

## *Article 11*

### **NEGOTIATIONS**

#### Section 1

The Parties agree to negotiate in full accord with the letter and spirit of the language set forth in Chapter 71 of 5 USC. The Parties are obliged to meet at reasonable times and negotiate in good faith. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations. The Parties agree that where the collective bargaining agreement and Agency regulations including directives and MEPS regulations are in conflict with this agreement, the agreement will govern. In the event that legislation is enacted, which affects any provision of this agreement; the Parties shall reopen the affected provision(s) and renegotiate the contents of the affected provisions.

#### Section 2

When proposing changes to the Labor Agreement at the expiration of the full term of the Agreement, the following procedures will apply:

- a. The Party wishing to reopen negotiations on the Labor Agreement will notify the other Party no more than 105 calendar nor less than 60 calendar days prior to the expiration date of the Agreement.
- b. The guidelines governing the provisions of the renegotiation of the Labor Agreement will be identified in the ground rules. The ground rules will be negotiated between the parties at a mutually agreed upon time after the receiving party gets notification that the other party wishes to re-open the Labor Agreement. Within 10 working days following the notification, the Parties will confirm in writing the date for the commencement of negotiations and schedule of negotiating sessions.
- c. All language of the existing Labor Agreement will remain in effect until the conclusion of the negotiation process including the use of the Federal Mediation & Conciliation Service (FM&CS) and Federal Service Impasses Panel (FSIP).

#### Section 3 - Mid-Term Negotiations

This agreement may only be opened during mid-term by mutual agreement of both parties. Should the parties agree to re-open the agreement, only those article(s) in which the parties agree to re-open are subject to re-negotiation. Should both parties agree to re-open the agreement, the party which submitted the original request to re-open the agreement will furnish the other party a proposal within 30 calendar days of agreement to re-open the agreement. The other party will then have thirty (30) calendar days to respond with counter proposals. Upon receipt of the counter proposals, the parties will agree upon a mutual date in which to commence negotiations.

The exception to the above is as follows:

Either Party may give the other Party written notice of its desire to re-open the collective bargaining agreement at one (1) instance per the term of the agreement, not sooner than twelve (12) months from the effective date of the agreement. In the event that either Party notifies the other Party of its intent to re-open the agreement, the initiating Party is limited to no more than four (4) articles in which to be re-opened, unless both Parties mutually agree to re-open additional articles. The timeframes are in

accordance with the preceding paragraph.

#### Section 4

Any time parameters established in this article may be extended by mutual agreement.

#### Section 5 - Matters Appropriate for Negotiation

The Employer agrees to provide adequate notice and the opportunity to negotiate prior to changing established personnel policies and practices, and matters affecting working conditions during the term of this Agreement.

For purposes of this Agreement, It is understood that the Employer in this context means a representative with delegate authority to speak for the Employer. In an effort to inform the Union of proposed changes, the Employer agrees to provide the Union with an advanced written notice of any proposed directive which effects or changes existing personnel policies, programs, and/or procedures related to working conditions. The Employer will provide an advanced copy of the proposed directive to the Union president a minimum of ten (10) working days prior to the anticipated implementation date. The Union, at anytime within the ten (10) working day notification period, may request clarification, additional time, or its desire to negotiate over the proposed directive. If the Union does not request bargaining within the notification period, the Employer may implement the proposed change(s).

## *Article 12*

### **MUTUAL OBLIGATIONS**

#### Section 1

The Parties mutually agree that the public interest requires high standards of Employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved Employee performance and efficiency. In pursuit of this goal, technological progress and the economical use of human and other resources are endorsed by the Parties. The parties also mutually support the initiatives regarding physical security initiatives.

#### Section 2

The Parties shall place full support and effort behind human resource programs established by the EMPLOYER, such as, but not limited to: Employee Development, Equal Employment Opportunity, and Alcohol & Drug Abuse Prevention and Control Program, as such programs are intended to improve Employee well-being, proficiency, and morale.

#### Section 3

The Parties agree to promote and support all reasonable efforts to conserve energy resources through the economical use of electricity, gas, oil, water, paper, etc., and the support of recycling projects. .

