 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.

D. 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.

E. 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.

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

G. Vacancy Announcements will include:

1. Title, series, and grade of position (including known promotional potential or target/full performance grade).
2. Geographic/organizational location of the position, including address of organization if appropriate. (Employee could specify only location of interest.)
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. Any requirements specific to the position.
9. Evaluation methods to be used.
10. Knowledge, skills, and abilities (KSAs) against which applicants will be evaluated.
11. Application procedures with identification of acceptable forms.
12. Policy statement on EEO.
13. Statement that job-sharing or part-time employment, if appropriate, will be considered.
14. Any special security rating requirements.
15. If the position is not in the bargaining unit, it will be so stated in the top margin (capitalized) on the announcement.
16. Number of vacancies (if known).
17. Any other related information.

H. In order to provide wide spread distribution to all employees, we agree that all vacancy announcements will be provided to the Union and posted on all official bulletin boards.

#### **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. If an employee

does not have a recent annual performance rating (within the last three years), a statement of nonavailability must be included in the application package. A presumed fully successful rating will be credited. Employees whose applications are evaluated as not qualified will be notified that they were not considered. Applications must be received or postmarked by the date indicated on the vacancy announcement. Late applications will not be accepted, except as specified in paragraph C below. Applications may also be returned without action if they:

1. Are from nonstatus candidates.
2. Fail to include all documents required by the vacancy announcement.
3. Fail to provide sufficient information (e.g., KSAs, current ratings) to determine qualifications, eligibility or suitability, or to evaluate the candidate.
4. Use government funds for postage.

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. Employees on Approved Absence:

1. If, prior to the employee's absence, an employee submits a written request for consideration for promotion to a specific position or group of positions, the supervisor submits a memorandum of interest (DFAS Form 103) to the Human Resources Directorate. These employees must submit a written request prior to each absence.

2. An employee on approved absence may file a delayed application for any position upon his or her return if the referral has not been issued.

3. In either of the above instances, the employee must have been absent during the entire open period of the vacancy announcement and the delayed application must be submitted no later than three (3) workdays after the employee returns to duty.

D. Upon request, the employee may be allowed a reasonable amount of official nonproductive time to file applications for positions within DFAS. Employees are authorized to use government-owned personal computers and typewriters to prepare such applications. DFAS Forms 106, 107, and 108 will be used by all employees applying for DFAS merit promotions. Employees may use the DFAS Form 103 to specify the level and location for which they would like to be considered.

**SECTION 7 - REASSIGNMENT REQUESTS**

A. An employee may request a reassignment to a vacancy for which qualified. The request will be filled with Human Resources at the time of the vacancy announcement. These applicants will be



referred without being ranked. When a supervisor selects an employee for reassignment, the losing and gaining supervisor 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 his/her immediate supervisor for reassignment to another position. If the employee is selected, the losing and gaining supervisor 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.

## **SECTION 8 - EVALUATION/ELIGIBILITY REQUIREMENTS**

A. Qualification/Eligibility Requirements. The minimum qualification standards prescribed by Office of Personnel Management (OPM), including required written tests and appropriate selective placement factors, 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. This 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 KSAs essential to the position. The job analysis may be conducted by a personnel specialist, a supervisor, or both.

### **E. Knowledge, Skills, and Abilities (KSAs).**

1. KSAs must be identified through a job analysis of the position. Only those candidates who meet basic eligibility requirements will be further evaluated on the basis of demonstrated job-related KSAs. KSAs will be identified in the vacancy announcement, and candidates will be required to provide information as to experience, education, training, awards, etc., relating to each KSA. DFAS Form 108 will be used to address KSAs.

2. Employees are not required to submit KSAs for positions in the same series as the position the employee currently holds. In these cases, the most recent performance appraisal will be used to address the KSAs. However, if the employee wishes to include KSAs for these positions, they will be accepted.

## **SECTION 9 - RATING CANDIDATES**

A. **Crediting Plans.** The crediting plan is a documented summary of the developed candidate evaluation methods for a specific job or a number of similar jobs. Crediting plans must be developed and used for each position or group of positions being filled. These plans are a part of the placement record. Levels of a crediting plan are defined in terms of experience, training and/or education, which will be used to evaluate a candidate's possession of the required Knowledge, Skills, and Abilities (KSAs).

B. **Rating Sources.** The application, KSA statement, and annual performance rating are used to rate candidates for positions being filled through merit promotion procedures. Additional sources identified on the vacancy announcement may also be used. Official Personnel Folders (OPFs) will not be used in the rating process except to determine/verify minimum qualifications.

1. **Basic Application** - identifies applicant, vacancy announcement, and additional information about the applicant's current assignment. It is also used to notify applicants of actions taken on their application.

2. **KSA Statement** - documents information about the applicant's experience in relation to the KSAs for the position being filled.

3. **Annual Performance Rating** - provides an additional means of evaluating the applicant's experience.

### **C. Rating Panels.**

1. Ratings will be accomplished by a personnel specialist or by a rating and ranking panel. Panels will be used for positions when it is determined that a panel review would be appropriate for the position being filled (i.e., large number of candidates, job complexity, etc.) or when management requests that a panel be convened.

2. Rating and ranking panels will consist of one to three Subject Matter Experts (SMEs) who have knowledge or expertise about the position to be filled, including a union representative, and/or a personnel specialist. A Bargaining Unit member may be a SME.

D. **Candidate Evaluation.** Candidates will be rated using the criteria contained in established crediting plans. Eligible candidates' merit standing will be determined using the following definitions:

1. **Qualified** - Candidates who have been determined to meet OPM qualification standards for the position and achieve an overall rating less than specified for "highly qualified."

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

E. Rating 10 or less candidates. Simplified candidate evaluation procedures, combining screening and ranking, may be used when there are 10 or less candidates who meet the minimum qualifications. Under the simplified procedure, all candidates who are determined to be well qualified will be referred. Use of this expedited procedure must be documented in the merit promotion file.

F. Rating Procedures. Candidates who meet minimum OPM qualification requirements will be formally evaluated against the KSAs determined through job analysis and identified in the crediting plan.

#### SECTION 10 - CREDITING PLANS

A. Candidates who meet minimum qualifications will be formally evaluated against the Knowledge, Skills, and Abilities (KSAs) identified in the crediting plan. Crediting plans measure a candidate's overall qualifications, and are normally based on the following elements: Experience, Appraisals, Education and Training, and Awards. Total weights assigned for each element will vary depending on the position to be filled.

B. Maximum weights applied for each element (Experience, Appraisals, Education and Training, and Awards) will be identified on the Vacancy Announcement.

C. Following is an example of how a crediting plan might look:

The points for the rating elements are examples only. The point value identified would be the value level to receive the associated points. For example in experience, only 20, 40, or 60 points could be assigned following the plan below.

#### GENERIC GS RATING PLAN

##### EXPERIENCE

###### A Level

Experience in the same or substantially similar line of work (usually in the same title and series), at a level below that of the position to be filled, and possession of all of the knowledge, skills, and abilities identified for the position. (60 points)

###### B Level

Experience in a related field at a level below that of the position being filled and possession of all the knowledge, skills, and abilities identified for the position.

