

NEGOTIATED AGREEMENT

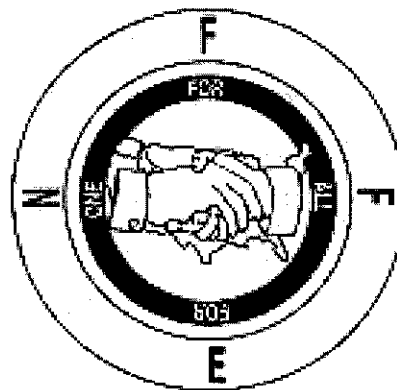
BETWEEN

**Military Entrance Processing Station
Syracuse, NY**



And

**National Federation
Of Federal Employees
Local 2109**



EFFECTIVE DATE: June 21st, 2010

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Article 1

DEFINITIONS

1. DAY: Refers to workday, except as noted.
2. EMPLOYEE: Bargaining Unit Employee
3. UNION OFFICIAL and/or UNION REPRESENTATIVE: Any accredited National Representative of the UNION, and the duly elected or appointed officials of the local, including stewards, or any council, as applicable.
4. EMPLOYER: The Military Entrance Processing Station.
5. CPAC: Civilian Personnel Advisory Center, Tobyhanna, Pa
6. OSHA: Occupational Safety and Health Administration.
7. UNIT: Bargaining employees as defined in Article 2:
8. RPA: Request for Personnel Action

Article 2

PARTNERSHIP

Be it recognized that the Parties have and will continue to function as true partners with a common goal - the best interests of the Military Entrance Processing Station in the accomplishment of its mission. This section serves as a formalization of this bond and the articulation of our common goal.

Section 1

The parties are committed to pursuing changes and solutions that promote continuous improvement of quality and productivity, customer service, mission achievement, efficiency, quality of work life, Employee well being, and organizational performance and readiness.

Section 2 - Mutual Support of Efficient Operations

The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices.

To achieve the efficient accomplishment of the mission of the agency, the Parties agree to support the principles of:

WHEREAS, it is the intent and purpose of the parties to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of The Federal Service Labor-Management Relations Statute, the parties also promote a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest.

The Union agrees to support the Employer in its efforts to eliminate waste; address issues of absenteeism; conserve materials and supplies; promote timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, the Union employees and local community.

The Employer agrees to support the principles of employee development, strengthening of morale, and efficient and effective working practices.

Section 3 – New Partnership Agreement

The Parties agree to comply with any new Partnership Executive Order or Law and further agree to incorporate such as part of this agreement.

Article 3

EXCLUSIVE RECOGNITION & COVERAGE OF AGREEMENT

Section 1

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Bargaining Units (as defined in Section 2 below). The Union recognizes its responsibility of representing the interests of all such employees without regard to employee status, discrimination or regard to employee organizational membership.

Section 2

The recognized Bargaining Units to which this Agreement applies include all non-professional General Schedule employees of the Military Entrance Processing Station (MEPS), Syracuse, New York. Excluded from the Bargaining Unit are Management officials, supervisors and employees described in 5 U.S.C § 7112(b) (2), (3), (4), (5), (6) and (7).

Section 3

Recognition is based on the Certification of Representative pursuant to Case No. BN-RP-09-0025 dated August 13, 2009 issued by Mr. Peter A. Sutton, Regional Director, Chicago Region, Federal Labor Relations Authority.

Article 4

LAWS & REGULATIONS

In the administration of all matters covered by the Agreement, officials and Employees are governed by existing or future laws, and existing or subsequent regulations of appropriate authorities, including mandatory (non-discretionary) Title 5, Code of Federal Regulations provisions as supplemented by the Office of Personnel Management, the Department of Defense, The Department of the Army, or other appropriate authority.

Article 5

EXISTING PRACTICES & RELATIONSHIPS

Nothing is to alter or supersede existing Employee-Management practices and relationships within The Military Entrance Processing Station, except as specifically provided herein.

The PARTIES agree that all MOU's shall be incorporated in this agreement or added as an addendum.

MOU's within the scope of Title 5, Chapter 71 will be valid only if they contain the signatures of the UNION President or designee and Employer.

Timeframes in this agreement may be extended by mutual consent of the parties.

Article 6

ORIENTATION OF NEW EMPLOYEES

Section 1

All new Employees shall be informed by the EMPLOYER that the UNION is the Exclusive Representative of Employees in the Unit. The EMPLOYER agrees to make the Negotiated Agreement available on the MEPS intranet.

Employer will provide five (5) original signed copies of the Negotiated Agreement to the Union.

