



Agreement between
SIERRA ARMY DEPOT
And
AMERICAN FEDERATION
of
GOVERNMENT EMPLOYEES
Local #1808

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - PURPOSE.....	2
ARTICLE 3 - EXCLUSIVE RECOGNITION AND COVERAGE.....	3
ARTICLE 4 - PROVISION OF LAW AND REGULATION.....	4
ARTICLE 5 - MANAGEMENT RIGHTS.....	5
ARTICLE 6 - UNION RIGHTS.....	6
ARTICLE 7 - EMPLOYEE RIGHTS.....	7
ARTICLE 8 - UNION-MANAGEMENT COOPERATION.....	8
ARTICLE 9 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATIONS	9
ARTICLE 10 - DRUG FREE FEDERAL WORKPLACE.....	11
ARTICLE 11 - SAFETY AND HEALTH.....	13
ARTICLE 12 - WORK HOURS.....	15
ARTICLE 13 - CLEANUP, LUNCH, AND REST PERIODS.....	16
ARTICLE 14 - EMERGENCIES.....	17
ARTICLE 15 - TELEWORK.....	18
ARTICLE 16 - POSITION DESCRIPTION.....	19
ARTICLE 17 - DETAILS.....	20
ARTICLE 18 - PROMOTIONS.....	21
ARTICLE 19 - PERFORMANCE APPRAISALS.....	23
ARTICLE 20 - TRAINING.....	25
ARTICLE 21 - TRANSFERS AND REASSIGNMENT.....	27
ARTICLE 22 - RETENTION PAY.....	28
ARTICLE 23 - HAZARDOUS PAY AND ENVIRONMENTAL PAY DIFFERENTIALS.....	29
ARTICLE 24 - WAGES SURVEYS.....	30
ARTICLE 25 - TRAVEL AND PER DIEM.....	31
ARTICLE 26 - CONTRACTING OUT OF BARGAINING UNIT WORK.....	32
ARTICLE 27 - REDUCTION IN FORCE.....	33
ARTICLE 28 - LEAVE.....	35

ARTICLE 29 - OVERTIME	40
ARTICLE 30 - CORRECTIVE, DISCIPLINARY, AND ADVERSE ACTIONS	42
ARTICLE 31 - UNFAIR LABOR PRACTICE	45
ARTICLE 32 - GRIEVANCE	46
ARTICLE 33 - ARBITRATION	50
ARTICLE 34 - POLICE OFFICERS	52
ARTICLE 35 - FIREFIGHTERS	54
ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM (ALCOHOL AND DRUG ABUSE)	57
ARTICLE 37 - EQUAL EMPLOYMENT OPPORTUNITY	58
ARTICLE 38 - REASONABLE ACCOMMODATION	59
ARTICLE 39 - OFFICIAL TIME	60
ARTICLE 40 - DUES WITHHOLDING	62
ARTICLE 41 - UNION FACILITIES AND SERVICES	64
ARTICLE 42 - BULLETIN BOARD	65
ARTICLE 43 - DURATION OF AGREEMENT	66
SIGNATURE PAGE	67
ATTACHMENT A	68

ARTICLE 1 - PREAMBLE

Section 1. Pursuant to the Federal Service Labor Management Relations Statute and subject to all applicable laws and regulations issued by the Federal Labor Relations Authority, the Office of Personnel Management, the Department of Defense, and the higher headquarters with authority over activities at Sierra Army Depot, the following represents a Collective Bargaining Agreement.

Section 2. This Collective Bargaining Agreement, hereinafter referred to as the Agreement, is a mutually agreed upon agreement jointly implemented by and between Sierra Army Depot, Herlong, California, hereinafter referred to as the Employer and American Federation of Government Employees (AFGE) Local 1808, hereinafter referred to as the Union, will cover all Bargaining Unit Employees represented by AFGE Local 1808.

ARTICLE 2 - PURPOSE

Section 1. It is the purpose of this agreement, therefore, to:

- a. Identify the parties to the agreement and to define their respective roles and responsibilities under the agreement.
- b. Provide a basic understanding of the manner in which personnel policies, practices, and procedures and other matters affecting conditions of employment will be carried out.
- c. Provide for effective employee-union-management cooperation.
- d. Facilitate the satisfactory resolution of disputes and grievances involving covered bargaining unit employees.

ARTICLE 3 - EXCLUSIVE RECOGNITION AND COVERAGE

Section 1. Recognition and Coverage. The Employer recognizes the Union as the exclusive representative of all civilian employees within the bargaining unit as outlined below.

Section 2. Bargaining Unit. The recognized bargaining units under the terms of the agreement comprises all professional and nonprofessional employees of Sierra Army Depot, U.S. Army, paid from appropriated funds and all non-appropriated fund (NAF) employees of the Department of Defense, Department of the Army, Sierra Army Depot, Herlong, California, including all regular full time, regular part time, and flexible employees.

Section 3. Excluded from Coverage. The following are excluded from the bargaining unit: all employees of Sierra Army Depot Occupational Health Clinic; management officials; supervisors; and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

Section 4. Unit Coverage.

a. Employees hired with temporary appointments are considered eligible employees under the terms of this agreement.

b. Wage Grade Leader (WGL job classification) positions are non-supervisory positions; employees in these positions are considered eligible employees under the terms of this agreement.

c. Employees hired under term appointments are considered eligible employees under the terms of this agreement.

d. Probationary employees are considered eligible employees under the terms of this agreement. It is understood that probationary employees can be terminated at any time prior to the expiration of their probationary period. The authority has held that a grievance concerning the termination of a Probationary employee is excluded from the scope of negotiated grievance procedures, as a matter of law.

f. Non-appropriated fund (NAF) employees are considered eligible employees under the terms of this agreement.

ARTICLE 4 - PROVISION OF LAW AND REGULATION

Section 1. In administering all matters covered by this Agreement, officials and employees are governed by all existing or future laws and regulations, including policies set forth in Government-wide regulations, and by published Department of the Army and Department of Defense policies and regulations. The Employer and the Union have an obligation to administer the provisions of the Agreement in a manner that promotes efficient and effective government operations pursuant to Chapter 71 of Title 5, US Code.

Section 2. For any laws, regulations, and/or policies affecting bargaining unit employees which become effective after the effective date of this Agreement, the Parties agree to fulfill any bargaining obligations as may be required by law or regulation.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. General. Subject to Section 2 of this Article, nothing in this agreement shall affect any management right or the authority of any Management official of the agency:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws:

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

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

(3) with respect to filling positions, to make selection for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Employer's mission during emergencies. An emergency is defined as an urgent, sudden, and serious event or an unforeseen change in circumstances that necessitates immediate action to remedy harm or avert imminent danger to life, health, or property. The Employer will notify the Union of actions taken during emergency situations.

Section 2. Exceptions. Nothing in this Article shall preclude the Employer and the Union from negotiating the following:

a. The procedures used by Management officials in exercising any authority under this Section.

b. The appropriate arrangement for employees adversely affected by the exercise of any authority under this section by such management officials.

c. The Employer is permitted, but not required, to negotiate 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.

Section 3. The employer will have the right to present complaints concerning administration of the agreement to the Union President or their designated representative.

ARTICLE 6 - UNION RIGHTS

Section 1. General. In accordance with applicable laws, rules, regulations, and this agreement, the Union retains the right to:

- a. determine the local's organization structure.
- b. designate representatives of the Union.
- c. determine the Union duties and assignments of unit representatives.
- d. retain, suspend, or relieve representatives from their assigned duties and
- e. determine the procedures, means and methods by which representational duties are performed under the provisions of this Agreement.

Section 2. Exceptions. Except in the case of grievance procedures negotiated under this agreement, the rights of the Union shall not be construed to preclude an employee from:

- a. being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action, or
- b. exercising grievance or appellate rights established by law, rule or regulation.

Section 3. Representation.

- a. The Union shall be entitled to act for, represent and to negotiate agreements covering all employees in the bargaining unit.
- b. In accordance with 5 USC 7114, the Union shall be afforded the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.
- c. In accordance with 5 USC 7114, the Union shall be afforded the opportunity to perform representational duties at 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. Prior to conducting a formal discussion, the Local Union President, or his or her designee, will be provided with reasonable advance notice of the meeting. Whenever possible, the notification should include a brief description of the topic(s) to be discussed.

ARTICLE 7 - EMPLOYEE RIGHTS

Section 1. General. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided below, such right includes the right:

a. to act for a labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress or other appropriate authorities. Except that employees may not lobby Congress on pending legislation while on duty time or official time, or any other government paid time.

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. Individual Concerns. Any employee in the bargaining unit has the right to bring matters of individual concern to the attention of management officials. Employees are encouraged to utilize established supervisory channels in a mutual attempt to resolve concerns at the lowest level possible. Employees may designate the Union to represent them by completing the Union's authorized Representation Form.

Section 3. Pay. The Employer will make every reasonable effort to assure that employees receive their proper pay at the proper time.

Section 4. Orientation. The Employer will advise new employees of their right to join or assist the Union freely and without fear of penalty or reprisal, or to refrain from any such activity, and when requested, will inform employees where information concerning the Union may be found. When a new employee orientation (NEO) is held, the Union shall be afforded up to 30 minutes to welcome new employees.

Section 5. Retirement. The Employer agrees that any employee who contemplates retirement in the immediate future shall be afforded retirement counseling, using the Army Benefits Center – Civilian website. The ABC-C provides automated benefits support to Army-serviced appropriated fund employees through the Government Retirement & Benefits (GRB) Platform and trained Benefits Specialists.

ARTICLE 8 - UNION-MANAGEMENT COOPERATION

Section 1. General. The Parties recognize that a mutual commitment of cooperation in the application of this Agreement promotes both the efficiency of the Employer's operations and the well-being of its Employees. The Parties have the obligation to assure that all Employer and Union Officials are aware of the rights and obligations of the Parties and the contents of this Agreement. The Parties agree that it is in the best interest of the Parties and the public to maintain a climate of cooperation in the compliance with and execution of this Agreement. Both parties agree to participate in a senior-level periodic meeting (monthly or as needed) to discuss overarching issues and concerns. The parties will exchange a summary of the subjects they wish to discuss one week in advance of the meeting.

ARTICLE 9 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATIONS

Section 1. Nothing in this Agreement shall eliminate the responsibility of the Agency and Union to meet and discuss matters not covered by this Agreement as they relate to proposed changes in conditions of employment involving employees of the Unit. Matters appropriate for mid-term bargaining could include, but are not limited to, those issues affecting BUE and within the scope of bargaining, as proposed by either party, which are either newly formulated or changes to established conditions of employment. The Agency agrees, except for emergency circumstances or matters of national security, not to implement any change to conditions of employment prior to fulfilling its bargaining obligations. For any laws, regulations and/or policies affecting bargaining unit employees which become effective after the effective date of this Agreement, the Parties agree to fulfill any bargaining obligations as may be required by law or regulation. *See 20 July 2024 DCPAS memo for clarification if needed.

Section 2. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

- a. relating to political activities prohibited under subchapter III of chapter 73 of this title;
- b. relating to the classification of any position; or
- c. to the extent such matters are specifically provided for by Federal statute.

Section 3. The Employer and the Union agree that they have the mutual obligation:

- a. to approach negotiations with a sincere resolve to reach agreement;
- b. to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays; and
- c. to be represented at negotiations by duly authorized representatives prepared to consult and bargain on any condition of employment.