OR

Experience in the same or substantially similar line of work at a level below that of the position to be filled and possession of most of the knowledge skills, and abilities identified for the position.

OR

Education that is completely qualifying for the position. (40 points)

C Level

Other qualifying experience or combination of experience and education. (20 points)

PERFORMANCE SUMMARY RATING

Current Exceptional rating ----- 24 points  
Current Highly Successful rating ----- 18 points  
Current Fully Successful rating ----- 12 points

EDUCATION

Only education, which was not used to qualify the applicant under Experience above, may be counted.

10 POINTS MAXIMUM

	GS-2 GS-4	GS-5 GS-8	GS-9 GS-12	GS-13 GS-15
Doctorate degree	10	10	10	10
Master's degree or equivalent, in an appropriate field	10	10	10	10
Two or more years of appropriate education above the high school level	10	10	10	10
One of more years of appropriate education above the high school level	7	5	3	0
Related self-development course work or training above the high school level, (120 hours at GS-9 and above; 80 hours at GS-5/8; 40 hours at GS-2/4)	5	3	0	0

Applicants are to be awarded points for the highest level they have achieved, not a combination of points.

AWARDS

9 POINTS MAXIMUM

A maximum of six points may be assigned to cover all significant performance awards received within the last three years. (Significant performance awards include Quality Step Increases, Sustained Superior Performance Awards, Commander's Awards, Meritorious Service Awards, or the equivalent.)

A maximum of three points may be assigned to cover all significant performance awards received, which are over three years old.

#### **SECTION 11 - RANKING AND REFERRAL PROCEDURES**

##### **A. Ranking Candidates.**

1. After final evaluation, a list of candidates will be referred to the selecting official in alphabetical order. The number of candidates referred will be identified as follows:

a. Number of candidates referred will be a minimum of 15 names, if available.

b. When substantive distinctions cannot be made among a larger number of candidates than would normally be referred, all tied candidates will be referred.

2. 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.

##### **B. Referral.**

1. The selecting official will be provided a certificate of eligibles (referral list), all application documentation, and any locally developed or adapted guidance on the interview and selection process.

2. The referral list will be issued to the selecting official with a suspense date of not more than 15 workdays from the date of issue. Extension may be granted when properly justified.

#### **SECTION 12 - SELECTION PROCESS**

##### **A. Consideration Given to Candidates.**

1. Selecting officials must base their selections on job-related factors. The selecting official is not required to make a selection from the competitive referral list. 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. Panel interviews may be used. The interview process used and established under this agreement will be followed.

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. Selection Notification. After receipt of the selection from the selecting official, timely notification will be made to the selectee(s) and nonselectees as to who was selected and why. Human Resources will officially notify applicants of their selection.

D. Release of Employees. Normally, supervisors will release employees selected for promotion or reassignment within two weeks (to coincide with the start of the next pay period) after being notified. This constitutes the effective date of promotion or reassignment. Extensions must be coordinated with both the gaining and losing supervisors.

#### **SECTION 13 - DOCUMENTATION AND INFORMATION REVIEW**

A. Record. Merit promotion and internal placement files will consist of records required by Title 5, Code of Federal Regulations, 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 with written consent of the individual concerned to the Union. Requests for information will be evaluated and processed under the provisions of 5 U.S.C. Chapter 71, the Privacy Act, and applicable regulations.

3. After official notification of the selection has been made and within five (5) workdays, an applicant may request, in writing, the following information from the Human Resources Directorate, who will provide a written response:

a. Whether the applicant was in the group from which selection was made;

b. In what areas, if any, the applicant should improve to increase chances for future selection (this information will be provided by the Selection Official);

c. The evaluation factors (knowledge, skills and abilities needed for successful performance in the position), weights (points) and the procedures used in arriving at the cut-off scores, final scores, and certification.

4. 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.

5. Such a request shall be submitted within 10 workdays after receipt of ratings from the Human Resource Directorate. With written permission of the employee, the reviewer designated by the Union may also be allowed access to the employee's Official Personnel Folder. A staffing specialist shall be made available to answer technical procedural questions. The Union agrees to maintain the confidential nature of the information and not to disclose to the employee or any other employee any information to which he or she is not entitled. Any complaints/questions arising from this review constitute Steps 1 and 2 of the Negotiated Grievance Procedure, shall be discussed with the Human Resources Directorate (Step 2) and, if not resolved, referred to the Deputate/Directorate for decision (Step 3). This does not preclude the use of Step 4 of the Negotiated Grievance Procedure by the Union or the Agency. Nonselection from a group of properly ranked and rated candidates is not, in itself, a basis for a formal complaint, grievance, or appeal.

#### **SECTION 14 - CAREER LADDERS**

A. Supervisors shall periodically evaluate the career progress of all employees assigned to career ladder positions who have not reached the top grade in their career ladder, as indicated on the Notification of Personnel Action (SF-50). 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 his or her 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 they can perform at the next higher grade in their career ladder.

C. Employees shall be advised as to the grade levels in their career ladder and what they need to do in order to improve their chances for promotion. This information will be provided when requested by the employee or initiated by the supervisor.

D. Supervisors will submit recommendations for promotion of employees who have met the conditions described in paragraph A, including the time-in-grade requirements, in sufficient time to ensure that the employees' promotion is effective in the first pay period following their eligibility date. In situations where the first pay period is not met as a result of administrative error, the necessary pay adjustments will be made.

#### **SECTION 15 - 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. Handicapped employees 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 his or her previous pay grade. When it is known in advance that 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 that 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 to allow the detailed employee to continue in the assignment. If it is decided that the detailed employee should continue in the position, he or she 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.

D. If an employee requests, a detail of less than 30 days may be made a matter of record in his or her OPF.

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## **ARTICLE 27**

### **CAREER ENHANCEMENT PROGRAM**



A. The Parties support the DFAS Career Enhancement Program (CEP), which is an upward mobility program designed to improve and expand the career and promotion opportunities of high-potential employees. Employees selected for the CEP are eligible for promotion if they successfully complete their training requirements, perform successfully, and demonstrate potential for performing at a higher level (up to the target grade).

B. CEP announcements are open to DFAS employees in grades GS-4 through GS-7. Target positions are generally no higher than GS-11. Qualified applications will be reviewed using a crediting plan, by panel, and a list of best qualified candidates will be referred to selecting officials having designated CEP vacancies in their work units. The provisions of Article 26.13B4 also apply.

C. Selectees may be promoted or reassigned into the program at their current grade levels; however, no position will be filled above GS-7. Employees currently above GS-7 may consider a change to a lower grade to obtain an opportunity to move into a different career field or one with higher promotion potential. Pay retention applies to participants covered by this situation.

D. Each employee selected for the program chooses a mentor from a list. The mentor provides advice and counseling throughout the program. A training agreement is developed by the employee, the mentor, and the appropriate supervisor. The training agreement is tailored to the specific needs of the employee and identifies formal training, on-the-job training, and the knowledge, skills, and abilities required for the target position.

E. The progress of CEP employees is monitored and documented, and employees are counseled on a regular basis. Employees in the program are responsible for completing all training requirements, with the support of their supervisors and mentor. Those employees not successfully completing the requirements are reassigned out of the program.