Section 2

Representatives of the UNION shall be afforded a period of time, not to exceed 10 minutes, to speak to new Bargaining Unit Employees, and to provide such Employees with an introduction to the purposes, goals, and achievements of the UNION.

Article 7

MANAGEMENT RIGHTS

Section 1

In accordance with the Civil Service Reform Act, Public Law 95-454, dated 13 October 1978, nothing in this Agreement shall affect the authority of Management, subject to Section 2 of this Article:

- (1) To determine the mission, budget, organization, number of Employees, and internal security practices of the agency, and
- (2) In accordance with applicable laws -
 - a. To hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
 - c. With respect to filling positions, to make selections for appointments from -
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2

Nothing in this Article shall preclude any agency and any other labor organization from negotiating -

- (1) At the election of the agency, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) Procedures which management officials of the agency will observe in exercising any authority under this Section; or
- (3) Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Section by such management officials.

Article 8

EMPLOYEE RIGHTS

Section 1 - NFFE Membership

Employees in the Unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist the NFFE or to refrain from such activity. This Agreement does not prevent any Employee, regardless of Employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this Agreement shall deny an Employee the right or require an Employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The EMPLOYER shall not discipline or otherwise discriminate against any Employee because he or she has filed a complaint or given testimony under the Federal Service Labor Management Relations Statute (FSLMR), the negotiated grievance procedure, or any other appropriate procedure for redressing wrongs to an Employee. An employee may be represented by an attorney or other representative (including him or herself) of the Employee's own choosing, other than the Union, in any appeal action not under the negotiated grievance procedure. All Employees may exercise grievance or appeal rights, which are established by law, rule, regulation or this agreement.

Section 2

The EMPLOYER shall take such action consistent with law or regulation, as may be required, in order to inform Employees of their rights as prescribed in the Civil Service Reform Act of 1978 and this Article (Weingarten Act).

Section 3 - Accountability

An Employee is accountable for the performance of official duties and compliance with standards of conduct for Federal Employees.

Section 4 - Non-Discrimination

No Employee will be discriminated against by either the EMPLOYER or NFFE because of race, color, creed, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

Section 5

All Parties deserve to be treated with common courtesy and consideration normal in an employer-Employee relationship.

Section 6

Counseling and warning sessions involving Unit Employees will be conducted discreetly and in a private location.

Section 7

Employees are entitled to a reasonable amount of official time whenever discussing, preparing, or filing complaints, and when meeting with NFFE representatives or management representatives concerning any complaint or working condition of the Employee, during their tour of duty only.

Section 8 - Employees' Rights

"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 under this chapter, 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, and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter." (5 USC 7102)

Section 9 - Employees Have The Right To:

- a. A workplace free of unnecessary hazards.
- b. Make appointments through their supervisor to discuss their problems with the CPAC, Equal Employment Office or Counselor, UNION representative, Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest.

Section 10 - Miscellaneous

- a. Personnel who are issued uniforms shall be required (except under extenuating circumstances) to wear them and shall be allowed reasonable time for changing clothes.
- b. The EMPLOYER agrees to reasonably provide lunch and break facilities; to include an operable and accessible refrigerator and microwave. The parties agree to negotiate as appropriate on changes to these facilities.
- c. The EMPLOYER agrees that searches of an Employee's personal effects will be conducted as follows: with the Employee present, or if the Employee is not present at work, with a NFFE representative present, except in cases of random gate checks or other random checks for contraband. In cases when the search is pursuant to a search warrant, the search will not be delayed beyond a reasonable period of time after the notification to the Employee and/or UNION representative. In all other cases the search will not be unreasonably delayed while waiting for the Employee and/or his/her representative.
- d. The EMPLOYER'S Civilian Personnel Advisory Center is available to provide assistance to employees in the retirement application process including disability retirement.

- e. The EMPLOYER'S Civilian Personnel Advisory Center is available to provide assistance to employees regarding RESUMIX, Army Benefits Center (ABC), Federal Employees Health Benefits (FEHB) Plans and any required mandatory training.

Section 11

Employees shall not be subjected to prohibited personnel practices as defined by 5 USC 2302. These include the following;

1. The EMPLOYER may not take, fail to take, or threaten to take or fail to take a personnel action against an employee or applicant for exercising an appeal, complaint, or grievance right; testifying for or assisting another in exercising such a right; cooperating with or disclosing information to the Special Counsel or to an Inspector General; or refusing to obey an order that would require the individual to violate a law.
2. The EMPLOYER may not engage in reprisal for whistle blowing – i.e., take, fail to take, or threaten to take or fail to take a personnel action with respect to any employee or applicant because of any disclosure of information by the employee or applicant that he or she reasonably believes evidences a violation of a law, rule or regulation; gross mismanagement; gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety (if such disclosure is not barred by law and such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs).