Section 4. The Agency agrees to provide written notice to the Union via the Union designated email address and the opportunity to negotiate prior to changing conditions of employment for Bargaining Unit Employees (BUE). The initiating party will provide advanced notice to the other party not less than fifteen (15) days prior to the proposed implementation date of any change affecting conditions of employment. The Parties agree that this timeframe may fluctuate due to the mission of the Employer.

Section 5. The Union will be given seven (7) days to review the change and decide whether to invoke its right to bargain. In the event the Union requests to bargain on the

change, the Agency agrees to meet with the Union within seven (7) calendar days from the date of the Union's request to begin bargaining.

Section 6. The Agency's designated representatives and the Union President and/or designated representatives will conduct informal monthly meetings at a mutually agreed upon place and date for the purpose of discussing matters of mutual concern to both Parties. Such meetings may be waived by either party for mission related reasons by mutual agreement.

Section 7. At the request of either party, a joint Union/Management meeting may be conducted for the purpose of discussing issues of mutual concern. Each party will notify the other party in writing, at least three (3) business days in advance of the meeting, including the details of the specific issues they wish to discuss. The date, time, and place will be mutually agreed to prior to the requested meeting. Management will determine the number of members they will bring to these discussions, with the union being allowed an equal number on official time.

ARTICLE 10 - DRUG FREE FEDERAL WORKPLACE

Section 1. Sierra Army Depot supports the Federal government's efforts toward achieving drug-free workplaces through programs designed to offer drug users rehabilitation, while demonstrating to drug users and potential drug users that illegal drugs will not be tolerated in the Federal workplace. There are three main tenets of the program:

- a. Federal employees are required to refrain from the use of illegal drugs.
- b. The use of illegal drugs by Federal employees, whether on duty or off duty, is contrary to the efficiency of the service.
- c. Persons who use illegal drugs are not suitable for Federal employment.

Section 2. Use, possession, or distribution of illegal drugs is inconsistent with the high standards of performance, discipline, and readiness necessary to accomplish the SIAD mission. SIAD employees must refrain from using illegal drugs, whether on or off duty. Illegal drugs include all Federally controlled substances, regardless of applicable State laws.

Section 3. Refusal to submit to testing will be treated in the same manner as a positive drug test.

Section 4. It is the goal of the Employer Drug Testing Program to:

a. Assist in maintaining public health and safety, the protection of life and property, national security, the effective enforcement of the law, and the efficiency of the Federal Service.

b. Deter substance abuse; Identify illegal drug abusers.

c. Assist employees who are voluntarily seeking rehabilitation for illegal drug/substance abuse or have been identified as illegal drug abusers/substance abusers by notifying them of appropriate counseling, referral, rehabilitation services, or other medical options.

d. Assist in determining fitness for appointment or retention of Testing Designated Positions (TDPs). Testing Designated Positions are those positions sufficiently critical to SIAD mission or for the protection of public and/or employee safety and that screening to detect the presence of drugs are warranted as a condition of employment. TDP designated employees may be subject to random drug testing on an unannounced basis no sooner than thirty (30) days from receipt of the DA Form 5019.

Section 5. Conditions for Drug Testing

a. Reasonable Suspicion. An employee may be directed to submit to a urinalysis test, breathalyzer test, or both, when there is reasonable suspicion of on-duty use or he/she appears to be impaired on the job, in accordance with depot policy.

b. Accident or Unsafe Practice (Post-Accident Testing). A SIAD Government employee whose actions caused a vehicular (including forklift) accident on/or adjacent to Sierra property will be tested for alcohol and/or illegal drugs.

Section 6. All union officials and stewards will have the opportunity to request and receive training from the SIAD substance abuse program manager/EAP coordinator on the procedures for the collection, storage, and shipment of urine specimens.

ARTICLE 11 - SAFETY AND HEALTH

Section 1. General.

a. The employer:

(1) shall furnish to each of their employees a place which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to their employees;

(2) shall comply with occupational safety and health standards;

(3) each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued which are applicable to their own actions and conduct.

b. Employees shall report to their supervisors all job-related illness, injuries, and potentially unsafe or hazardous conditions without fear of retaliation or reprisal. The Employer will investigate and take appropriate corrective action.

Section 2. Personal Protective Equipment. The Employer will furnish health and safety equipment, such as safety glasses, goggles, hard-hats, safety shoes, gloves, etc., that are required to be used by employees and the tools necessary for the performance of the employees' positions.

Section 3. The employer will provide all required Personal Protective Equipment to include prescription safety eyewear including lens and frames and a physician or other licensed health care provider prescribed safety related footwear or inserts. Upon completion and approval of a Reasonable Accommodation these items will be purchased by the Employer. Employees will be allowed to retain such equipment if it is not suitable for use by other employees. Safety shoes and eyeglasses will be examples of items normally falling into this category.

Section 4. Notification of Injury Accidents. Annually, the Employer will post a summary of all work-related injuries and illnesses, on depot safety bulletin boards. Union officers will be provided with accident/injury/near miss reports through the Agency's current reporting structure.

Section 5. Depot Safety Committee. Employees are encouraged to participate in the Safety Committee. Employees who volunteer will be considered for the Safety Committee. Those who volunteer and are appointed by their Directors will receive additional periodic training. The Union will be invited to the periodic safety meetings.

Section 6. Safety Training for Employees General. The Employer will provide job safety and health training for employees in accordance with the specific task or regulation standard.

Section 7. Employees working at remote sites on SIAD will have means of communication to contact their supervisors or those who are delegated on the supervisor's behalf in the event of an emergency.

Section 8. Grievances on Safety Issues. The procedures established in the Safety and Health Program shall not preclude the right of any employee to file a grievance at the appropriate step of the negotiated grievance procedure. The responsibility of resolving differences involving health and safety matters remains with the Employer and the Union.

Section 9. Fire Extinguishers. Fire extinguishers will be maintained and kept operational, based on regulations and statutes.

Section 10. Heating of Work Areas. The Employer agrees shop-type work areas will be heated to the extent heating is practicable and within Employer capability.

Section 11. Heat Related Injuries. Heat-related injuries can be prevented. Prevention requires both employer and workers to recognize and respond to heat hazards. The employer is responsible for providing workplaces free of known safety and health hazards, this includes protecting workers from heat-related hazards that are likely to cause death or serious bodily harm. The employer will maintain heat related procedures, with attention to temperature action levels and acclimatization measures, access to shade, heat related emergency response, and heat related training.

Section 12. Ice and Snow Removal. The employer will supply equipment and material to ensure all walkways and paths of egress are clear of snow and ice. The employer will ensure that large areas, such as parking lots and roadways, will be kept as clear of snow and ice as possible.

Section 13. Safety Management System. Union and management agree that safety is a collective effort and the responsibility of both the Agency and employees. The Union and the Agency will cooperate in a continuing effort to support the Agency's Safety Management System and its ongoing endeavor to make its work site safe for all employees.

ARTICLE 12 - WORK HOURS

Section 1. The Employer and the Union recognize the mission of the Employer requires a degree of flexibility and responsiveness to changing conditions uncommon to most organizations within the Federal service. Work schedules of Employees supporting the Sierra Army Depot programs must be geared to the activities being supported.

Section 2. A period of seven (7) consecutive days, beginning at 0001 on Sunday and ending at 2400 the following Saturday, constitutes an Administrative Workweek. A four (4), ten (10) hour per day schedule referred to as a Compressed Work Schedule will be established in most cost centers at SIAD, unless specifically excluded elsewhere. The Basic Workweek normally consists of four (4) consecutive, ten (10) hour days, Monday through Thursday, excluding the prescribed, 30-minute lunch period each day. The official business hours of the Employer are 0630-1700.

Section 3. Alternate Shifts. Alternative shifts will be established by the Agency as needed to provide adequate workforce coverage to emerging/increasing workload in specific work centers.

a. Alternate Shifts will be workload driven. Except when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Union will be provided 21 days notice before implementation, with at least 14 days advance notice to the affected employees. The Union will be afforded 7 calendar days to concur or request to Impact and Implementation bargain the proposal. Should the Union desire to negotiate the issue, they will provide a written notice of appropriate arrangements to the Employer.

b. Except in emergency situations and when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, it is mutually agreed that short changes of employees from an Alternate Shift to the First Shift for training, physical examination, etc. may be necessary. Employer will strive to provide up to at least 14 days' notice to employees to cover these short changes.

c. The occurrence of holidays shall not affect the designation of the basic workweek.

Section 4. Assignment to Tours of Duty/Shifts Alternative Shifts: Assignment to an alternative shift will be made based on the specific work requirements of the Agency, by matching the skill sets of the affected employees in the organization. If sufficient qualified employees do not volunteer to change shifts to meet Agency needs, the Agency will make assignments using the Service Computation Date (SCD) for RIF – starting with employees with the least time.

ARTICLE 13 - CLEANUP, LUNCH, AND REST PERIODS

Section 1. Cleanup. The Employer will provide time, consistent with the nature of the work performed, for employees to change into required uniforms and protective and/or safety items and clean up prior to the lunch period and at the end of the workday. Consistent with the nature of work being performed, supervisors may allow additional duty time to employees for the storage, cleanup, and protection of government property, equipment, and tools prior to the end of the workday. Employees will not leave their designated work areas prior to end of shift.

Section 2. Rest Period. Each shift shall be allowed two paid 15-minute rest periods (inclusive of any travel time) during the middle of the first and last half of each shift. If an employee's physical work site is located a significant distance away from an adequate break location, the supervisor will allow additional travel time for the employee. If an Employee is scheduled to work less than 4 hours during a shift, they are not entitled to a break. Breaks on duty time will not be combined with non- duty lunch periods and will not be taken in conjunction with the start or end of the duty day.

Section 3. Employees are subject to assignment of work during breaks when mission, workload, or customer support requirements dictate. An effort will be made to provide a break at a later time during that duty day if possible; however, in rare circumstances, it may not be guaranteed. Rest periods during the shift may be modified by the supervisor when mission requirements make such action necessary.

Section 4. Lunch. The Employer has identified existing designated areas in or adjacent to populated work centers where employees may eat their lunches. To the extent feasible within the Employer's resources, lunch areas will be adequately temperature controlled and be equipped with tables, chairs, and wash-up facilities.

Section 5. Employees will ensure that personal business (e.g. smoking, personal phone calls, other personal cell phone use) is limited to lunch and break periods. Exceptions may be made for emergencies.

ARTICLE 14 - EMERGENCIES

Section 1. Management may take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. The Agency shall notify the Union as early as practical of any proposed or pending changes in working conditions due to the Agency's response to an emergency. If time allows, the Agency will attempt to include Union leadership while discussing impacts to depot operations.

Section 3. The Parties may engage in Impact and Implementation bargaining prior to the implementation of any changes, upon receipt of a proper request and service of appropriate arrangements. The parties also recognize that during emergencies there could be a need for expedited implementation of new policies or practices affecting conditions of employment. In the event of an emergency wherein bargaining obligations cannot be completed prior to implementation, the Parties agree to engage in post-implementation bargaining as may be required by law or regulation.

Section 4. Weather and Safety Leave. An agency may approve leave in accordance with 5 U.S.C. 6329c.

ARTICLE 15 - TELEWORK

Section 1. Purpose: SIAD and the Union jointly recognize the mutual benefits of a flexible workplace program to the Agency to meet mission-critical needs for a variety of contingencies and help balance work and personal responsibilities for its employees.

Section 2. The Agency will maintain a Telework Program governed by applicable laws, and government- wide rules and regulations. The Agency retains both the discretion and the obligation to determine employee eligibility for telework, subject to business-related, operational needs.