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## **ARTICLE 28**

### **INTERNAL REORGANIZATION**

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

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

#### **SECTION 2 - NOTIFICATION**

The Agency shall provide the Union with not less than 30 calendar days written notice prior to effecting reassignment actions resulting from a reorganization in order to afford the Union an opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. If a reorganization requires the application of adverse action, reduction-in-force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

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## **ARTICLE 29**

### **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 downgrade other than as provided in FPM Chapter 351.

B. Reductions-in-force will be conducted in accordance with DFAS 1404.1 and other appropriate regulations.

#### **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 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 position series when more employees are being displaced than there are vacancies to place them. The decision to resume recruitment actions will be made by the OPLOC Director.

### **SECTION 3 - NOTIFICATION**

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

1. The Agency will use every good faith effort to notify (in writing) the President of the appropriate Union of any reduction-in-force at the earliest possible date in order to negotiate the impact and procedures for implementation of the reduction. Attendant to the circumstances of the situation prior to the effective date, the period of notice will be at least 60 calendar days or the earliest possible time.

2. 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**

Following notification 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.

### **SECTION 5 - EFFECTIVE DATE**

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 employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. It shall 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 6 - OFFER OF POSITION**

A. The Agency shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with FPM Chapter 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) workdays.

**SECTION 7 - RESPONSE TO OFFER**

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) workdays.

**SECTION 8 - COMPETITIVE LEVELS AND RETENTION REGISTERS**

The Agency shall establish competitive levels and retention registers in accordance with applicable laws and regulations. A Union official and the affected employee shall have the right to review competitive levels and retention registers as may be applicable to the employee. All lists, records, and information pertaining to a reduction-in-force shall be maintained by the appropriate Customer Support Unit 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 information concerning early retirement with discontinued service annuity, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.

B. 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.

**SECTION 10 - WAIVER OF QUALIFICATIONS**

A. In accordance with applicable regulations, when the Agency is unable to offer an assignment, the Agency may waive qualifications of employees who will be separated due to 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 Customer Support Unit 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 provide equitable treatment for all employees and 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 - COMPETITIVE AREA**

A. Each DFAS OPLOC is a separate competitive area.

B. Each DFAS activity that is geographically separate from a DFAS OPLOC is a separate competitive area.

**SECTION 14 - DISPLACEMENT**

The Agency will not fill a vacant bargaining unit position within the organizational unit in which the reduction-in-force is taking place until it has considered all reasonable alternatives to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the reduction-in-force. In considering these alternatives, the Agency will review the possibility and feasibility of redesigning a vacant position.

**SECTION 15 - PERMANENT CHANGE OF STATION**

In connection with a reduction-in-force and where applicable, the Agency agrees to grant official time and to pay permanent change of station expenses as provided by appropriate regulation.

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**ARTICLE 30**

**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. In transfers of function within DFAS:**

1. The Agency will provide notification to the Union not less than 60 calendar days prior to the effective date of any approved transfer of function. The Union may waive this notification period.

2. Where employees are being relocated to a different commuting area, the losing Agency will:

a. Provide the Union with the maximum notice possible, but not less than 60 calendar days notice prior to the effective date of any approved transfer of function in order to negotiate the impact and procedures for the implementation of the transfer of function.

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

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

d. Give any employee affected by a transfer of function outside the commuting area, causing physical move, not less than 60 calendar days notice in writing of the transfer of function which provides for at least 30 calendar days for the employee to respond as to whether he or she is willing to accompany the function. Transfers of function within competitive areas or commuting areas will require a minimum notice (not necessarily in writing) of 14 calendar days.

e. Attendant to the circumstances of a particular transfer of function, 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.

f. 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.

## **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**

The Agency shall, as provided by appropriate regulation, grant official time (including travel and per diem) to afford the employee the opportunity to find housing and shall pay permanent change of station expenses after the employee has accepted an offer of employment.

**SECTION 5 - COMPETITIVE AREA**

A. Each DFAS OPLOC is a separate competitive area.

B. Each DFAS activity that is geographically separate from a DFAS OPLOC is a separate competitive area.

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**ARTICLE 31**

**POSITION CLASSIFICATION**

**SECTION 1 - GENERAL**

The primary purpose of the job description is for classification and pay purposes, but it also serves as a tool for organizing work and informing employees of the principal duties, responsibilities, and supervisory relationships of their positions.



## **SECTION 2 - PERFORMANCE OF OTHER DUTIES AS ASSIGNED**

When the sentence "Performs other duties as assigned" (or similar wording) is used in a position description, it will normally mean tasks which are reasonably related to the position and are of an incidental nature. Duties unrelated to the position may be assigned on an infrequent basis to accomplish the work of the Agency. We agree that the right to assign duties, unrelated to the position, will not be abused. The Agency will consider the employee's qualifications when making such assignments.

## **SECTION 3 - EMPLOYEE REQUEST TO REVIEW JOB DESCRIPTION**

An employee may request a review of the title, series, grade, or pay category (i.e., GS or WG) of the position to which he or she is presently assigned. The request for review will be initiated in accordance with applicable regulations. Regulatory guidance on requesting a review can be obtained from the Customer Support Unit.

## **SECTION 4 - REPRESENTATION**

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

## **SECTION 5 - SURVEYS**

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

B. When a classification survey involves bargaining unit employees, the Union is permitted to have an observer present at the opening of the survey. Only an appropriate representative from the unit being 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. The supervisors and the Union will be notified in advance of classification survey openings.

C. Following the classification survey and determination of its findings, the Union will be advised of the results by the Customer Support Unit. The Union will not disclose confidential or privileged information obtained.

D. Concurrently, the Union President and the employee will be furnished a copy of any Notice of Adverse Action given to an employee that is caused by change in the classification of the employee's position.

E. Training will be provided to Union Officials concerning the classification process, (such as: appeals, generic position descriptions, performance plans, and standard organization structure).

**SECTION 6 - UNION RECOMMENDED CHANGES**

The Union may at any time initiate recommendations for change in classification standards for a particular category of positions. Appropriate representatives of the Agency and the Union will meet to discuss the facts pertaining to the recommendations. Any formal recommendations of this nature will be submitted in writing and shall include full justification for the recommended change.

**SECTION 7 - DIFFERENTIAL PAY**

Environmental differential pay shall be paid to any employee who is exposed to a hazard, physical hardship, or those working conditions as authorized by applicable laws, rules, and regulations.

**SECTION 8 - 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.

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**ARTICLE 32**

**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, or disability and to promote the full realization of equal employment opportunity (EEO) through a positive and continuing effort.

## **SECTION 2 - EXCHANGE OF INFORMATION**

Through the procedures established for labor-management cooperation, the Parties agree to advise the other of outstanding equal employment opportunity problems of which they are aware. The Agency will provide AFGE Local presidents statistical data once a quarter on the composition of the workforce in relationship to the Civilian Labor Force (CLF). A copy of the Affirmative Employment Plan will be furnished to AFGE Locals with the copy of the Semi-Annual Accomplishment Report as generated.

## **SECTION 3 - EEO COMMITTEES**

A. The AFGE Locals, at their option, will have representation on the Special Emphasis Program Committees if such committees exist, or are established, at the OPLOCs.