Section 12

The parties agree that aggressive behavior and physical violence in the workplace adversely affect Employee performance and organizational goals. Both parties are committed to providing a work environment that is free from intimidation, harassment, threats, assaults or acts of violence. Threats of violence or physical harm, and any form of physical or sexual assault and threats of physical assault are prohibited. This also includes conduct that harasses, threatens or interferes with another person's work performance or creates an intimidating or hostile work environment. Employees are encouraged to conform to this policy and to report threats or actual incidents of aggressive or violent behavior to their supervisor or other appropriate official.

Section 13

The PARTIES agree, if in the best interest of the United States, upon request of the individuals concerned, and upon certification by his or her agency that he or she was acting within the scope of his or her employment, Department of Justice (DOJ) may represent present and former DA personnel sued individually as a result of actions taken within the scope of their employment. Representation can be declined for a variety of reasons, including but not limited to the following: the employee was not acting within the scope of his or her office; there is a conflict of interest; or, actions were not taken in a good faith effort to conform to law and in accordance with AR 27-40 and other applicable laws, rules and regulations.

Article 9

LABOR ORGANIZATION RIGHTS AND REPRESENTATION

Section 1

The EMPLOYER recognizes that NFFE Local 2109 is the exclusive representative for Employees in the Bargaining Unit. Therefore, all representatives of NFFE Local 2109 shall be accorded all rights and privileges associated with their position and necessary to fulfill their obligations to the full extent authorized by law, rule or regulation of appropriate authority.

Section 2

The PARTIES agree to meet at reasonable times to discuss matters which fall within the purview of conditions of employment of Unit members.

Section 3

The EMPLOYER agrees to recognize any UNION officer or steward designated by the UNION to represent any Employee or group of Employees in any matter affecting the conditions of employment of the respective Employee(s). Only the UNION President or his/her designee is authorized to represent the UNION.

Section 4

The EMPLOYER recognizes the right of an Employee or group of Employees to be represented by a person designated by the UNION. The EMPLOYER also recognizes the right of the UNION to have a representative, representing the UNION, at any formal discussion between an Employee(s) and his/her representative and any representative of the EMPLOYER. Formal discussions are defined as: any meeting held by representatives of agency management with bargaining unit employees concerning grievances, personnel policies or practices or general conditions of employment and as further defined by Section 7114 of the Statute.

Section 5 - Official Time

To be able to fulfill his/her responsibilities, the EMPLOYER agrees to permit officially designated UNION representatives, sufficient duty time for the performance of his/her representational responsibilities. Combined official time (in the event of multiple union representatives) use may not exceed 5 hours per pay period (not to include, Weingarten Act, EMPLOYER directed meetings, and formal discussions). The use of this official time may not be used outside the scope of representational duties, such as conducting internal union business, solicitation of membership, election of labor organization officials, and collection of dues. Official time will be requested in advance, may not interfere with successful accomplishment of the MEPS mission and will be requested using the Syracuse MEPS Union Official Daily Sign-Out Sheet.

Requests for additional official time may be considered. Such requests should be rare and for specific purposes. The Union shall submit all requests to the Commander.

Section 6

All duty time used for representational purposes is subject to the release of the UNION official from the performance of work related matters. If the union official cannot be released due to workload considerations, the meeting will be rescheduled.

Article 10

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1

In order to facilitate and expedite the Labor Management Relations Program, the EMPLOYER agrees to provide to the UNION space within MEPS to be used on an as needed basis to conduct representational duties.

Section 2

The Employer agrees to provide dedicated space on a centrally located area in the break room of the MEPS for the Union to post Union related materials. The materials posted cannot undermine the spirit of cooperative and positive labor management relations.

All costs incident to reproduction and preparation of UNION material shall be borne by the UNION. In addition, bulletin boards or parts thereof are furnished for the convenience of the UNION which is solely responsible for its material. The EMPLOYER does not vouch for the accuracy or authenticity of the UNION information nor does appearance of material on the board constitute endorsement by Management.

Section 3 - Agency Regulations

The EMPLOYER agrees to furnish the UNION with a copy of each agency regulation, bulletin, manual or other such directive and amendments and changes thereto issued or made generally available to Employees which affect Employees in the Bargaining Unit.

Section 4 - Lists

The EMPLOYER agrees to furnish the UNION, upon request, not to exceed twice per year, an up-to-date list of all Employees in the Bargaining Unit, to include a list of all authorizations and vacancies, showing name, position title and number, and official duty station.