Section 3. The majority of employees at Sierra are not eligible to telework, based on the nature of the duties assigned. Telework will be considered by management, after the employee's submission of a Telework Agreement Request packet to their supervisor. Requests will be considered after consideration of mission requirements, employee performance, conduct, or the needs of the workgroup. Specific terms of the Telework Agreement will be documented in the approved Telework packet. The Agency retains the discretion to terminate telework arrangements if an employee's performance or conduct does not comply with the terms of the telework agreement or if the teleworking arrangement fails to meet organizational needs.

Section 4. If an employee disputes the reason(s) given by his supervisor for not approving, or terminating, his telework agreement, the employee may submit a grievance in accordance with the Grievance Procedure.

ARTICLE 16 - POSITION DESCRIPTION

Section 1. Position Description (PD). Each employee is assigned to a specific PD, which identifies the major functions of their position of record. Employees can access their PD using the Employer's civilian system of record. If the Employer makes a modification to the major duties in the PD, the affected employee shall be afforded the opportunity to discuss the contents of proposed major changes with his or her immediate supervisor. The duties listed in position descriptions are not set forth for purposes of limiting assignment of work. They are not to be construed as a complete list of the many duties normally to be performed. The employee's PD will be used in conjunction with Mission requirements to develop the critical elements of the employees' standards, and in deciding on training courses related to their work. The immediate supervisor will review and discuss the position descriptions with the employee annually. The Employer will provide fifteen (15) days advance notice of major changes of an employee's position description to the employee and the Union prior to implementation of such change. The parties will fulfill bargaining obligations prior to implementation.

Section 2. Job Classifications. Jobs will be graded in accordance with classification standards. If an employee believes that the duties reflected in their respective PD significantly differs from the actual work being performed, they may request a review through their first line supervisor. Supervisors should try to resolve employee's concerns by explaining the current classification and assignment of major duties. If, during the conversation, it is determined that the job description is not accurate, supervisors should revise the employee's job description and attach it to a request for a position review to be submitted to the CPAC for timely resolution. If an employee remains in disagreement with his classification and/or grading, the Employee may appeal that decision to the appropriate authority, which may include the appropriate Director or Manager.

ARTICLE 17 - DETAILS

Section 1. General.

a. The parties recognize the basic principle that an employee normally be assigned to the duties of the position or grade in which employed.

b. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to their position of record and regular duties at the end of the detail. The Employer may detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, while awaiting the granting of or the temporary/permanent revocation of a security clearance, or will enable more effective administration by permitting necessary training of employees and flexibility in utilizing the work force. A detail can also be used to assist an employee in learning a new skill or enhancing an existing skill.

Section 2. Procedures.

a. The following procedures shall apply when offering noncompetitive details as allowed by statute and regulation. The Agency will canvass the qualified employees to determine if anyone wishes to be detailed. If the same number of volunteers as vacancies exist, they may be selected.

b. If there are no volunteers, then the least senior qualified employee(s) may be selected.

c. If more employees volunteer than vacancies exist, the Agency may select from the qualified volunteers.

d. At Management's discretion, an employee may be given the opportunity to decline a detail when other qualified available employees want to volunteer. Qualified candidates are those employees who:

(1) Have the ability to do the work;

(2) Are not otherwise disqualified because of disciplinary or performance problems, properly documented.

Section 3. Details of over thirty (30) days. When it is necessary to detail an employee to another position or other major duties on a full-time basis for a period in excess of thirty (30) calendar days, the supervisor will request formal documentation of the Detail through the Civilian Personnel System. For those Details lasting between fourteen (14) and twenty-nine (29) calendar days, the employee may request formal documentation of their Detail through their supervisor. Documentation of the Details is available to the employees in their electronic Official Personnel Folder (eOPF).

ARTICLE 18 - PROMOTIONS

Section 1. General. The Agency will use the skills and abilities of Bargaining Unit Employees to the maximum extent possible consistent with mission requirements, merit system principles, applicable laws and regulations, and this Agreement.

Section 2. Area of Consideration. Under the provisions of law, regulation, Agency policy, and this Agreement, selecting officials are entitled to fill vacancies from any appropriate source. Selecting Officials may consider the relative merits of internal versus external candidates when filling vacancies. This consideration should be accomplished through informal discussion between the activity servicing staffing function and the selecting supervisor. Competitive actions will be based on merit systems principles through the application of evaluation criteria such as training and experience, competencies, and other appropriate selection criteria. The Agency has the right to select or not select from among a group of best qualified promotion candidates, including the right to reject all candidates.

Section 3. Job Opportunity Announcements (JOAs).

a. Vacancy announcements will provide a summary statement of duties; provide the number of anticipated vacancies to be filled; provide job requirements and competencies; identify appropriate certifications; and provide a statement of the basic qualifications for each vacancy.

b. Applicants must submit an application for each vacancy.

c. In addition to posting on USAJOBS.GOV, the Agency will insert a tab to their website providing a link to all open job announcements. Announcements using competitive procedures will be opened for a minimum of five (5) days. However, exceptions may be made for special hiring authorities. Any changes made by the Employer in the qualifications required for the position vacancy will require that the vacancy be re-announced.

d. Employees may apply for a promotion any time on or after the opening date and up to midnight (EST) on the closing date of the JOA.

Section 4. Temporary Promotions.

a. The Agency retains the right to select the employee to be promoted and to terminate a temporary promotion when the need for the employee's services at the higher grade no longer exists or the term of the promotion expires.

b. Temporary promotions that are expected to last for 120 days or less may be made as an exception to competitive promotion procedures. Employees may only be Temporarily promoted for a maximum of 120 days – during a 365-day period. Such promotions may be rotated among qualified candidates at management's discretion.

*See 20 July 2024 DCPAS memo for clarification if needed.

Section 5. Disputes. Employees who were interviewed but not selected for a permanent promotion may request feedback from the hiring official on measures to take to improve their competitiveness in the future. Non-selection from among a group of properly ranked and certified candidates is not an appropriate basis for a grievance.

ARTICLE 19 - PERFORMANCE APPRAISALS

Section 1. The Agency and the Union agree that: the Federal workforce should be used efficiently and effectively; employees should be recognized for good performance and retained based on adequacy of their performance; inadequate performance should be corrected; and employees who cannot or will not improve performance to meet required standards will be subject to administrative action.

Section 2. The performance appraisal system in effect for all employees will be administered based on their position of assignment and in accordance with all current applicable laws, regulations, and rules in a transparent manner.

Section 3. Performance Plan. Performance objectives will be developed for each employee in accordance with the guidelines for the performance appraisal system. Written performance plans must be developed and approved by supervisors, clearly communicated to employees, and acknowledged by employees.

Section 4. Performance Management. The Agency and the Union agree that Supervisors and employees should engage in two-way performance feedback on expectations and performance throughout the appraisal cycle in accordance with the performance appraisal system guidelines (initial performance plan, mid-point discussion, and final performance appraisal). Acceptable methods of performance feedback include, but are not limited to:

- a. verbal feedback sessions;
- b. one-on-one meetings;
- c. electronic communications;
- d. impromptu recognition;
- e. and/or acknowledgement of performance.

Section 5. Less Than Acceptable Performance.

a. In accordance with all current applicable laws, regulations, and rules, the Agency will provide the following to an employee who is failing to perform or contribute at an acceptable level:

- (1) formal notice (e.g., Performance Improvement Plan (PIP)); and
- (2) a reasonable opportunity to demonstrate acceptable performance.

b. If the employee fails to improve to the acceptable level as required by the PIP, the Agency or its designated representative reserves the management right to initiate

adverse action.

c. If the employee improves to the acceptable level by the conclusion of the improvement period, the Agency or its designated representative will notify the employee in writing that he/she has achieved an acceptable level of performance.

Section 6. Performance Evaluation. At the end of a rating period, the Agency, in accordance with all current applicable laws, regulations, rules, and the employee's performance appraisal system, will provide a written assessment of the employee's performance or contributions during the rating period. The employee's performance will be assessed based upon the substance of their contribution(s). The supervisor will evaluate employee performance by assessing performance against the elements and standards in the employee's approved performance plan and assigning a rating of record based on work performed during the appraisal cycle.

Section 7. Denial Of Within-Grade-Increases (WIGI). The immediate supervisor who proposes to withhold an employees within grade increase shall notify the employee in writing, citing the reason(s) for the proposed denial. The employee will be given a reasonable time in which to bring their performance up to an acceptable level. To receive a WIGI, the employee must be performing at the "Fully Successful" level or higher with a rating of record of "3" or higher. Employees who are eligible for WIGI under a performance appraisal system shall have the right to dispute the denial of the WIGI under the negotiated grievance procedure in accordance with Article 32.

Section 8. Ratings. The Agency shall not impose forced distribution (i.e., quotas) of ratings (e.g., only 10% may receive a Level 5 rating). Ratings will not be manipulated to give undue advantage to any employee.

Section 9. Union Officials. Performance ratings of the officers and stewards of the Union shall be based solely on the performance of mission related activity.

ARTICLE 20 - TRAINING

Section 1. General. The Employer recognizes and accepts its responsibility to provide training and career development opportunities for employees so they may develop their skills, knowledge, and abilities in relation to the needs of the Activity.

Section 2. Procedures. The Employer agrees to establish and maintain effective and comprehensive training programs to enable the organization to meet current and emerging mission requirements. The Employer will identify those situations in the specific work environment where training can aid in achieving defined objectives and goals of the mission. The Employer will also make available to employees in-house and off-the-job training opportunities, consistent with the Employer and employee goals, which will enable employees to perform their work effectively, to utilize their skills and abilities, and attain their career objectives.

a. It is the responsibility of Employees to ensure all-mandatory training is completed by the end of the fiscal year. The Employer will ensure employees are given enough time on training computers to meet their training requirements by the end of the fiscal year.

b. The employer will ensure all mandatory trainings are placed in the system as soon as practical.

Section 2. When mission, budget, and workload permit, the Employer may provide employees on-the-job cross training to the maximum extent practicable as a means of supporting readiness and maintaining a competent and resilient workforce. To be eligible for such cross-training, the affected employees must possess related occupational skills or aptitude and express sufficient interest to ensure satisfactory completion of the training process.

Section 3. Employees will be provided equitable treatment for all training opportunities within their related field based on need and merit. If training is given primarily to enhance promotional opportunities, selection will be made on a basis of merit promotion principles. To the extent permitted by law and government-wide regulation, all directed training will be provided at the Employer's expense.

Section 4. When advance knowledge of the impact of pending changes in equipment, function, organization, or mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees affected.

Section 5. To the extent permitted by law and government-wide regulation, where new or additional credentials or licenses may become required, the Employer will provide training and assistance in meeting the new qualifications (with an established timeframe). For employees who remain unqualified, the Agency will perform a job search for other available positions that they may qualify for.

Section 6. The Employer agrees that training will be scheduled and conducted in the same manner as other assigned work. Scheduled training will normally be conducted during regular working hours. Training will not be scheduled on legal holidays unless required to meet a training need that could not be met by training on another day. The Employer agrees to provide adequate training equipment and facilities and ensure safety of training operations and procedures.

ARTICLE 21 - TRANSFERS AND REASSIGNMENT

Section 1. Reassignment of Employees between Cost Centers. To maintain mission flexibility, the Agency may determine that it is essential to move employees from one Cost Center to another. The Identification of affected employees will be based on the specific work requirements of the Agency, by matching the skill sets of the affected employees in the Agency. If sufficient qualified employees do not volunteer to work in a new Cost Center, the Agency will make assignments using Service Computation Date (SCD) for RIF – starting with employees with the least time.

a. The Union and Employee will be provided at least fourteen (14) days advance notice before implementation of reassignment between Cost Centers. The Union will be afforded seven (7) calendar days to concur or request to Impact and Implementation bargain the proposal. Should the Union desire to negotiate the issue, they will provide a written notice of appropriate arrangements to the Employer.

b. These timeframes do NOT apply when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased or when the Agency needs to move an employee in a time-critical situation (e.g. harassment investigations, employee conflicts, personal safety, etc.).