B. The functions of these committees shall include recommendations of necessary changes in new or revised EEO Plans; review of the effectiveness of applicable EEO Plans and Affirmative Action Programs in the OPLOCs; and recommendation of actions to remedy shortcomings in existing EEO Plans and Programs insofar as may be appropriate under the Civil Service Reform Act of 1978. The Union's representative will be a full participant on committees.

## **SECTION 4 - EEO COUNSELORS**

A. The Agency will appoint EEO Counselors selected from a list of nominees, which shall include the names of any employees who have been nominated by the AFGE Local.

B. EEO Counselors will be properly trained in accordance with appropriate regulations and will be made available and accessible to employees on duty time if otherwise in a duty status.

## **SECTION 5 - 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 he or she 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 procedures 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 he or she decides which forum he or she elected, the aggrieved person is precluded from using the other forum to address the same matter.

1. On EEO complaints which impact on 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.

2. When it has been determined that a complaint does not meet the EEO criteria, the complaint may be referred to the Union as a timely filed grievance, at the employee's discretion.

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## **ARTICLE 33**

### **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. Employees will be made aware of, have access to for review, and be provided a copy of their file from any systems of records, upon request, and not otherwise restricted by law or regulation, kept by their supervisor relating to their employment.

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

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

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

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

D. Each employee and/or his or her designated representative shall be permitted to review any document appearing in the employee's OPF upon request. The employee will make an appointment when necessary. If the representative seeks to review the OPF without the employee present, the employee must provide written authorization to the Agency.

E. Upon request, an employee will be entitled to have one photocopy without charge of each document within his or her OPF.

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

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

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

#### **SECTION 3 - SUPERVISOR'S RECORD OF EMPLOYEE**

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

B. All other procedures regarding supervisor's record of employees will be locally negotiated.

#### **SECTION 4 - CONTROL OF RECORDS**

Personnel records referred to in this Article will be maintained in such a manner so as to prevent disclosure to individuals who do not have an official need for the information.

*Section 3B of this Article may be supplemented.*

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## **ARTICLE 34**

### **EMPLOYEE DEVELOPMENT**

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

A. We agree that the training and development of employees within the bargaining unit is a matter of importance. Consistent with its needs, and in keeping with the principles of equal employment opportunity, the Agency agrees to develop and maintain forward-looking, effective policies and programs designed to:

1. Aid employees in improving their performance in their current positions to provide an internal pool of qualified candidates for consideration for anticipated future vacancies in the Agency; and
2. Provide career opportunities within the Agency.

B. We agree to use Labor-Management Committee meetings as the forum for discussions regarding training needs and programs to afford the optimum training and development of bargaining unit employees.

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

D. A reasonable number of breaks should be afforded to employees who are involved in training.

#### **SECTION 2 - PAID TUITION**

Where an employee pursues courses under an approved Individual Development Plan, the cost of registration, tuition, books, and materials will be borne by the Agency, subject to the availability of funds and prior approval by the necessary authority, subject to applicable laws, rules, and regulations.

#### **SECTION 3 - CHANGE IN TOUR OF DUTY**

When job and non-job related career courses are available only during duty hours, employees may request a change in their tour of duty. Supervisors are encouraged to approve such a request whenever possible.

**SECTION 4 - ACCREDITATION**

If the Agency becomes aware of an institution(s) of higher learning that provides for accreditation of on-the-job training, formal training, and/or experience, or if requested by an institution, the Agency will provide documentation to the institution for consideration of accreditation. Upon request, the Agency will assist the employee in documenting experience and participation in training programs that may assist in individual efforts to obtain accreditation.

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**ARTICLE 35**

**PERFORMANCE MANAGEMENT PROGRAM**

**SECTION 1 - GENERAL**

A. We agree that DFAS Regulation 1426.3 provides the general framework for performance management in the Agency. The following sections provide elaboration and emphasis to areas of concern to the Parties.

B. Performance standards must be consistent with the duties and responsibilities of the position.

**SECTION 2 - PURPOSE AND OBJECTIVES OF PERFORMANCE MANAGEMENT PROGRAM**

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

1. Provide for periodic appraisals of job performance, which are objective, fair and reasonable, and job related;
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 them and how well they are meeting those expectations;
4. Provide information on current performance and assist the employee in improving performance and furthering individual development; and
5. Provide employees recognition and appropriate reward for their accomplishments in executing official duties.

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

A. Performance elements and performance standards for each element will be established in writing in accordance with applicable regulations and communicated to the employee at the beginning of each appraisal period. Performance elements and standards will be prepared based on the requirements of the employee's position. Each position must have at least three critical elements.

B. Employees will be given the opportunity to participate in the establishment/modification of their performance standards and elements. To this end, the following procedures apply:

1. Before establishing any new or revising existing performance elements or standards, supervisors will so inform affected employees and provide them with a copy of the changes being contemplated.

2. Employees shall be afforded a reasonable opportunity to review the proposed change(s) and to submit their views in writing to the supervisor. Supervisors shall consider the views and opinions submitted by the employees and respond in writing.

3. Employees shall be given a copy of the new or revised performance standards/elements. Any new or revised performance standard/element shall not be applied to affected employees unless the employee has received a copy of the new or revised performance standards/elements. Employees may not be rated on the new or revised standards/elements, i.e., given a rating of record using the new or revised standards/elements, sooner than 90 days after coming under such new or revised standards/elements.

C. Employees may request at any time that their performance standards/elements be modified. Supervisors shall consider any such request and, if the supervisor agrees that such a request has merit, he or she shall follow the procedures in subsection B in effecting any revision of performance standards/elements. Employees may not grieve the rejection of any such request.

D. Employees on extended temporary assignments/appointments of over 90 days will have elements and standards established for that assignment/appointment. In establishing or modifying such performance standards/elements, supervisors shall follow the procedures in subsection B above. Employees will be given a *special* appraisal at the conclusion of such temporary assignments.



#### **SECTION 4 - RATING PERFORMANCE**

A. The supervisor will meet with the employee at the beginning of the rating period and ensure the employee understands the job performance elements and job performance standards, has a copy of the elements and standards, and has a current copy of their position description.

B. At least semi-annually, performance reviews will be provided in writing. Quarterly reviews will be required upon request of the employee. The request will be submitted to the supervisor in writing and the supervisor will provide the quarterly reviews in a timely manner. The supervisor will inform the employee that he or she may have a copy of the summary if he or she desires. The original will be placed in the employee's Supervisor's Record of Employee.

C. At the end of the annual rating period, the supervisor's evaluation will make allowances, as appropriate, for factors beyond the control of the employee which may have caused the employee not to achieve a specific performance level (e.g., Union official duties, EEO counselor duties, extended illnesses, long-term training, TDY, etc.). Employees will be rated only on the actual time spent functioning against their performance standards.

D. Ratings of record are effective on the date approved and remain in effect until replaced by another rating of record. Normally, all annual ratings will be approved on the same date, unless an early annual rating or an extension of that rating is required. In cases where the rating due date has been extended, a memo indicating the reason for the delay and the new rating due date (if known) must be prepared by the supervisor and given to the concerned employee. A copy will also be forwarded to the Customer Support Unit prior to the original due date.