#### Section 4

The Parties have an obligation to assure that all management and UNION officials respectively, are made aware of their obligation to comply with the terms of this Agreement.

*Article 13*

**LABOR-MANAGEMENT RELATIONS TRAINING**

UNION Sponsored Training Session: The EMPLOYER agrees to grant official time to Employees who are UNION officers and stewards for the purpose of attending UNION sponsored and other training sessions, provided the training is of mutual benefit to both Parties. Official time for this purpose will not exceed a total of 40 hours per Union official (with no more than two Union officials per year – and not more than one Union Official at any one time) within each twelve (12) month period of the life of this Agreement, beginning on the effective date of the Agreement. A written request for official time will be submitted by the UNION President or designee to the Commanding officer of the MEPS, copy furnished to the employees Supervisor at least 60 calendar days in advance of the requested training date(s). The request will contain information about the duration, purpose, and nature of the training. Requests may be denied due to mission related reasons. In the event the request is denied due to such reasons, the Union will be informed in writing. Once the Employer has approved Union training, the Employer will exhaust all available options prior to cancelling the approved training (if necessary).

*Article 14*

**GENERAL PROVISIONS**

Section 1

The Parties mutually agree to support the principles regarding "Standards of Conduct for Department of Army Personnel."

Section 2 - Publication of the Agreement

The EMPLOYER will furnish four (4) master copies of the original Agreement to the UNION. Publication of the Agreement will be arranged by the EMPLOYER.

Section 3 – Reasonable Accommodations for Employees with Disabilities (Temporary or Permanent)

All requests for reasonable accommodation will be addressed as appropriate based on the provisions provided for by appropriate laws, regulations, and policies, as identified by the Office of Personnel Management, the Equal Employment Opportunity Commission, and other appropriate Federal Agencies.

Section 4 - Transfer of Function/Reorganization

The EMPLOYER shall notify the UNION in writing as soon as practicable after a determination has been made with respect to a transfer of function or a reorganization which will impact the existing workforce.

After notification to the UNION, the EMPLOYER will counsel affected Employees in accordance with appropriate regulations, including 5 CFR 351 Subpart C, to explain the rights, privileges, benefits, available to Employees when they are adversely affected.

Section 5 - Responsibility for Equipment

Employees will not be held responsible for loss, damage or destruction of tools, equipment or supplies that is not caused by fault or negligence of the Employee as evidenced by a financial liability investigation.

*Article 15*

**HOURS OF WORK IN BASIC WORKWEEK**

**Section 1**

The administrative workweek begins at 0001 hours on Sunday and ends at 2400 hours the following Saturday.

United States Military Entrance Processing Command's Policy Memorandum 6-2 establishes civilian hours of duty/work schedules and will be posted to the MEPS Intranet.

**Section 2**

The United States Military Entrance Processing Command's published Annual Operations Calendar will establish the MEPS' workweek, Saturday Openings and approved Holidays, Training Days and other significant days for the fiscal year.

**Section 3 - Break and Lunch Periods**

Lunch periods will be 30 minutes of unpaid duty time during the middle of a scheduled duty day.

Employees are allowed one (1) fifteen (15) minute break for any four (4) hour period worked. The breaks may not be combined with any other break or lunch period.

**Section 4**

No change in the basic work week will occur that is not the result of negotiations, except as may be required for compliance with 5 C.F.R. Part 610 as supplemented by the Office of Personnel Management.

**Section 5**

When an Employee reports for work at the prescribed starting hour on a scheduled workday and is prepared for and remains capable of, but is prevented from performing his/her regularly assigned duties by circumstances beyond his/her control, Management will make a reasonable attempt to keep the Employee gainfully employed by assigning him/her to other duties.

**Section 6**

The EMPLOYER agrees that all official travel time as pertains to temporary duty assignments will be scheduled and paid in accordance with applicable laws and regulations. Where feasible, Management will consider Employee requests regarding their preferred travel times.

## *Article 16*

### **OVERTIME**

#### Section 1

Overtime, when ordered, is recognized as a condition of employment.