Section 2. Voluntary Reassignments. A fully qualified employee who desires to transfer from one tour of duty to another or from one Cost Center to another (into a similar position) may submit a written request to transfer (for personal or professional reasons) when there is a vacancy on the desired tour or location.

Section 3. The Agency will review an employee's written reassignment request, and match Agency needs, and necessary skill sets and qualifications prior to making any decision. The Agency will follow all Merit Systems Principals and regulations.

ARTICLE 22 - RETENTION PAY

Section 1. Retention Pay (5 CFR 575.306, Authorizing a Retention Incentive):
Retention Pay is at the discretion of the Employer, when they determine that the unusually high or unique qualifications of the employee or a special need of the agency for the employee's services makes it essential to retain the employee and that the employee would be likely to leave Federal Service in the absence of an incentive.

ARTICLE 23 - HAZARDOUS PAY AND ENVIRONMENTAL PAY DIFFERENTIALS

Section 1. Hazardous Duty Pay to GS Federal Workers

a. General schedule employees may be eligible for premium hazardous duty pay in accordance with the provisions of OPM regulations, and statute (5 CFR, Part 550, Sub-part I).

b. Hazardous duty means duty performed under circumstances in which an accident could result in serious injury or death (as defined in 5 CFR, Part 550, Sub-part I – Definitions).

c. If the hazardous duty has been taken into account in the classification of the position, an agency may authorize payment of hazardous duty pay only when the actual circumstances of the specific hazard or physical hardship have changed from that taken into account and described in the position description; and, when using the knowledge, skills, and abilities required for the position and described in the position description, the employee cannot control the hazard or physical hardship.

Section 2. Environmental Differential Pay for WG/FWS Workers.

a. The appropriate environmental differential will be paid to a WG/FWS employee who is exposed to an unusually severe hazard, physical hardship, or a working condition as described within 5 CFR Part 532, Subpart E, Appendix A.

b. Employees who believe their work situation exposes them to hazards, physical hardships, or working conditions of an unusually severe nature, should discuss the matter with their immediate supervisor. The Union and/or employee(s) shall promptly notify the Agency of any potentially hazardous conditions of which they reasonably believe the Agency is not aware. When the Union and/or employee reasonably believes that a local work situation warrants EDP, the appropriate supervisor will be notified of the title, series, and grade of the position(s) involved; the location; the nature of the potential exposure or potential hazard, physical hardship, or working condition.

c. Employees who are dissatisfied with a local environmental pay decision may grieve that decision through the negotiated grievance procedure.

d. The Agency will notify the Union whenever the Agency proposes to terminate regular and recurring EDP. The notification will include a detailed description of why the EDP termination is being proposed. Within five (5) working days, representatives of the Union and Employer will meet and consult on the matter. If an acceptable decision cannot be reached, either party may submit the case through the appropriate channels for resolution.

ARTICLE 24 - WAGES SURVEYS

Section 1. The Employer agrees to notify the Union of a pending locality wage survey on receipt of notice that a survey is to be made. The Union will be informed of its participation in the survey at such time as the host installation, qualifying Union and local committee memberships are determined.

Section 2. The Employer will keep the Union informed of the progress of the survey and known results upon completion.

Section 3. Union members selected to participate in locality wage surveys will be provided transportation by the Employer or be allowed to use their privately-owned vehicles. Mileage reimbursement for use of a private vehicle will be made in accordance with the Joint Travel Regulations.

ARTICLE 25 - TRAVEL AND PER DIEM

Section 1. Travel and Per Diem as governed by the Joint Travel Regulation (JTR). Employees on temporary duty away from their designated post of duty, will be paid IAW applicable laws and regulations. The travel order official will identify specific travel authorizations, which may include lodging, meals, incidentals, and any authorized mileage for Privately Owned Vehicle (POV) use.

Section 2. Employees who have been authorized by the Authorizing Official to use their POV for official travel in the local area may be eligible for reimbursement of transportation expenses, including mileage, as identified in Para 0206 of the JTR.

ARTICLE 26 - CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. The Agency agrees to comply with the provisions of the current provision of OMB Circular A-76, this Agreement, and other applicable laws and regulations concerning contracting out of workload, when it affects the working conditions of Bargaining Unit employees.

Section 2. The Agency agrees to keep the Union apprised of the development of the consideration to contract out. The Agency will include the Union at the earliest possible time when meetings are held on contracting out pursuant to OMB Circular A-76, when it is not prohibited by law or regulation. All documents relied upon to make the management decision will be released as soon as allowable by applicable laws and regulations.

Section 3. The Agency agrees to consult, where required, with the Union regarding the review of a function for contracting out with the bargaining union. When the Agency determines that unit work could be contracted out, the Employer will meet and confer with the Union concerning the potential impact on bargaining employees (including reassignment, promotion, demotion, transfer, detail, special retirement, RIF, or other actions that impact the benefits of employees). The agency will fulfill any bargaining obligations that may be required by law or regulation.

ARTICLE 27 - REDUCTION IN FORCE

Section 1. A Reduction-in-Force will comply with all government-wide regulations and the provisions of this Agreement.

Section 2. To the extent that is practicable and not prohibited by law, and without interfering with the accomplishment of the Agency's mission, the Agency will resort to a RIF after other means of mitigating a RIF have been exhausted.

Section 3. To minimize the adverse impact on employees, the Agency will, whenever possible and practicable, accomplish the goals otherwise achieved by a RIF through attrition and other cost reduction/mitigation efforts, if applicable, before abolishing positions.

Section 4. Before initiation of RIF procedures, the Union shall be notified in writing via the Union designated email address and provided a briefing (at least 90 days prior to the effective date of the RIF). The information to be provided to the Union will include:

- a. The specific reasons why the Agency considers a RIF to be necessary;
- b. The competitive area in which the RIF will be conducted;
- c. The competitive levels to be initially affected;
- d. The number and work location of employees involved;
- e. The proposed effective date.

Section 5. The Union shall be given an opportunity to provide comments. The Employer will keep the Union updated as information becomes available.

Section 6. The Agency will provide briefings to all employees in the affected competitive area(s) to explain how RIF retention is determined, RIF procedures and policies, employee placement opportunities, RIF entitlements, and services available to employees who are designated for separation in the RIF. A representative of the Union will be invited to attend these briefings.

Section 7. As far in advance as possible of an anticipated RIF, the Agency will notify employees of the need to review their personnel records and ensure that their records are complete and accurate. This notice will advise employees to ensure that their records are up to date concerning:

- a. Veteran's preference;
- b. Most recent performance ratings of record received during the previous four-year period;

c. All periods of Federal civilian and military service;

d. Updated resume to include such things as completed training, current licenses and certifications, and any prior experience.

Section 8. If early retirement or buy-out opportunities (e.g., VERA, VSIP) are offered to employees prior to the issuance of specific RIF notices, the Employer will provide a briefing(s) for employees. Eligibility requirements and the application processes will be explained. The effects of a buy-out or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. A representative of the Union will be invited to attend these briefings.

Section 9. Prior to the issuance of specific RIF notices, the Agency will meet with the Union to review the retention register and the process for issuing specific RIF notices.

Section 10. Unless OPM approval is granted, the Agency will distribute specific RIF notices to all currently affected employees at least 60 days prior to the effective date of the RIF. The Union will be briefed of any changes impacting the retention register prior to distribution of revised specific RIF notice(s).

Section 11. The Agency agrees to continue mitigation strategies until the effective date of the RIF.

Section 12. The Agency will notify all employees who are separated in a RIF of their rights to receive severance pay under law and regulation. Those who are eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive and information on how these payments will be made.

ARTICLE 28 - LEAVE

Section 1. Annual Leave.

a. An employee may use annual leave for vacations, rest and relaxation, and personal business or emergencies. Employees are not required to maintain a specific balance of annual leave. An employee has a right to take annual leave, subject to approval by their supervisor of record. Approval is subject to, but not limited to, other granted leave requests, mission and manning requirements, and pending leave requests.

b. The Employer agrees that seniority, computed from the Service Computation Date (SCD) for Leave, will prevail in resolving conflicting annual leave requests, which cannot be resolved mutually by the employees affected (this does not impact already-approved leave requests).

c. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. When the Employer finds that emergency or unforeseeable work requirements make it necessary to change or cancel previously approved annual leave, the reasons for such actions will be explained to the affected employee in writing. The employee will be provided notice as soon as possible. An employee denied scheduled leave will be given preference in rescheduling leave.

d. The scheduling of annual leave shall be within the respective organization segments. The Employer agrees that approved periods of annual leave should not be involuntarily rescheduled when an employee is reassigned or transferred to a different unit, section, branch, division, or department. When an employee is on a detail or other temporary assignment, the employee must get written authorization from their "Temporary Supervisor" and submit the request for approval to the supervisor of record, using approved leave request procedures. Employee will provide a copy of the written approval to the supervisor of record.

Section 2. Unplanned or Emergency Leave. Leave for personal emergencies will normally be granted. The employee must notify the supervisor, or designated representative, and request approval of a specific type of leave within two (2) hours from the beginning of the work shift. If the employee is unable to make contact with the first supervisor, the employee will leave a message on the supervisor's phone and make contact with another supervisor within the chain of command. Employee may request reconsideration of the leave status given, by making a timely written request with supporting documentation to their supervisor. Timely retroactive approval will be given when circumstances warrant and are properly justified by the employee, and will not be unreasonably withheld. Employee requests, and supervisor approvals should be made in the same pay period if possible.

Section 3. Sick Leave.

a. Employees are not required to maintain a specific balance of sick leave. Sick leave will be granted to employees when he or she:

- (1) receives medical, dental, or optical examination or treatment;
- (2) is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) would, as determined by health authorities, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
- (4) must be absent from duty for purposes relating to his or her adoption of a child.

b. Sick leave will also be granted to employees, when he or she provides care for a family member:

- (1) who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment.
- (2) with a serious health condition. Sick leave will also be granted for an employee who makes arrangements necessitated by the death of a family member or attends the funeral of a family member. Up to 104 hours may be granted under this section for general family care and bereavement purposes, and up to 480 hours may be granted to care for a family member with a serious health condition.
- (3) the employee may not use more than a total of 480 hours during the leave year to care for a family member (cannot "add" 104 and 480).

Section 4. Procedure. Employees who are absent because of illness will request approval of sick leave from their first line supervisor within the first two (2) hours of work shift on the first day (and each subsequent day of absence as necessary). It remains the responsibility of the employee to assure that the communication is delivered to the supervisor. The Agency will provide a phone tree listing to each employee, so they know specifically who to contact if they want to request sick leave and alternates if the primary supervisor cannot be contacted. If the employee is unable to make contact with the first line supervisor, the employee will make contact with the next higher supervisor within the chain of command (as provided in the phone tree).

Section 5. Failure to obtain prior approval for annual leave or sick leave may result in the time being carried as Absent Without Leave (AWOL). An employee may submit a request for reconsideration with appropriate documentation substantiating that request to the supervisor of record. Retroactive approval will be given when circumstances warrant and are properly justified by the employee.