#### **SECTION 5 - IMPROVING UNSATISFACTORY PERFORMANCE AND PERFORMANCE IMPROVEMENT PLAN (PIP)**

A. If the supervisor, during a performance discussion, anticipates that the employee may receive a rating below fully successful if current performance continues, he or she will inform the employee of what is needed to bring his or her performance to the fully successful level. The supervisor will provide the opportunity for assistance to the employee in improving the employee's performance.

B. The performance appraisal process should help identify remedial or developmental training necessary for an employee to meet a specific performance standard. Supervisors will make every effort to determine whether training will assist an employee's performance. Training provided will be documented in the Supervisor's Record of Employee and the entry initialed by the employee.

C. If the employee's performance does not improve, the supervisor will develop a comprehensive PIP, in writing, and include whatever measures the supervisor determines are necessary to bring the employee's performance up to the fully successful level. Any improvement

plan that is developed will provide for counseling, training, and guidance, as appropriate, prior to considering initiation of adverse action.

D. The employee will normally be given 90 calendar days in which to bring their performance up to an acceptable level. If the employee is given less than 90 days, the first-line supervisor will inform the Union. If the Union disagrees with the first-line supervisor and the issue cannot be resolved, the first-line supervisor will be asked to explain his or her position to the Labor-Management Committee. At the end of the PIP period, a written *evaluation* of the employee's performance will be issued *if an annual rating is not due*.

E. If the employee successfully completes the PIP, but within a year of the onset of the PIP, the employee again becomes unacceptable on the same element(s), the supervisor will formally counsel the employee before issuing a notice of proposed action. This counseling will be documented.

#### **SECTION 6 - 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 personnel action (reassignment, demotion, or removal) that may result if performance is not improved to above the unacceptable 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 decision to take the action must be made by the reviewing supervisor. The notice of decision

must include information on the employee's appeal or grievance rights, as appropriate, as well as the right of 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 Part 752 of the Federal Personnel Manual (FPM), and 5 C.F.R., Part 752, when the requirements of these regulations 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 FPM Chapter 315.

E. For any adverse action that is not for personal cause (e.g., physical inability to perform the duties of the position) the decision notice will include a statement of the employee's right to apply for discontinued service retirement.

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## **ARTICLE 36**

### **DENIAL OF WITHIN-GRADE INCREASE**

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

A. When a supervisor's evaluation leads to the conclusion that an employee's work is not of an acceptable level of competence, the employee shall be notified in writing, in accordance with applicable regulations, at least 90 days in advance of the date on which he or she will become eligible for a within-grade increase. The notice to the employee will include:

1. Each performance element of the employee's work which falls below the satisfactory level, and how this renders the performance on the job, as a whole, below an acceptable level.
2. A statement of the satisfactory level of performance on each of these performance elements.
3. What the employee must do to bring performance up to the acceptable level, with any assistance to be offered to the employee.

#### **SECTION 2 - EMPLOYEE NOTIFICATION**

A. At the end of the aforementioned 90-day period, if the supervisor determines that the employee's work is not of an acceptable level of competence, they will notify the employee in writing no later than the eligibility date of the within-grade increase. Such notification will include:

1. The basis for the negative determination;
2. The employee's right to secure reconsideration of the negative determination; and
3. The time limits within which the employee may request reconsideration.

### **SECTION 3 - WITHIN-GRADE INCREASE POSTPONEMENT**

Postponements of within grade increases shall be in accordance with the provisions of 5 C.F.R. 531.409(c). Normally, such postponements will not exceed the minimum period of a performance rating (90 days). Within-grade increases granted after such a postponement shall be retroactive to the original due date.

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## **ARTICLE 37**

### **INCENTIVE AWARDS**

A. In accordance with DFAS Regulation 1432.2, we agree that the Incentive Awards Program will be administered on a fair and equitable basis. Any employee considered deserving of an award by the supervisor will be nominated in a timely manner.

B. The Union may 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 committee recommendation in accordance with procedures and appropriate arrangements negotiated at the DFAS OPLOCs.

*This Article may be supplemented.*

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## **ARTICLE 38**

### **DISCIPLINARY AND ADVERSE ACTIONS**

## **SECTION 1 - GENERAL**

A. Maintaining discipline is not normally a problem in working environments where reasonable rules and standards of conduct and performance are clearly communicated and consistently enforced; where supervisors set a good example; where aspects of conduct and performance needing improvement are identified in a way that respects the employee's dignity; where employees are treated fairly and are encouraged to improve; and where good performers are recognized. Constructive discipline is preventative in nature and seeks to develop, correct, and rehabilitate employees; to encourage their acceptance of appropriate responsibilities; and to prevent, if possible, situations where there is no alternative but to penalize. When there is an indication that the employee is experiencing social or personal problems, this possibility needs to be considered before deciding on disciplinary action. When penalties are appropriate, they are applied as consistently as possible considering the particular circumstances of the cause(s) for disciplinary action.

B. We agree that DFAS Regulation 1426.1 will be the primary framework used to administer discipline and adverse actions for bargaining unit members with the addition of the following mutually agreed upon provisions.

## **SECTION 2 - PROGRESSIVE DISCIPLINE**

A. In keeping with the concept of progressive discipline, actions imposed should be the minimum, in the judgement of the disciplining official, that can reasonably be expected to correct and improve employee behavior and maintain discipline and morale among all employees. 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 but shall require a reasonable basis when there is deviation from the concept of progressive discipline. All actions taken under this Article will be initiated in the most expeditious manner.

B. Alternatives to formal disciplinary actions include counseling and oral admonishments. Employees have the right to respond to any allegation or actions taken against them. When an oral admonishment is administered, it will be maintained in the Supervisor's Record of Employee for not more than 6 months.

## **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 that he or she reasonably believes that 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 his or her 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, their Union representative will be provided the opportunity to investigate and interview the Parties to the incident.

#### **SECTION 4 - LETTERS OF WARNING**

Letters of Warning are not disciplinary actions and are not filed in the Official Personnel Folder. Prior to consideration of issuing a Letter of Reprimand, a Letter of Warning is normally given to the employee unless the seriousness of the circumstances indicate otherwise. The warning provides the employee notice of potential consequences of certain behavior if such behavior continues.

#### **SECTION 5 - DISCIPLINARY ACTIONS**

A. Disciplinary actions are Letters of Reprimand and suspensions of 14 days or less under Subparts A and B, 5 C.F.R., Part 752. 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.

B. 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 Official Personnel Folder 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 10 workdays to present an oral and/or written reply to the proposal. The employee will be given a copy of the material, if any, 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. Normally, an employee will be given a written decision within 10 workdays after the expiration of the time allowed for the employee's response. 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 6 - ADVERSE ACTIONS

A. Adverse actions are removals, suspensions of more than 14 days, reduction in grade or pay, and furloughs of 30 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, rules, and regulations, and according to the following procedures:

1. 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. A copy of the material relied upon to support the reasons given in the notice will be provided to the employee or his or her designated representative.

2. 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.

3. Normally, the employee will be issued a written notice of final decision within 15 calendar days after the expiration of the time allowed for the employee's response. The written decision will inform the employee that he or she 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.