#### Section 2

Normally, when overtime is required on any particular job, preference will be given to the employee performing this work as his/her regularly assigned duties within the functional or administrative unit under the supervision of the first line supervisor where the overtime occurs. In circumstances where overtime assignments are not made on the basis of the employee performing the work, such assignments will be made on factors that are reasonable, just, and fair as practicable among qualified Employees within the work area. Employees' preference to work or not to work will be given adequate consideration regarding the assignment of overtime. The EMPLOYER will make a reasonable effort to find a substitute for an Employee whose preference is not to work an overtime assignment.

#### Section 3

- a. In the distribution of overtime, each supervisor is responsible for ensuring a fair distribution of overtime to all Employees under his/her supervision.
- b. Any Employee who feels they are not being offered overtime assignments in accordance with the spirit and intent of this agreement may file a grievance to raise those concerns to the appropriate management official.
- c. It is the responsibility of both Employee as well as Employer to bring to the attention of the appropriate official discrepancies in overtime.

#### Section 4

In the ordering of overtime, the EMPLOYER will provide as much advance notification as possible under known operational circumstances. When a need is recognized for overtime work, the EMPLOYER will make a determined effort to inform Employees of the need to work overtime as soon as the need is known. In the event of overtime beyond the Employee's normal scheduled shift, overtime will be distributed on a rotational basis to those employees present (by organizational element).

#### Section 5

When it is necessary for Employees to return to work outside of their standard work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be paid a minimum of two (2) hours overtime.

In the event there are mission related requirements which require overtime of less than one hour (i.e. Saturday Openings), the Parties agree to discuss the best way to address the staffing requirements associated with the overtime need.

## Section 6

The EMPLOYER agrees that records of overtime work will be maintained by the EMPLOYER and that such records will be made available for review by representatives of the UNION upon request in connection with a complaint or grievance.

## *Article 17*

### **SICK LEAVE**

#### Section 1

Employees recognize the insurance value of sick leave and the importance of work attendance in the accomplishment of the EMPLOYER'S mission.

Employees will earn sick leave in accordance with appropriate laws and regulations of the Office of Personnel Management.

#### Section 2

Sick leave will be granted to Employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. When an Employee requires use of sick leave, he/she will be responsible to personally notify the appropriate management officials or the next higher level supervisor, prior to the beginning of his/her scheduled work shift. If that is not possible (there must be significant extenuating circumstances), the employee must personally notify the appropriate management official no later than two (2) hours after the beginning of the shift. An employee who expects to be absent more than 1 day shall talk with their supervisor concerning the approximate date of return to duty, if this requirement is met, daily reporting is not required. If the supervisor is unavailable, the employee shall contact the next higher level supervisor.

It is understood that in extenuating circumstances, an emergency situation may preclude an Employee from this reporting requirement. Consideration will be given to an Employee if the nature of the illness is so severe that it precludes such personal notification. In such cases, the notification may be made by another person.

#### Section 3

It is agreed that Employees desiring medical, dental, or optical examinations, or treatment, will request such leave as far in advance as possible.

If necessary to arrange such appointments during the work shift, Employees will make every effort to schedule them at the beginning or end of their work shift.

#### Section 4

Sick leave must be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons in accordance with applicable laws and regulations. Management may require a medical certificate for an absence for any of the purposes outlined by law and regulations for an absence of three (3) consecutive work days or for a lesser period when Management determines it is necessary.

An Employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical

certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

#### Section 5

Advanced leave up to 30 days may be granted in cases of serious disability or illness where there is reasonable assurance the Employee will return to duty for a sufficient period of time to repay the sick leave advanced. Requests for advanced sick leave will be in writing and will be supported by a valid medical certificate.

## *Article 18*

### **ANNUAL LEAVE**

#### Section 1

Annual leave will be governed by all applicable laws, rules, regulations and policies of the Office of Personnel Management and Department of the Army, and as further stipulated below.

#### Section 2

Employees are entitled to accrual of annual leave as prescribed by statutes. Management will give all due consideration to leave requests during highly desirable leave times.

#### Section 3

The employer will give consideration for approval of annual leave as long as there is no adverse mission impact. Employees will schedule annual leave as far in advance as possible.