Section 6. Medical documentation. The Agency may require a medical certificate from a physician or other administratively acceptable evidence for period of absence for sick leave in excess of three consecutive workdays or for a lesser period of time when the agency determines it is necessary. A medical certificate means 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. The certificate should provide the dates of care, or incapacitation. An agency may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence.

Section 7. When, in individual cases, there is reasonable evidence to believe that the sick leave privilege has been abused or the employee is on leave restriction, a medical certificate may be required to justify the granting of sick leave.

Section 8. Advance Sick Leave. May be granted solely at the discretion of Management when required by the exigencies of the situation, a maximum of 30 days sick leave may be advanced for an employee's own illness, injury, pregnancy, childbirth, or exposure to a communicable disease.

Section 9. The maximum of sick leave that may be advanced shall not exceed 240 hours. Approval will be contingent on workload and the ability of the employee to "pay back" the advanced leave.

Section 10. Court Leave. An employee is entitled to paid time off without charge to leave for service as a juror in a judicial proceeding or is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party. The employee should provide written documentation to their supervisor prior to the requested date. An employee is responsible for informing his or her supervisor if he or she is subsequently excused from jury or witness service for 1 day or more or for a substantial part of a day. If there is no jury/witness service, there is no court leave. The employee would be charged annual leave, sick leave, or leave without pay, as appropriate.

Section 11. Other types of leave.

a. There are a number of provisions throughout this agreement that potentially grant small periods of administrative leave to employees. It is understood that the Administrative Leave Act of 2016 prohibits any employee from being granted a cumulative total of more than 10 work days (80 hours) of administrative leave in a calendar year. Therefore, it is understood that the maximum amount of administrative leave that can be granted to any employee in a calendar year cannot exceed 80 hours as to do so would violate the law. All absences from duty during the basic workweek must be charged to the appropriate leave category unless there is a legal or regulatory authority for such absence to be excused without charge to leave. Administrative leave (also referred to as "excused absence") is an administratively authorized absence from duty without loss of pay or charge to leave. Excused absences (administrative leave)

are normally authorized on an individual basis. The Agency has the authority and sole discretion to excuse employees from duty without loss of pay or charge to leave in appropriate circumstances. Matters appropriate for excused leave may include:

(1) Voting.

(2) Blood Donation (up to 2 hours).

b. All employees are responsible to make reasonable adjustments for getting to work on time, even when extraordinary conditions are anticipated. Employees may request an excused absence when their tardiness is clearly attributable to extreme weather or other extraordinary conditions. Approval may be granted solely at the discretion of management in accordance with existing statutes and regulations.

Section 12. Wounded Warriors Federal Leave. Under the Wounded Warriors Federal Leave Act of 2015 (Public Law 114-75, November 5, 2015), an employee hired on or after November 5, 2016, who is a veteran with a service-connected disability rating of 30 percent or more from the Veterans Benefits Administration (VBA) of the Department of Veterans Affairs is entitled to up to 104 hours of disabled veteran leave for the purposes of undergoing medical treatment for such disability. An eligible employee will receive the appropriate amount of disabled veteran leave as of the employee's "first day of employment." Disabled veteran leave is a one-time benefit provided to an eligible employee. The employee will have a single, continuous, 12-month eligibility period, beginning on the "first day of employment" in which to use the leave or it will be forfeited with no opportunity to carry over the leave into subsequent years. An employee may not receive a lump-sum payment for any unused or forfeited leave under any circumstance.

Section 13. Paid Parental Leave. The Federal Employee Paid Leave Act provides up to 12 weeks of paid parental leave to each eligible parent in connection with the birth or placement (for adoption or foster care) of a child. An employee must provide notice of his or her intent to take Paid Parental Leave (with complete medical certification or documentation as required) not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable.

Section 14. Leave Without Pay (LWOP).

a. Leave without pay (LWOP) is a temporary non-pay status and absence from duty that is requested by the employee. Granting LWOP is a matter of supervisory discretion and may be limited by agency internal policy.

b. Employees should be aware that LWOP may affect their entitlement to, or eligibility for, certain federal benefits.

c. Employees, however, have an entitlement to LWOP in the following situations:

(1) The Family and Medical Leave Act provides covered employees with an

entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. The Family and Medical Leave Act (FMLA) provides covered employees with up to 12 weeks of unpaid, job-protected leave per year for any of the following reasons: For the birth and care of the newborn child of an employee; For placement with the employee of a child for adoption or foster care; To care for an immediate family member (spouse, child, or parent) with a serious health condition; A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position. An employee must provide notice of his or her intent to take FMLA (with complete medical certification and documentation as required) not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable. Employees have the ability to substitute some portion of the unpaid LWOP with their available balance of Annual or Sick Leave.

(2) When a disabled veteran requests LWOP for medical treatment, as authorized in Executive Order 5396.c. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders, as authorized in the Uniformed Services Employment and Reemployment Rights Act.

Section 15. Absent Without Leave. AWOL is a non-pay status and covers any absence from duty that has not been approved. Charging AWOL is not itself a disciplinary action, however, may be used to support a disciplinary action.

Section 16. Leave Abuse.

a. When leave abuse is suspected or an employee has demonstrated a pattern of leave misuse and/or repeated failures to follow applicable leave procedures, the employee may be subject to corrective and/or disciplinary action from Counselling to a Leave Restriction Letter, to formal disciplinary action – up to and including removal from Federal Service.

b. If leave concerns are not adequately addressed, the supervisor may issue a leave restriction letter to address ongoing leave issues with an employee. The Leave Restriction Letter is a non-disciplinary letter conveying to the employee the specific leave concerns, leave procedures the employee is required to follow going forward, period of restriction, and consequences of not following policy and procedures as outlined in the letter. The employee will be given the opportunity to respond in writing, within seven (7) days. The leave usage of employees under leave restriction will be reviewed by the agency at least every six (6) months and a written decision to continue or lift the restrictions will be made.

ARTICLE 29 - OVERTIME

Section 1. General. Overtime will be applied in accordance with applicable law and government-wide rules and regulations to include the Fair Labor Standards Act (FLSA), 5 CFR 550, and 5 CFR 551. The Employer reserves the right to officially order and/or approve overtime. Overtime will be assigned with the goal of fair and equitable distribution within each cost center among all Employees (matching work requirements, employee qualifications and skills) to accomplish the task. Employees will not be denied overtime opportunities based solely on paid leave usage, whether planned or unplanned. The use of leave may be a factor when scheduling overtime if there is a documented history of leave abuse in conjunction with overtime. The supervisor shall make the final determination of who will work overtime.

Section 2. Mandatory, regularly scheduled, or planned overtime. Where mandatory overtime is required on a regular or recurring basis, the Employer will notify employees who are required to work overtime as far in advance as possible. Except in emergency situations or when the head of the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, employees will be provided at least 2 weeks advance notice.

Section 3. Irregular or intermittent overtime. Where overtime is required due to unexpected or increased workload, the Employer will notify employees who may be required to work overtime as far in advance as possible. Employees will be notified if the overtime is mandatory. For irregular or intermittent overtime, volunteers will be sought first, from those employees who are currently assigned to the work. If additional volunteers are needed, other employees qualified to do the work will be given the opportunity to volunteer. If more volunteers exist than are needed, then preference will be given to employees based on service comp date until slots are filled. Supervisors should make the effort to assure that employees who did not make the current overtime list receive priority consideration during the next available overtime opportunity. If no or too few volunteers exist, management may assign overtime work as needed, beginning with reverse seniority order based on service comp date. An overtime roster may be maintained to ensure an equitable distribution of overtime.

Section 4. The Employer may, upon request, relieve an employee from mandatory overtime provided the reasons for declining are acceptable to the Employer. The parties agree and recognize that in some instances overtime may be canceled after notification has been given to the employee. The Employer will notify the employee of cancellation as soon as practicable.

Section 5. Call-Back Overtime. A minimum of two hours overtime will be paid for Bargaining Unit employees, whether the call back task takes the entire two hours. Overtime payment will begin when the employee reports to the workstation. Call back overtime is that unscheduled work, after completing the daily tour and having left the place of employment, or outside of their regular tour.

Section 6. Compensatory Time Off. Compensatory Time Off or Comp Time is time off with pay in lieu of overtime pay. One (1) hour of compensatory time off shall be granted for each hour of overtime work performed. Bargaining Unit employees may request to accrue compensatory time off in lieu of being paid overtime. Employees exempt from the Fair Labor Standards Act and making more than the maximum rate of pay of a GS-10 may be directed to take compensatory time in lieu of overtime. There is no limit to the amount of comp time an employee may earn. For comp time not used within 26 pay periods, the employee will be paid in accordance with existing pay regulations. Paid holiday time off hours, hours of paid leave (sick or annual), use of accrued compensatory time off, and hours of excused absence with pay are credited as hours of work towards the overtime pay standards.

ARTICLE 30 - CORRECTIVE, DISCIPLINARY, AND ADVERSE ACTIONS

Section 1. General. The objective of discipline is to encourage and motivate (teach, train, and develop) Sierra Army Depot employees to take responsibility and ownership for the rules, regulations, and standards of conduct applicable to the Agency/Employer, and to prevent prohibited activities.

Section 2. In those situations in which the agency determines that progressive disciplinary action is warranted and in keeping with the concept of progressive discipline, when taking disciplinary actions, the penalties imposed should be tailored to the totality of facts and circumstances of the misconduct and the minimum which may reasonably be expected to correct the employee's behavior or conduct. This does not preclude the taking of punitive discipline when such action is warranted.

Section 3. Investigative Procedures.

a. The Agency will exercise due diligence to gather all of the relevant facts and conduct a thorough investigation.

b. Bargaining unit employees shall have the right to invoke their right to representation during the investigatory process if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Agency will ensure that Weingarten rights are provided to the bargaining unit annually.

Section 4. Informal Actions. Informal actions including oral admonishments, verbal counseling/warnings, or written counseling/warnings, and may be used where an offense does not, by itself warrant formal disciplinary action, but could progress to a formal disciplinary action if there is a recurrence of misconduct. These actions provide notice to an employee that a particular incident or action is inappropriate or impermissible. Informal actions may be used to clarify procedure, issue specific instructions, or impose certain requirements in an attempt to correct a deficiency in conduct before a formal disciplinary action becomes necessary. Informal actions may not be counted as a prior disciplinary action, nor do they become matters of record in the employee's eOPF. *See 20 July 2024 DCPAS memo for clarification if needed.

Section 5. Formal Disciplinary and Adverse Actions. Disciplinary actions (except a Letter of Reprimand) require procedural due process including an entitlement to an advanced written notice of the reasons for an action, an opportunity to reply, and a written decision following that response. All other adverse actions will be taken in accordance with 5 Code of Federal Regulations 752 to ensure due process and actions that promote the efficiency of the service.

a. Letter of Reprimand. When the Employer has decided to issue a written reprimand to an employee, the letter of reprimand will include: the specific reason(s) for the action; a warning that future misconduct may result in more severe action; and the

employee's right to grieve the reprimand under the negotiated grievance procedures. A copy of the letter of reprimand will be placed in the employee's eOPF for a specified period, typically not to exceed 3 years.

b. Suspension of 14 Calendar Days or Less. An employee may be suspended from duty and pay for a period of 14 days or less for such just cause as will promote the efficiency of service. When the Employer proposes to suspend an employee, the following procedures will apply:

(1) The Employer will provide written notice of the proposed suspension to the employee. Such notices will:

(a) Include a description of the specific charges, specifications, and details pertaining to the impact on the efficiency of the service, in order to allow the employee to understand and reply to the reasoning for the proposed suspension.

(b) Provide the employee at least ten (10) calendar days to respond orally and/or in writing.