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## **ARTICLE 39**

### **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. We agree that cooperative discussions of disputes should generally occur and attempts be made to resolve them before a grievance is filed.

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 about a matter of concern.

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.

#### **SECTION 2 - 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, rule, or regulation 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 3 - 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. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.
7. Termination of temporary promotion.
8. Termination while serving under a time-limited appointment.
9. Nonadoption of a suggestion.
10. Preliminary 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 nonsupervisory position during the probationary period served by new supervisors.
13. Separation actions taken on an employee serving a trial or probationary period.

#### **SECTION 4 - APPEAL OR GRIEVANCE OPTION**

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 purposes 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 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.

#### **SECTION 5 - 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 6 apply as appropriate.

B. An employee or group of employees may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement and providing that a Union representative is given an opportunity to be informed of the grievance proceedings, before final decision.

C. A Union representative will be on official time when performing representational functions under this Article during normal duty hours. In the interest of expeditious and economical processing of grievances, the Union will designate a representative from within DFAS and, whenever possible from the immediate worksite or office of the grievant(s). When it is not possible to designate a representative at the immediate worksite, office, or from a nearby area, attendant to the circumstances of the particular case, the Agency will pay for a reasonable amount of travel and per diem, as applicable, for the Union representative for representational functions associated with any step of the grievance procedure specified in Section 6 of this Article. In no case will the Agency grant official time or bear the costs of travel and per diem for such representational functions for a Union representative designated from outside DFAS.

#### **SECTION 6 - EMPLOYEE GRIEVANCE PROCEDURE**

A. STEP 1. (Informal) A grievance concerning a particular act or occurrence shall be presented within ten (10) workdays after the date of that act or occurrence or the date the employee (or group of employees) became aware of that act or occurrence. The grievance will be presented orally or in writing to the employee's supervisor or other appropriate management official who will act promptly to resolve the grievance. The supervisor will issue a decision within ten (10) workdays after the presentation of the informal grievance. If the informal grievance is in writing, the decision will be in writing. If the employee is not satisfied, he or she may submit a formal grievance for consideration in accordance with the procedural steps set forth below. An

employee must seek informal resolution of a grievance before he or she may request relief through the formal grievance process except in those situations described in Section 8.B. of this Article.

B. STEP 2. (Formal)

1. If an employee (or group of employees) is dissatisfied with the decision arrived at in Step 1, he or she may, within ten (10) workdays, alone or with a representative, present the grievance for further consideration in writing to the Directorate/Division level (as appropriate) of supervision above the level specified in Step 1 above. Refer to paragraph G for written requirements.

2. The Agency will promptly furnish the Union a copy of the grievance when the Union has not been named as the representative.

3. A meeting may be held at the request of either the supervisor or the employee. If the employee desires to have a meeting, he or she should request one in the written grievance. If a meeting is to be held, the supervisor must arrange such within five (5) workdays after receipt of the grievance. The Union will be notified when it has not been selected as the representative, which will constitute an invitation for the Union to be present at the meeting, if held.

4. The supervisor will give a written decision to the grievant(s) within ten (10) workdays after the date of the meeting, or if a meeting is not held, within ten (10) workdays after his or her receipt of the grievance. A copy of this decision will be furnished to the Union when it is not the representative of the employee(s).

5. At any step in this procedure, where a group of employees are grievants, the group will be bound by the decision of the employee selected as representative for the group.

C. STEP 3. (Formal) If the employee (or group of employees) is dissatisfied with the decision rendered in Step 2, he or she may forward the grievance, within ten (10) workdays from the receipt of such decision, in writing to the Directorate. A meeting may be held at the request of either the Directorate or the employee. If the employee desires to have a meeting, he or she should request one in the written grievance. If a meeting is to be held, the Directorate must arrange such within five (5) workdays after receipt of the grievance. The Union, if not the representative, will be notified of the date, time, and place of any meeting and shall be allowed to attend same. The Directorate shall give the grievant(s) a written decision within ten (10) workdays after the meeting, if held, or within ten (10) workdays after receipt of the grievance. A copy of the decision will be furnished to the Union.

D. Alternative Grievance Step 3

If a grievance has not been satisfactorily resolved at Step 3, a written grievance may be submitted to the Labor-Management Committee by either the Union or Management within ten (10) workdays after receipt of the Step 3 decision. The grievance will be placed as an agenda item at

the next regularly scheduled meeting, or sooner, for committee discussion. A written response will be given to the aggrieved Party within ten (10) workdays after the decision.

E. STEP 4. (Formal) If the employee (or group of employees) is dissatisfied with the decision rendered in Step 3, he or she may forward the grievance, within ten (10) workdays from the receipt of such decision, in writing to the OPLOC Director or designee at a higher organizational level than the deciding official at the previous step. 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) workdays from receipt of the grievance. In those instances where they have not been designated as the grievant(s) representatives, the Union shall be invited to attend such meetings. The Final Administrative Reviewer shall give the grievant(s) a written decision within ten (10) workdays after the meeting, if held, or within ten (10) workdays after receipt of the grievance. A copy of the decision will be furnished to the Union.

F. A grievance not satisfactorily resolved at Step 4 of this procedure may be referred to arbitration in accordance with the procedures specified in the Arbitration Article in this Agreement.

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

1. The aggrieved employee(s)' name, position title, grade, and organization.
2. A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data.
3. A brief statement of the step(s) taken to informally 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, rule, or regulation with respect to personnel policy, practices, or other matters affecting conditions of employment that is subject(s) of the grievance.
7. If known, identify issue(s) not resolved at the previous step.

#### **SECTION 7 - UNION/AGENCY GRIEVANCE PROCEDURE**

A. Disputes that arise between the local Parties are encouraged to be informally resolved in a cooperative manner prior to filing a formal Union or Agency grievance. If a dispute remains unresolved, either Party may file a written grievance with the OPLOC Director/Union President.

B. In the case of a Union grievance:

1. The Union files a written grievance with the OPLOC Director within ten (10) workdays. Within ten (10) workdays, the OPLOC Director provides a written decision to the Union.

2. If still unresolved, the Union may invoke arbitration.

C. In the case of an Agency grievance:

1. The Agency files a written grievance with the President of the Union within ten (10) workdays. Within ten (10) workdays, the President of the Union provides a written decision to the Agency.

2. If still unresolved, the Agency may invoke arbitration.

#### **SECTION 8 - MODIFICATION OF PROCEDURES**

A. The time limits at any step of the negotiated grievance procedures may be extended by the mutual consent of the Parties. An extension justified by DFAS workload, Union caseload, or emergencies will be approved. If given orally, the denial will be followed up in writing.

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 and be filed at a formal step as appropriate. In these cases, the time limit for filing the grievance will be ten (10) workdays after receipt of the notice of decision.

#### **SECTION 9 - 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 will decide the timeliness issue as a threshold matter if so requested by either party. The employee(s) or the Parties may withdraw the grievance at any time.

#### **SECTION 10 - 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. 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 11 - WITNESSES**

All DFAS employee(s) testifying on a grievance being processed under this Article shall be in a duty status and paid travel and per diem expenses in accordance with appropriate regulations.