- Annual leave scheduled before 31 January will be considered using Syracuse MEPS seniority (civilian), with tentative approval/disapproval no later than 1 March.
- All leave scheduled after 31 January will be considered on a first come, first served basis, with tentative approval/disapproval no later than 14 days after receipt by the approval authority.

#### Section 4

Requests or changes in requests submitted after the schedule has been approved will be considered and scheduled without involuntary displacement of Employees whose requests have been previously approved.

#### Section 5

When a supervisor finds it necessary to cancel previously approved leave due to unforeseen workload requirements, the reasons for cancellation will be explained to the affected Employee in writing. Denial of the use of such leave will be based on factors which are reasonable and equitable and which do not discriminate against any Employee. Supervisors will provide notice of cancellation of scheduled leave as soon as the need is known. The Employer will exhaust all available options prior to cancelling the approved annual leave (if necessary).

#### Section 6

Employees will assure that annual leave is scheduled during the year to avoid situations where they approach the end of the leave year with a significant amount of annual leave that must be used. The EMPLOYER may require the use of use or lose leave throughout the year to avoid maximum accumulation at the end of the year. Provisions will be made for Employees to carry over scheduled annual leave in accordance with applicable leave restoration criteria.

## Section 7

All annual leave is required to be approved in advance. However, it is recognized that unforeseen circumstances may require the use of emergency leave. When emergency leave is required, the Employees will personally request the leave from the appropriate management official or designated alternate (as identified by their supervisor), in that order, as close to the beginning of the shift as possible.

It is understood that in extenuating circumstances, an emergency situation may preclude an Employee from this reporting requirement. Retroactive approval of annual leave may be given where circumstances warrant.

## *Article 19*

### **LEAVE WITHOUT PAY**

#### Section 1

Leave without pay (LWOP) may be granted in accordance with the terms of this Agreement, applicable laws, and controlling regulations. However, LWOP is not an employee entitlement, and approval of LWOP is at the discretion of the Employer.

#### Section 2

Employee representatives elected or appointed to a UNION office may apply for periods of leave without pay to accept temporary UNION positions (outside Syracuse MEPS). The EMPLOYER agrees to make every reasonable attempt to grant such leave, subject to mission or workload considerations.

#### Section 3

Employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations. Likewise, for extended periods of LWOP, such absences do not afford them entitlements which are not granted by applicable laws and regulations.

#### Section 4

LWOP may be granted for educational purposes in accordance with applicable regulations and subject to mission or workload considerations.

#### Section 5

In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CFR 211.102, presents a statement from a medical authority that treatment is required, annual leave or sick leave shall be granted, if available, otherwise, leave without pay shall be granted. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence.

## *Article 20*

### **FAMILY LEAVE**

#### **Section 1** - Family Friendly Leave Act

The Parties agree to comply with the provisions of the Family Friendly Leave Act (PL 103-88), which allows the use of sick leave, within the limits stated in the act, for such things as family medical care or bereavement.

Normally employees may use up to 104 hours sick leave in accordance with 5 CFR 630.401 D for the following:

1. To provide care for a family member which includes spouses and their parents, children, parents, siblings and their spouses, and any individual related by blood or affinity whose relationship to the employee is the equivalent of a family relationship as a result of such family member's physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment, or
2. Make arrangements necessitated by death of a family member or attend the funeral of a family member as defined by (1)

#### **Section 2** - Family & Medical Leave Act

The Parties further agree to comply with the provisions of the Family & Medical Leave Act (PL-103-03), which normally allows Employees to use up to 12 weeks LWOP during any 12 month period for personal/family care within the limits stated in the Act. The following provisions are intended to be consistent with 5 CFR 630, subpart L (§ 630.1201 – 630.1211). Leave for these purposes may be used for:

1. The birth of a child of the employee and the care of such child
2. The placement of a child with the employee for adoption or foster care
3. The care of a spouse, child or parent who has a serious health condition
4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position

To that end, the Parties agree to the following:

- a. Employees must first invoke their right to LWOP under the Family & Medical Leave Act
- b. The employee will provide sufficient and appropriate documentation to support the request.
- c. The employee shall be provided the appropriate Department of Labor form for FMLA in the event they are unfamiliar with the specific provisions of required documentation.