(c) Inform the employee of his/her right to representation.

(d) Identify the material relied upon to support the proposal. If all the material relied upon to support the reasons for the suspension is not attached to the advance notice of the proposed suspension, the employee will be advised where he/she may review such material. Any material/evidence which is not disclosable for an employee's review may not be used in support of a disciplinary action against the employee.

(2) The Employer will issue, in writing, a final decision to the employee. To the extent practicable, the decision should be issued within a reasonable timeframe after the end of the employee reply period. The decision notice will:

(a) Indicate whether the proposed suspension will be sustained, reduced, or canceled. In no case will the action taken be more severe than identified in the Notice of Proposal.

(b) Indicate which charges and/or specifications, as stated in the Notice of Proposal, have been found sustained.

(c) Inform the employee of their grievance rights in accordance with the applicable governing negotiated grievance procedure and other applicable appeal rights.

c. Adverse Action. Adverse actions for the purpose of this Article are suspensions of more than 14 days, removals, furloughs of 30 days or less, or reductions in grade or pay. Adverse actions are effected only for such cause as will promote the efficiency of service.

(1) In accordance with 5 C.F.R. Chapter 752, employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and at least 14 calendar days to reply unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 CFR 752.404(d)(1) and (2).

(2) The Employer will provide written notice of the proposed adverse action to the employee. Such notices will:

(a) Include a description of the specific charges and specifications, and details pertaining to the impact on the efficiency of the service, in order to allow employee to understand and reply to the reasoning for the proposed adverse action.

(b) Identify the material relied upon to support the proposal. If all the material relied upon to support the reasons for the adverse action is not attached to the notice of proposal, the employee will be advised where he/she may review such material. Any material/evidence which is not disclosable for an employee's review may not be used in support of an adverse action against the employee.

(3) The Employer will issue, in writing, a final decision to the employee. To the extent practicable, the decision should be issued within a reasonable timeframe after the end of the employee reply period.

(4) An employee may elect to grieve an adverse action using the negotiated grievance procedure in this Agreement or the statutory appeals procedure established by law and regulation, but not both.

ARTICLE 31 - UNFAIR LABOR PRACTICE

Section 1. General. The Union and Management agree to comply with the following procedures prior to the filing of an Unfair Labor Practice (ULP) charge with the Federal Labor Relations Authority (FLRA).

Section 2. Procedures.

a. The Employer and Union agree that prior to the filing of any unfair labor practice charge with the Federal Labor Relations Authority, the charging party will notify the other party of its intention to file an unfair labor practice. The notice of the charge shall be in writing and shall be provided to the charged party at least fifteen (15) calendar days prior to the filing of a formal ULP with the FLRA.

b. The Parties further agree that they will meet within the fifteen (15) calendar days of the above notification, for the purpose of attempting to resolve the matter, if requested by the charged party. The Parties agree this time period will be used for the purpose of attempting to resolve the situation to the satisfaction of the Parties. However, this Article does not abrogate the obligation of the Parties to meet the time limitations for filing with the Authority in 5 U.S.C. § 7118.

ARTICLE 32 - GRIEVANCE

Section 1. General. A Grievance is a disagreement between the Employer and the Union or an employee of the Unit on a matter which is subject to control of the Employer or Union. The Employer and the Union agree that every effort will be made to settle grievances informally at the lowest possible level.

Section 2. Definition. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee;
or
- c. By any employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation or a claim of breach of this Agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. The following matters are excluded from this grievance procedure:
 - (1) Any claimed violation relating to prohibited political activities;
 - (2) Retirement, life insurance or health insurance;
 - (3) A suspension or removal for national security reasons under 5 USC 7532;
 - (4) Any examination, certification or appointment;
 - (5) The classification of any position which does not result in the reduction in pay or grade of any employee.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union and employees of the bargaining unit for resolving grievances.

Section 4. Representation: The Union is the exclusive representative for Unit Employees, and Unit Employees are entitled to a Union representative at any step of the Grievance Process.

Section 5. Formal Grievance Procedures.

- a. Step 1. All formal grievances, except as provided for in Section 12, shall first be taken up by the concerned employee or Union representative with the appropriate

management official in an attempt to resolve the matter. Grievances must be presented in writing within twenty-one (21) calendar days from the date the employee or Union became aware of the grievance. The Union representative must be given a reasonable amount of time to be present if the employee so desires. The supervisor will meet with the aggrieved employee(s), and union representation if one has been requested by the employee(s), within seven (7) calendar days after receipt of the grievance. The Agency will attempt to resolve the grievance within twenty-one (21) calendar days, from the initial date of the grievance and provide a written response to the employee/Union.

b. Step 2. If the matter is not satisfactorily resolved at Step 1, the employee or Union representative may, within fourteen (14) calendar days of receipt of the Step 1 response, submit the matter in writing to the employee's Director. The Director will meet with the Union representative and any aggrieved employee(s) within seven (7) calendar days after receipt of the grievance. The Agency shall respond in writing within fourteen (14) calendar days, from the date of the Step 2 grievance.

c. Step 3. If the grievance is not resolved at Step 2, the employee/ Union may within fourteen (14) calendar days of the Step 2 response, forward the grievance to the responsible Manager for further consideration. The Manager will meet with the Union representative and any aggrieved employee(s) within seven (7) calendar days after receipt of the grievance. The Manager will furnish the employee/Union representative a written response within fourteen (14) calendar days, from the initial date of the Step 3 grievance.

d. If the grievance is not satisfactorily resolved at Step 3, the employee/Union or the Employer may refer the matter to Arbitration.

Section 6. Union Grievances. Grievances which impact on the bargaining unit as a whole may be submitted by the Local President, or his designated representative, directly to the Depot Commander or designee in writing within twenty-one (21) days. The parties will meet within seven (7) days after receipt of the grievance to discuss the issue(s). The Commander or designee shall give the Union President a written answer within twenty-one (21) calendar days, from the initial date of the grievance. If the grievance is not settled by this method, the Union may refer the matter to arbitration.

Section 7. Agency Grievance. Agency grievances are submitted in writing by the Depot Commander or Depot Deputy to the Commander, or designee, to the AFGE Local 1808 President or designee within twenty-one (21) days after discovery of the matter that gave rise to the grievance. The parties will meet within seven (7) days after receipt of the grievance to discuss the issue(s). The Union President or designee shall give the Depot Commander a written answer within twenty-one (21) calendar days, from the initial date of the grievance. If the grievance is not settled by this method, the Agency may refer the matter to arbitration.

Section 8. Group Grievances. In cases involving two (2) or more employees with a grievance, which are substantially similar in nature, their grievance may be processed

as one (1) at the election of the filing parties.

Section 9. Time Limits.

a. Failure on the part of either party to meet any of the time limits of this grievance procedure without mutual consent will serve to permit the grievant to move the grievance process to the next step, including arbitration.

b. However, Negotiated Grievances that are not submitted within the required timeframe will be considered untimely and non-arbitrable. Timelines may be extended by mutual agreement of the Parties after written request.

c. All time limits in this Article may be extended by mutual consent.

Section 10. Question of Grievability. All disputes of grievability shall be referred to arbitration as a threshold issue in the related grievance and shall be decided by the arbitrator prior to a hearing on the merits. Procedural arbitration objections must be raised at the earliest possible time, but no later than thirty (30) days prior to a scheduled arbitration date.

Section 11. Grievances must include the following:

a. The name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union or the Employer;

b. Statement of the grievance, to include the event upon which the grievance is based, and the date it occurred;

c. The law, rule, regulation, or CBA Article the aggrieved party believes was violated, as applicable;

d. The requested remedy;

e. The original or electronic signature of the filing party and his/her designated representative, if applicable.

Section 12. Disciplinary and Adverse Action – Negotiated Grievance Procedures. An employee who elects to grieve any disciplinary or adverse personnel action must initiate the grievance procedure/file their grievance within twenty-one (21) calendar days of the final Notice of Decision. The employee must submit the grievance in writing, with the information identified in Section 11 of this Article. Employees have the right to Union representation at any stage of the grievance related to this action.

a. Individual grievances arising from letters of reprimand and suspensions of fourteen (14) days or less will be initiated by the employee within twenty-one (21) calendar days after the final Notice of Decision.

b. Suspensions of more than fourteen (14) days or removals may be grieved by the employee or appealed to the Merit Systems Protection Board (MSPB), but not both. If the employee elects to grieve the adverse action, their grievance must be initiated within twenty-one (21) days after the final Notice of Decision.

c. The Commander will have twenty-one (21) calendar days in which to answer the grievance in writing.

ARTICLE 33 - ARBITRATION

Section 1. General. Arbitration, by either party, may be resorted to only after the procedure provided for in the Grievance Article of this Agreement is fully complied with, and a satisfactory resolution has not been reached. Notification of the decision to invoke arbitration must be received within fourteen (14) calendar days following the final grievance decision.

Section 2. Procedures.

a. Within fourteen (14) calendar days from the date of receipt of a valid arbitration notice, the moving party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The requesting party shall bear the cost of ordering the FMCS panel. The parties shall meet within fourteen (14) days after the receipt of such list to select an arbitrator. The Employer and the Union will each alternately strike one arbitrator's name from the list of seven (7) and will repeat this procedure. The invoking party shall strike first. The remaining name shall be the duly selected arbitrator.

b. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the moving party shall be empowered to make a direct designation of an arbitrator to hear the case.

c. The hearing should be held as soon as practicable. The parties will meet at least fourteen (14) days before the hearing and make a good faith attempt to agree on a joint submission of issues and exhibits. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission, with a copy to be furnished to the other party, and the arbitrator shall determine the issue or issues to be heard. A copy of any contract provision relating to arbitration of the grievance shall accompany the submission.

d. The total cost of arbitration shall be borne equally by the Agency and the Union. The Arbitrator's fees will be paid to the Arbitrator after the final decision is rendered.

e. The arbitration hearing will be held on the Agency's premises during regular day shift hours of the basic work week by mutual agreement of the parties. Depot employees who are required for a hearing will be in a duty status during those hours occurring during their normal work schedule. Union representatives, the grievant(s), and any union witnesses will be granted official time under 5 USC 7131(d) to attend. Any management witnesses will be in a regular duty status. The parties will exchange lists of witnesses who they expect to testify at least ten (10) days prior to the hearing.

f. The arbitrator shall have no power to add to or subtract from, disregard, or modify any of the terms of this Agreement, and the award must be fully consistent with all

pertinent laws, and regulations and in compliance with applicable FMCS rules and regulations.

g. Arbitrations will be conducted as oral proceedings, with no verbatim transcript, unless requested by one of the parties or the Arbitrator. In the event such a transcript is requested, the requestor will confirm with the other party whether the request is mutual. If not requested by both parties, the requestor will be solely responsible for its cost. If the non-requesting Party later wishes to have a copy of the transcript, that Party will pay one-half of the original cost for a copy of the transcript to the requesting Party. No such requests will be made under the Freedom of Information Act. The Parties agree that a copy of any hearing transcript, obtained by any method other than that set forth above, may not be used in the preparation/development of any brief, argument, or to otherwise further a position related to the case. If requested by the arbitrator, the cost of the transcript will be included in the total cost of the arbitration, to be split evenly by the parties.

h. The arbitrator shall have the authority to make all determinations concerning grievability/arbitrability. Either party may raise grievability/arbitrability determinations as threshold issues to be determined prior to a hearing on the merits. If mutually agreeable, in lieu of a hearing on the threshold issues, the parties may submit written briefs to the arbitrator. All threshold issues of grievability/arbitrability shall be decided by the arbitrator prior to a hearing on the merits.

i. Following the conclusion of the hearing, either or both parties may submit a written closing brief within thirty (30) calendar days. If a transcript has been requested, the written closing brief shall be due within thirty (30) calendar days of receipt of the transcript.

j. The arbitrator shall be encouraged to render a decision within thirty (30) calendar days after the conclusion of the hearing or from the submission of closing briefs. The decision will be in writing and include a statement of the basis for the decision and shall be furnished concurrently to the Union and the Employer. The arbitrator's award shall be binding on the parties, subject to the oversight and appeal process of any/all relevant bodies, courts, tribunals, or other similar authorities.