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## **ARTICLE 40**

### **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 Master 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 OPLOC Director (or their designees) may invoke binding arbitration.

B. Arbitration may be invoked within twenty (20) workdays after receipt of the final decision on the grievance.

C. We agree that settlement discussions will be conducted prior to incurring an obligation to pay an arbitrator, in a cooperative effort to resolve the dispute before arbitration.

#### **SECTION 2 - SELECTION OF AN ARBITRATOR**

A. Within ten (10) workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) workdays 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. If either Party refuses (or fails) to participate in the selection process, the other Party may select an arbitrator (from the FMCS list, or the agreed upon list when the Parties have adopted alternative procedures). If an arbitrator has not been selected within 60 days after invoking arbitration, the arbitration will be untimely, absent mutual consent.

#### **SECTION 3 - COST OF ARBITRATION**

A. 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 the Joint Travel Regulations (Vol. 2).

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 hearings 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. Any necessary travel expenses of the grievant, a Union representative (if employed by the Agency), and witnesses approved in accordance with Section 6 of this Article, will be reimbursed by the Agency.

C. Employees serving as Union representatives, necessary grievant and Agency witnesses, who 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).

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 4 - 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 and Departmental regulations.

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, higher-level regulations, decisions of appropriate higher authority, 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.

#### **SECTION 5 - PROCEDURES/TIME FRAMES**

A. We encourage the Parties to meet within fifteen (15) calendar days following the selection of an arbitrator 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. 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.

B. The Parties shall endeavor, wherever possible, to stipulate the facts involved in a case prior to the opening of the arbitration hearing.

C. The arbitrator shall render and serve a written award on the Parties to this Agreement within 30 calendar days of the close of the hearing.

#### **SECTION 6 - WITNESSES**

A. At least ten (10) workdays 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. 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 addressing the merits of the original grievance.

#### **SECTION 8 - EXTENSION OF TIME LIMITS**

Time limits in this Article may be extended by mutual written consent of the Parties.

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## **ARTICLE 41**

### **EXPEDITED GRIEVANCE/ARBITRATION**

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



We recognize the seriousness of certain personnel actions, which may be appealed through grievance procedures. Such actions are properly handled as expeditiously as possible. To that end, we agree to the following expedited grievance/arbitration procedure.

**SECTION 2 - CONDITIONS**

A. The Union may choose to place the following issues in the expedited grievance/arbitration 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.

**SECTION 3 - TIMING**

The Parties agree that a notice of decision to remove an employee under Section 4303 of 5 U.S.C. or Section 7512 of 5 U.S.C. will be delivered to the employee and the employee's designated Union representative at least 20 workdays prior to the effective date of the removal. This advance notification does not apply in any case where the crime provision is invoked.

**SECTION 4 - NOTIFICATION**

If the Union desires to invoke the expedited grievance/ arbitration procedure, it will notify, in writing, the Customer Support Unit not later than one (1) workday after receipt of the notice of decision to remove. The Union may withdraw its request for the expedited grievance/arbitration procedure at anytime prior to the setting of the hearing date.

**SECTION 5 - PROCESS**

A. Upon receipt of the written request from the Union invoking the expedited procedure, the Customer Support Unit will:

1. With the Union, jointly contact an arbitrator from the list maintained solely for this expedited procedure (as described in Section 6 below). The arbitrator will be informed that he or she may be called upon to conduct an arbitration hearing under this expedited procedure pending a decision from the Final Administrative Authority.

2. Arrange, as soon as possible, but not later than five (5) workdays after receipt of the Union request for the expedited procedure, a meeting of the Union and affected employee(s) with the Final Administrative Authority and appropriate management officials for the purpose of resolving the grievance. The Final Administrative Authority will render a decision not later than one (1) workday 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 and, if necessary, prior to the arbitration hearing.

3. Notify the employee and the Union that the removal action is canceled if the Final Administrative Authority so decides.

4. With the Union, jointly contact the arbitrator immediately and confirm a date for the arbitration hearing if the Final Administrative Authority sustains the removal action and if the Union desires to proceed to arbitration.

#### **SECTION 6 - ARBITRATORS**

A list of 5 to 7 arbitrators will be mutually agreed upon and jointly retained by the Parties at all times for this expedited procedure. All of the arbitrators will be contacted in advance to ensure that each agrees to comply with the procedures specified in this Article. The arbitrator list will be arranged in reverse alphabetical order and they will be called in sequential order from the list.

#### **SECTION 7 - INFORMATION REQUESTS**

A request for information by the Union under the provisions of Section 7114(b)(4) of 5 U.S.C. will be processed by the Customer Support Unit within one (1) workday following receipt of the request, unless the nature of the information requires more time, in which case the Union will be notified.

#### **SECTION 8 - ARBITRATOR PROCEDURES**

A. Procedural requirements for the arbitrator:

1. The hearing must be conducted within five (5) workdays after notification of his or her selection to hear the case.

2. The arbitrator will have the obligation of ensuring that all necessary facts and considerations are heard from the representatives of the Parties.

3. Post-hearing briefs will not be submitted.

4. The arbitrator must render a decision within three (3) workdays of the hearing.

#### **SECTION 9 - REMOVAL**

Removal will be delayed pending receipt of the arbitrator's decision.

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## **ARTICLE 42**

### **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.

#### **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 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 contains bargaining unit employees. A Union representative 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 laws, rules, or regulations 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 - IF THE DECISION IS 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 DFAS employees, displaced by direct result of contracting out, the right of first refusal of employment openings created by the contractor. Refusing 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.

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**ARTICLE 43**

**SERVICE OF LEGAL PROCESS**

We agree that employees will be afforded the opportunity to receive service of legal process (e.g., summons, subpoena, or warrant) away from their work area whenever practicable.

## **ARTICLE 44**

### **SUPPLEMENTATION**

#### **SECTION 1 - AUTHORITY OF THE MASTER AGREEMENT**

This Agreement is a Multi-Unit 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 and/or application of this Agreement, which is initiated and processed by the Parties at the OPLOC level, shall only be binding upon the individual Local and the Agency at that OPLOC.

#### **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. The only Articles in this Agreement that can be locally supplemented are those wherein indicated.

B. All matters not in conflict with this Agreement and as specified in Section 1 above are appropriate material for negotiations at the local level, but shall only be binding upon the Parties at that DFAS OPLOC.

C. The Agency will forward information via the quickest method regarding the changes to the union presidents, who will provide any impact and implementation proposals or request the change be placed on the IBT Agenda within 15 workdays after the receipt of changes by each local. All information pertinent to the change will be sent at this time.

D. The Union will have 15 workdays to review and respond to proposed supplementation to policies, regulations, or general changes in working conditions. The parties recognize that fewer days may be necessary based on the immediacy of the change. Extensions will be mutually agreed upon.

## **ARTICLE 45**

### **REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

#### **SECTION 1 - COPIES**

Booklet copies of this Agreement shall be provided by the Agency to each employee in the unit. The Union shall be furnished a reasonable number of copies to meet its needs.

#### **SECTION 2 - EXPENSES**

The expenses for printing and distribution of the Agreement shall be borne by the Agency.

#### **SECTION 3 - SPECIAL NEEDS**

The Agency will make arrangements for employees requiring special accommodations to be able to read this Agreement.

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## **ARTICLE 46**

### **EFFECTIVE DATE, DURATION, AND CHANGES**

#### **SECTION 1 - EFFECTIVE DATE**

The effective date of this Agreement is the date of approval by the appropriate Defense Finance and Accounting Service authority, or 30 days after being signed by the members of the negotiation team. After the effective date, Agreement implementation may be suspended to allow an additional 30 days for both OPLOC and AFGE Union Locals to conduct Agreement orientations among employees. Until this Agreement is implemented, the OPLOCs will continue to be governed by their existing agreements.

#### **SECTION 2 - INTERIM BARGAINING TEAM (IBT)**

A. The parties to this agreement will meet every 6 months, in accordance with the OPLOC's Negotiated Ground Rules. The IBT is tasked with expeditiously resolving issues which would normally accumulate for mid-term bargaining in addition to those labor management problems which arise during DFAS operations as well as policy initiatives which impact on working conditions. Issues requiring immediate resolution may be negotiated as required.

B. A working group will be established and comprised of OPLOC Management officials (LROs) and the Union and DFAS Headquarters representatives. The working group will collect and consolidate issues and concerns and prepare them for the semi-annual meetings with IBT. Each OPLOC and Union will submit issues and concerns through proper channels to the working group at least six weeks prior to each semi-annual meeting.

C. All addenda to this Multi-Unit Master Agreement will be signed by the parties, printed and distributed as they occur.

**SECTION 3 - DURATION**

This Agreement will remain in effect indefinitely, unless either party gives written intent to renegotiate the Agreement at the IBT semi-annual meeting.

**SECTION 4 - 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.

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## **ARTICLE 47**

### **ALTERNATIVE DISPUTE RESOLUTION**

#### **SECTION 1 - COMMITMENT**

The Agency and Union 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 Agency and Union 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 Agency and Union agree to ongoing evaluation to improve the process.

#### **SECTION 4 - IMPLEMENTATION**

A. The implementation of ADR is an appropriate subject matter for local negotiations. Any change to ADR programs will be negotiated.

*B. This Section may be supplemented.*

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## **ARTICLE 48**

### **INFORMATION AND TELECOMMUNICATION SYSTEMS**

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

A. DFAS Policy letters and regulations provide the guidance for Information and Telecommunications systems used within the Agency. The specific office responsible for Information and Telecommunication will brief the Labor Management Committee on procedures and guidance.

B. Information and Telecommunications systems within DFAS 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 do their job and to enhance our Agency's performance. Personal use will be consistent with Section 1. A, above.

B. Employees should also be aware that the use of the Government communications 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 communications systems should not be used for storing or transmitting any personal information that the employee wished to keep private, even if the use is otherwise permitted under the regulations.

## **SECTION 3 - RESPONSIBILITIES**

DFAS employees are responsible for appropriate use of government owned equipment and materials and for reporting instances of inappropriate use to their Supervisors. Upon receipt of these notices Supervisors will be responsible for initiating appropriate action.

Managers/Supervisors are responsible for documenting training, and providing applicable rules and guidance on personal use of material or equipment to their employees (i.e. to include updates and disciplinary and adverse action guidance as required or not less than annually) and for reporting instances of inappropriate use.

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## **ARTICLE 49**

### **WORKPLACE VIOLENCE**

#### **SECTION 1 - COMMITMENT**

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.

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

Physical violence, threats, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated in DFAS. 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.

The Agency and the Union agree that acts, or threatened acts of workplace violence must be dealt with swiftly to prevent further occurrences. Individuals who commit such acts may be removed from the work area/OPLOC and may be subject to disciplinary action up to and including removal, criminal penalties, or both, if warranted. Whenever possible employees will be removed with minimal disruption from the area, as required by the situation.

#### **SECTION 3 - REPORTING PROCEDURES**

We agree that all DFAS employees have the responsibility to report workplace violence to a supervisor, manager or appropriate security personnel.

#### **SECTION 4 - ASSESSMENT TEAM**

We agree that each OPLOC will develop a Workplace Violence Assessment Team. This team will be responsible for reviewing instances of Workplace Violence and will make recommendations concerning training and other actions necessary to carry out the objective of this article.

*This article may be supplemented.*

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## 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) Operating Locations.

**Alternative Work Schedules (AWS):** are flexible work schedules and compressed work schedules. See Article 12 for specific provisions.

**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 purposes of reduction-in-force and transfer of function, the competitive area is each DFAS Center, OPLOC or geographically separate DFAS activity.

**Competitive Level:** that part of an Agency within which employees are in competition for retention in a reduction-in-force. See Article 29 for further information.

**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.

**Continuation of Pay:** the Federal Employee Compensation Act provides that an employee's regular pay may be continued for up to 45 calendar days of wage loss due to disability and/or medical treatment following a traumatic injury. The intent of the provision is to eliminate interruption in the employee's income while the claim is being adjudicated. See Article 18 for further information.

**Core Time Bands:** those hours of the day that employees not on leave or other authorized absence are required to be present for work.

**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.

**Disability Compensation:** compensation benefits received by an employee for disability arising from personal injury or disease sustained while in the performance of duty. See Article 18 for further information.

**Exclusive Representative:** the union locals entitled to act for and negotiate agreements for employees in the bargaining units covered by this Agreement, and responsible for representing the interests of all employees in the units 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.

**Flextime Bands:** those hours of the workday, within the approved tour of duty, that employees may schedule their flextime.

**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.

**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.

**Inspection:** a comprehensive survey of all or part of a workplace in order to detect health and safety hazards. See Article 17 for further information.

**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. See Article 26 for further information.

**Leave Without Pay (LWOP):** a temporary nonpay status 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 registered 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. See Article 26 for details of the process.

**Official Time:** time authorized for union officials and stewards to represent employees, resolve issues and concerns, and administer this Agreement. See Article 9 for further information.

**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 and are required to remain within a reasonable call-back area.

**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. See Article 31 for further information.

**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. See Article 35 for further information.

**Performance Plan:** the written record of an employee's critical and noncritical elements and performance standards. See Article 35 for further information.

**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 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. See Article 31 for further information.

**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, with 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 (not in itself a rating).

**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. See Article 26 for further information.

**Qualified Candidates:** candidates who meet established qualification requirements for a position. See Article 26 for further information, including definitions of "Highly Qualified" and "Best Qualified."

**Rating Officials:** the individuals in the employee's chain of supervisors 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.

**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. See Article 29 for further information.

**Reduction in Grade:** the 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.

**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.” See Articles 1, 4, and 9 for further information.

**Selecting Official:** the individual delegated authority by the Agency to make the decision regarding the selection for placement into 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.

**Servicing Payroll Office:** the DFAS activity which is responsible for processing the pay of the employee.

**Standard Tour of Duty:** the specific hours in the standard 8-hour workday.

**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.). See Article 26 for further information.

**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.

**Traumatic Injury:** a wound or other condition of the body caused by external force including stress or strain. See Article 18 for further information



**Union:** the American Federation of Government Employees (AFGE) Locals.

**Video Display Terminals (VDTs):** word processors and/or computer terminals, which display information on television-like screens (cathode ray tubes).