Section 3. Time Limits. The time limits of this Article may be modified by mutual consent of the parties.

Section 4. Attorney Fees. An employee who is found by appropriate authority under applicable law, rule, regulation, or collective bargaining agreement, to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all, or part of the pay, allowance, or differentials of the employee shall be entitled to recovery of reasonable attorney fees and costs, as allowed by law.

ARTICLE 34 - POLICE OFFICERS

Section 1. Uniform- All uniform related issues will be governed by the appropriate AR for all bargaining unit members of the force. Additional SIAD specific uniforms and equipment may be required and will be provided by the Agency. Uniforms and equipment must be properly fitting and maintained.

Section 2. In order to promote the fitness and well-being of its officers, Law Enforcement will be provided access to workout equipment and showers as staffing and mission dictates. Officers are allowed to work out on duty with the following criteria being met: after employees turn in their arms and equipment, they will be afforded up to fifteen (15) minutes to prepare for a workout, up to one (1) hour to work out, and up to fifteen (15) minutes to shower, change, and report back to their duty station to retrieve their arms and equipment.

Section 3. Access Control Points. The Agency shall maintain gate/guard shacks in a safe and sanitary manner, providing officers some protection from the elements. Employees will be provided localized heat and cooling sources as available.

Section 4. Emergency Lodging. Emergency lodging shall be made available as deemed appropriate by the Agency for emergencies (including road closures or inclement weather) as established by the Agency. Lodging may include, at minimum, a private bunk, with rooms separated by gender. Access to a kitchen stove and/or microwave shall be made available to prepare meals.

Section 5. Law Enforcement operations are designed to cover seven (7)- day 24-hour period. The assigned Tours of Duty will be based on staffing and mission requirements. Officers shall receive overtime pay in accordance with FLSA standards and night-shift differentials as appropriate. Officers shall be compensated for meal and break periods that are worked.

Section 6. Trading Hours. Law Enforcement officers seeking to trade shifts may do so based on their position - complete shifts between two (2) officers shall be traded. All traded shifts must be submitted to the supervisor for approval, with a minimum of two (2) days prior to the scheduled shift. The recorded work schedules must be changed for both employees before trade time occurs.

Section 7. IAW the provisions of Army Regulations and AMC Army Command Fleet Manager Exemption Approval, assigned Law Enforcement personnel may use government vehicles for transportation to on Depot commercial restaurants and eating establishments, provided they are on official duty, and receive supervisor approval. If the Agency has an approved waiver, assigned Law Enforcement personnel may be approved for an exemption to use GSA leased law enforcement vehicles for obtaining food and/or personal relief at off-depot commercial establishments while on official duty provided:

- a. Supervisor must approve the trip.
- b. Off-depot commercial restaurants will not be utilized when on-post dining facilities such as MWRs and commercial restaurants are open and serving food.
- c. To avoid the appearance of waste, fraud, and abuse of Government assets, meal trips will be consolidated as much as possible to reduce the number of vehicles used for this purpose.

Section 8. Training. Training will be provided as recommended by the Chief of Police and the Field Training Officer.

ARTICLE 35 - FIREFIGHTERS

Section 1. This article pertains to Fire and Emergency Services (F&ES) and bargaining unit employees who occupy positions Fire Protection and Prevention Services, GS 0081, hereafter known as F&ES employees.

Section 2. Physical Fitness: Physical fitness testing will be in accordance with Army regulations and the assigned position description.

Section 3. The Employer agrees to establish and maintain effective and comprehensive training programs to enable the organization to meet current and emerging mission requirements. The Employer will identify those situations in the specific work environment where training can aid in achieving defined objectives and goals of the mission. The Employer will also make available to employees in-house and off-the-job training opportunities, consistent with the Employer and employee goals, which will enable employees to perform their work effectively, to utilize their skills and abilities, and attain their career objectives. The agency will pay all necessary expenses in accordance with Joint Travel Regulations and employee training regulations. Licensing costs may be covered, provided it is required by the position occupied by the employee.

Section 4. Tour of Duty-Hours of Work. All Fire personnel are required to work their assigned schedule unless leave has been approved. Off-duty time is determined by the supervisor in charge of the shift.

Section 5. Trading Hours. Employees may voluntarily agree to swap shifts subject to management's approval. Once a shift swap is approved, the swap is final and cannot be changed unless both parties agree. If an employee fails to show up to work the approved swapped shift, they will be considered AWOL (absent approved leave or comp time).

Section 6. Seniority. Service computation date for leave will be utilized in the scheduling of annual leave. The hybrid seniority determination will be used for other actions, such as shift bid, bunkroom assignments, and schedule changes.

Section 7. Overtime. Two (2) overtime rosters will be utilized, a mandatory roster and a voluntary roster. Any employee that voluntarily works, or is mandatorily required to work, will be moved to the bottom of the appropriate roster.

Section 8. Station Uniforms for Firefighters. The uniform requirements will be governed by Army regulations.

Section 9. Fire Personnel Shift Assignments. Shift assignments are based first on mission requirements, and then seniority for selection.

Section 10. Duty Station Health and Safety.

a. The employer agrees to maintain a safe and healthful working environment by establishing and operating its fire and emergency services program in accord with applicable Army regulations and policies.

b. The agency will provide the following:

- (1) Sleeping quarters with adequate furnishings
- (2) Lockers or cabinets for the storage of personal items
- (3) Refrigerator and freezer space, within department spaces
- (4) Cooking appliances and eating utensils
- (5) Tables and Chairs
- (6) Dishwasher
- (7) A Washer and Dryer and Extractor
- (8) TV with service
- (9) WIFI
- (10) Lounge chairs

Section 11. Authorized use of Emergency Vehicles.

a. Emergency response personnel on duty are authorized to utilize government owned emergency response vehicles in accordance with Army policy and regulations.

b. Emergency response personnel on duty may be authorized to utilize government owned emergency response vehicles for non-emergency response purposes while in the performance of normal duty operations across the depot (including performing representational duties, negotiating sessions, labor management forums, etc. held on the installation).

c. IAW the provisions of Army Regulations and AMC Army Command Fleet Manager Exemption Approval, assigned Fire and Emergency Service personnel may use government vehicles for transportation to on Depot commercial restaurants and eating establishments, provided they are on official duty, and receive supervisor approval. If the Agency has an approved waiver, assigned Fire and Emergency Service personnel may be approved for an exemption to use GSA leased law enforcement vehicles for obtaining food and/or personal relief at off-depot commercial establishments while on official duty provided:

(1) Supervisor must approve the trip.

(2) Off-depot commercial restaurants will not be utilized when on-post dining facilities such as MWRs and commercial restaurants are open and serving food.

(3) To avoid the appearance of waste, fraud, and abuse of Government assets, meal trips will be consolidated as much as possible to reduce the number of vehicles used for this purpose.

ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM (ALCOHOL AND DRUG ABUSE)

Section 1. Employee Assistance Program (EAP).

a. The Union and the Employer jointly recognize alcoholism and drug abuse as serious conditions affecting the physical and mental health and well-being of individuals.

b. The EAP is a Federal program designed to help employees with problems that may affect their well-being and their ability to do their jobs. The purpose of the EAP is the appropriate prevention, treatment, and rehabilitation of employees with alcohol, drug abuse or other problems that are adversely affecting the employee's job performance and/or conduct. At the installation level, the EAP coordinator provides the following basic EAP services:

(1) Screening-assessment interview and short-term counseling. The initial screening and assessment interview identifies, documents, and evaluates individual strengths, weaknesses, problems, and needs. In addition, this interview lays the foundation for further referral.

(2) Referral for treatment and rehabilitation. The EAP coordinator refers an employee to the appropriate treatment or rehabilitation resource after determining the nature of their problem.

(3) Follow-up services. Follow-up services help the employee readjust to their job.

c. The Employer shall inform employees of the program and its services annually.

ARTICLE 37 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. General. The Agency and the Union acknowledge their mutual responsibilities to promote a work environment that allows employees to perform their jobs in an environment free from any unlawful discrimination. We commit to Equal Employment Opportunity (EEO) in Federal employment, consistent with Federal merit system principles and applicable law, for all persons, and to prohibit discrimination in employment because of race, color, religion, sex, national origin, reprisal, disability, age, sexual orientation, gender identity, genetic information, status as a parent, or other impermissible basis.

Section 2. The Agency's Equal Employment Opportunity (EEO) Program will be conducted in accordance with applicable law and government-wide rules and regulations. The Employer will follow this Agreement, 29 C.F.R. Part 1614, and all other appropriate acts pertaining to this subject. The Employer shall maintain a continuing affirmative program to promote equal opportunity and to identify and eliminate discriminatory practices and policies, including the counseling of individuals and the fair and impartial investigations of complaints, pursuant to 29 C.F.R. § 1614.102.

Section 3. Complaints.

a. Any employee who believes that he or she has been subjected to unlawful discrimination has the right to file a complaint. Employee must contact the servicing Office of Equal Employment Opportunity within forty-five (45) calendar days of the alleged discrimination.

b. If the complainant is an employee of the agency, they shall follow the process to request and receive approval for a reasonable amount of official time, if otherwise on duty, to prepare their complaint and to respond to agency and EEOC requests for information. If the complainant designates another employee of the agency as their representative, the representative shall have a reasonable amount of official time, if otherwise on duty, to prepare the complaint and respond to agency and EEOC requests for information. An employee representative is the employee's choice except that the representative may not be an Equal Employment Opportunity program official, nor any other official whose representation would conflict with their official duties. Any employee or Union Official so designated shall be granted official time to perform their representational functions in accordance with 29 C.F.R. § 1614.605.

Section 4. The agency is not obligated to change work schedules, incur overtime wages, or pay travel expenses to facilitate the choice of a specific representative or to allow the complainant and representative to confer. Complainants and their representatives must be in an official duty status when their presence is required by the agency or EEOC officials in connection with a complaint. The agency may change work schedules or permit overtime wages where required by the Agency or EEOC officials.

ARTICLE 38 - REASONABLE ACCOMMODATION

Section 1. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, and the U.S. Army Procedures for Providing Reasonable Accommodation for Individuals with Disabilities, the Agency will offer reasonable accommodation to qualified employees or applicants with disabilities, unless to do so would cause undue hardship.

Section 2. A reasonable accommodation is any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities.

Section 3. The Agency will offer reasonable accommodation to qualified individuals with a mental or physical impairment that substantially limits one or more major life activities, with either a record of such impairment or is regarded as having such impairment. To be regarded as a qualified individual with a disability, they must possess the requisite skill, experience, education, and other job-related requirements of the position, who can perform the essential functions for the position with or without a reasonable accommodation. The parties recognize that individual accommodations will be determined on a case-by-case basis.

Section 4. Employees who require reasonable accommodations may raise the matter with their supervisor or the EEO office but must follow the Army's reasonable accommodation procedures.

ARTICLE 39 - OFFICIAL TIME

Section 1. As provided in 5 USC 7131, official time shall be granted as specified in law and in any additional amount the Agency and the Union agree to be reasonable, necessary, and in the public interest.

Section 2. The Union will receive up to six (6) hours of official time per Position covered by the Unit, per calendar year. This bank of hours is inclusive of official time by elected Officials and Union Stewards for any and all purposes included in this Agreement and to the maximum extent permitted by law. The Union and the Agency will meet in January each year to establish the calendar year authorized level of Official Time. They will also review the number of covered positions three (3) other times during the calendar year to determine the total bank of Official Time hours available (April, July, October). The Official Time authorization may be adjusted up or down during those reviews, as the workforce numbers fluctuate. These hours do not carry-over from one calendar year to another.

Section 3. The Union may distribute this bank of hours as necessary for the administration of the Union, to include a 100% official time designation of the Union President.

Section 4. Management agrees that official time will be granted for Union representative(s) unless it will adversely affect mission requirements if they are otherwise in a duty status, and the total amount of hours used by the Union do not exceed the authorization. If workload considerations preclude approval, the supervisor shall advise when rescheduling of the request is possible. The amount of time will be determined on a case-by-case basis and will take into consideration the scope and complexity of the specific function.

Section 5. The use of official time, in accordance with this Agreement, will not affect an employee's performance evaluation. Any union official on 100% official time will not receive a performance rating.

Section 6. The Union may also use their allotted Official Time for unit employees who are officials or stewards of the Union, for purposes of attending Union sponsored training sessions conducted in accordance with criteria outlined in applicable higher authority policies and regulations. Travel and per diem costs will not be paid by the Employer in connection with such sessions. Requests for official time by the Union will provide complete information concerning number of officials to attend, length of time involved, and subject matter of the training.

Section 7. Authorized Functions: Union Stewards and elected Officials will be allowed reasonable amounts of official time when representing the Union or employees while:

a. Performing representational duties that allow the Union to fulfill their statutory and contractual obligations.

b. Performing representational duties, connected to any administrative appeals and complaint process, including appeals to the Merit Systems Protection Board (MSPB), complaints to the Equal Employment Opportunity Commission (EEOC) or Office of Special Counsel (OSC), appeals and complaints to the Federal Labor Relations Authority (FLRA).

c. No official time will be authorized for functions excluded by applicable law or regulation. Official time will not be used for any activity performed by an employee relating to the internal business of the Union. This includes solicitation of membership and the election of Union Officials.

Section 8. Official Time for Employees: Employees will be granted a reasonable amount of official time to prepare and present grievances, respond to disciplinary proposals, and prepare and present appeals where authorized by applicable law and/or regulation.

Section 9. The Agency's approved Official Time Request Form will be used to request, grant, and account for all official time.

ARTICLE 40 - DUES WITHHOLDING

Section 1. General. The Employer shall deduct amounts from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the unit for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

Section 2. Conditions. Regular bi-weekly union dues shall be deducted by the Employer from the employee's pay each period, in accordance with regulations, when the following conditions have been met:

a. The employee is a member in good standing of his appropriate local Union, affiliated with the Union, or has signed up for membership subject to the payment of his dues through voluntary allotment as provided herein.

b. The employee's earnings are regularly sufficient to cover the amount of the allotment.

c. The employee has voluntarily authorized such a deduction on Standard Form 1187.

Section 3. Responsibility of Union. The Union is responsible for providing the standard form prescribed by regulation; distributing it to its members; certifying as to the amount of its dues; delivering the completed form to the Employer; and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4. Process: The Union will validate that an employee is a Unit Employee before collecting and submitting the appropriate payroll deduction form. The Agency will furnish a list of all bargaining unit employees to the Union on a monthly basis.

Section 5. Dues Termination. An employee's voluntary allotment for payment of his/her union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occurs:

a. Loss of exclusive recognition by the Union.

b. Separation of an employee from the unit for which the Union holds exclusive recognition.

c. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of their local Union. Such notice shall be promptly forwarded by the Union to the Employer.

d. An employee may terminate their authorization for the deduction of Union dues by submitting Standard Form 1188 to the Union. If an employee is eligible to terminate their

dues deduction, the Union shall promptly forward the SF 1188 form to the Employer for processing. A termination of allotment will not be effective, however, until the first full pay period following one year from the date the first deduction was made by the payroll office, provided the form or request is received in a timely fashion. After the one-year anniversary, the employee may cancel their dues withholding at any time.

ARTICLE 41 - UNION FACILITIES AND SERVICES

Section 1. The Employer agrees to furnish office space with adequate heating, ventilation, lighting, and cooling to the Union and for the sole use of the Union. The purpose of this office will be primarily to allow private and confidential conditions for the discussion necessary in handling the Union's obligations and responsibilities under Labor/Management relations, as defined in the negotiated agreement, and for the proper maintenance of Union files.

Section 2. The Union is allowed to access the union office in order to hold meetings with members of the unit outside of regular working hours.

Section 3. Use of government computers and telephones will be limited to representational activities and communication directly between the Union and the Employer (i.e.- the Labor Relations Officer, management). The Union will not utilize government resources to conduct internal union business and will comply with all Agency guidelines on the use of electronic communication systems to include meeting and complying with any internal security requirements for access and use.

ARTICLE 42 - BULLETIN BOARD

Section 1. General. Many major work sites have both official and informational bulletin boards. Space will be designated on the existing informational bulletin boards within the depot for the posting of Union notices and similar information material. The Union will be afforded up to one-fourth (1/4) of the space on an existing informational bulletin board, at the bottom left of the board. This material will be posted and maintained by the stewards. All material posted will be the sole responsibility of the Union with respect to its accuracy and adherence to ethical standards. The Union will be afforded similar space utilization if the Agency transitions or installs electronic bulletin boards in the future.

ARTICLE 43 - DURATION OF AGREEMENT

Section 1. General. This Agreement is subject to approval by the head of the agency consistent with 5 USC 7114(c). This Agreement shall remain in effect for a period of three (3) years from the date it was signed by the parties.

a. Either party may give written notice of a desire to negotiate the Agreement within 100 days of the third anniversary of this agreement. The present Agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

b. If neither party gives notice of intent to open negotiations of the Agreement, the Agreement will automatically be renewed for an additional three (3) years.

c. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplement agreements. Such supplement will be required when there are changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Authority and the Federal Services Impasses Panel. Any supplements will remain in effect in accordance with the provisions of this Article.

SIGNATURE PAGE

MANAGEMENT:

DONALD C. OLSON
Chief Negotiator

NANCY A. SINCLAIR
Agency Chief Legal
Counsel

WILLIAM A. ROWLAND
Agency Team Member

DAVID CRESPO
Agency Team Member

DORI F. HOLMES
Agency Team Member

SANDIE M. HUBBARD
Agency LMER

KATHERINE D. O'SULLIVAN
Note Taker

UNION:

NICOLE FERREE
Chief Negotiator

RICKY A. GOTCHER
President
AFGE Local 1808

ERIC E. BARTON
Executive Vice-
President

KATANA M. BARTON
Treasurer

MISTY R. ARTEAGA
Union Team Member

Approved by the Department of Defense on _____

SIGNATURE OF THE PARTIES TO THIS AGREEMENT

JASON A. HAYNES
LTC, LG
Commanding

RICKY GOTCHER
President
AFGE, Local 1808

In Witness Whereof, the Parties Hereto have Executed this Agreement Effective:

Date approved by the Defense Civilian Personnel Advisory Service:

ATTACHMENT A



DEPARTMENT OF DEFENSE
DEFENSE CIVILIAN PERSONNEL ADVISORY SERVICE
4800 MARK CENTER DRIVE
ALEXANDRIA, VA 22350-1100

July 30, 2024

MEMORANDUM FOR DONALD C. OLSON, DEPUTY TO THE COMMANDER
74 CURRENT STREET, BUILDING 150
P.O. BOX 5000
HERLONG, CALIFORNIA 96113-5000

SUBJECT: Agreement between Sierra Army Depot and American Federation of
Government Employees Local #1808

The subject agreement, initially executed on April 24, 2024, was reviewed by this office pursuant to 5 U.S.C. §7114(c) and disapproved on May 17, 2024. The parties revised the disapproved provisions and re-executed the agreement on July 10, 2024. These changes have been reviewed pursuant to 5 U.S.C. §7114(c), and are, conditionally approved, subject to the mandatory understandings below. The approval of this agreement does not constitute a waiver of, or exception to, any existing law, rule, regulation, or published policy.

- a) ARTICLE 9, MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATIONS, Section 1 – *“...The Agency agrees, except for emergency circumstances or matters of national security, not to implement any change to conditions of employment prior to fulfilling bargaining obligations. For any laws, regulations, and/or policies affecting bargaining unit employees which become effective after the effective date of this Agreement, the Parties agree to fulfill any bargaining obligations **as may be required by law** or regulation.”*

The parties must always abide by law regardless of when the law is enacted. Therefore, this provision can only be approved with the mandatory understanding that “as may be required by law” may in many circumstances mean that the requirements of the law will be enacted without negotiation. If negotiations are needed in such situations, the negotiations may be conducted post-implementation.

- b) ARTICLE 18, PROMOTIONS, Section 4, Temporary Promotions, b – *“Temporary promotions that are expected to last for 120 days or less may be made as an exception to competitive promotion procedures. Employees may only be Temporarily promoted for a maximum of 120 days – during a 365-day period.”*

There is no such restriction on all temporary promotions which can in fact exceed 120 days. However, such a restriction is appropriate for non-competitive temporary promotions of 120 days or less which is only what this provision is appearing to address.

ATTACHMENT A

Therefore, this provision is approved but only with the mandatory understanding that any restriction on temporary promotions to 120 days or less applies only to non-competitive temporary promotions.

- c) ARTICLE 30, CORRECTIVE, DISCIPLINARY, AND ADVERSE ACTIONS,
Section 4 – *“Informal actions may not be counted as a prior disciplinary action, nor do they become matters of records in the employee’s eOPF.”*

It is correct that informal actions are not considered as a prior offense when using the Department of the Army Table of Penalties in considering disciplinary action. It is also true that they do not go in the eOPF. However, such actions may be considered by the agency in any Douglas Factor analysis and are not completely disregarded. To be considered otherwise would violate management’s right to discipline. Therefore, this provision is approved with a mandatory understanding to that effect.

This letter and all of the above understandings become a part of and need to be included with the agreement for the life of the agreement.

If these mandatory understanding are not acceptable to both parties, the language in each and the agreement itself is instead disapproved.

It is also noted that Article 32, Section 5 references a Section 13, but no Section 13 exists.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to include the following:

“Conditional approval by the Department of Defense on July 30, 2024.”

Please forward a final copy of the annotated agreement to Ms. Kelly Smith at: usarmy.belvoir.ag1cp.mbx.lerd@army.mil.

A copy of this memorandum was served on the exclusive representative by certified mail on July 30, 2024.

If there are any questions concerning this matter, Mr. Lance Dechant can be reached at 608-518-6405, or at: dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil.

COLEMAN.TRACY, Digitally signed by
COLEMAN.TRACY.LANE.1137793748
LANE.1137793748 Date: 2024.07.30 06:51:29 -04'00'

Tracy L. Coleman
Associate Director
Labor and Employee Relations

ATTACHMENT A

cc via certified mail:

Ms. Nicole Ferree
AFGE National Representative
3737 Camino Del Rio South, Suite 108
San Diego, California 92108

cc via email:

Ms. Kelly Smith, Department of the Army
Ms. Sandie Hubbard, Department of the Army
Ms. Nancy Anderson Sinclair, Department of the Army