

## *Article 32*

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **Section 1**

The Parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping condition, or other non-merit factor. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, The Rehabilitation Act, and all other applicable laws and regulations.

#### **Section 2**

EEO counselors at the activity shall be appointed by the EMPLOYER. UNION officers, who have representational duties, and stewards will not serve as EEO counselors.

#### **Section 3**

The EMPLOYER agrees that, upon initial contact with the EEO counselor, any Unit Employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of his/her choice. It is understood by the Parties that an Employee is entitled to make contact with any appointed EEO counselor, without contact with the EEO Office, and may instruct such counselor not to reveal his/her name to anyone other than the EEO Officer, or other appropriate official, in the course of his/her investigation without prior approval.

### *Article 33*

#### **EMPLOYEE ASSISTANCE PROGRAM**

The EMPLOYER will administer an Employee Assistance Program in accordance with appropriate Public Laws and Army regulations. The Employer may discuss and consult with the Union regarding matters surrounding the program for Employees with medical and/or behavioral problems. These can include marital, family, financial, workplace or domestic violence, alcohol, drug, legal, emotional, stress or behavioral concerns which may adversely affect employee job performance. The Employee Assistance Program in its entirety will be available to all Employees. The Parties agree to cooperate in encouraging Employees with personal problems or indications of problems, such as leave abuse or pending discipline, and to consult with the Employee Assistance Program to get help for those problems. The UNION shall provide support and assistance in promoting the program. The Parties agree to cooperate in encouraging Employees with substance abuse and other personal problems to undergo a coordinated program for purposes of rehabilitation.

If an Employee is having a personal difficulty of any sort, participation in the appropriate treatment program(s) is strongly encouraged. Participation in such programs will not, in and of itself, be detrimental to the Employee in any way. While involved in the Employee Assistance Program, Employees are entitled to the utmost in confidentiality, to the maximum extent possible.

The provisions of this article do not impede the Employer's right to subject employees who exhibit reasonable suspicion type behavior while on duty to appropriate testing in accordance with applicable laws, rules, regulations, and policies, nor does it preclude the Employer from taking appropriate administrative action based on its findings, either formal or informal.

The employee may refuse testing however such refusal does not preclude the Employer from considering appropriate administrative action, in accordance with applicable laws, rules, regulations, and policies (i.e. Douglas Factors).

Employees may be granted sick leave or other authorized leave, in accordance with applicable laws, rules, regulations, and policies to obtain treatment and rehabilitation

## *Article 34*

### **WORKERS' COMPENSATION**

#### Section 1

- a. Employees will report all injuries received on the job as soon as possible to their supervisor.
- b. The EMPLOYER agrees to assist the Employee in filing the appropriate forms and documentation regarding the injury or illness. Such assistance will include an explanation of the benefits and options available to the Employee under the Federal Employee Compensation Act. Such assistance will be provided in a timely manner to allow for prompt submission of claims.
- c. Information maintained by the EMPLOYER relating to the Employee's claim may be released to the Employee and/or his physician as designated by the Employee in writing.

#### Section 2

In the event that the employee feels sufficient resolution is not being achieved through the Office of Workers Compensation, this Article in no way precludes the Employee or UNION from using any other means available to settle Worker's Compensation disputes such as Congressional representatives or private attorneys secured by the Employee.

#### Section 3

The Employer will make available the appropriate Injury Compensation for Federal Employees forms on the MEPS Intranet.

*Article 35*

**COMMITTEE REPRESENTATION**

Insofar as the MEPS leadership holds a regularly recurring staff meeting (i.e. the weekly staff coordination meeting), this article does not preclude the Employer from holding leadership specific committees whose purpose is to exercise rights associated with organizational operations.

*Article 36*

**VETERANS AFFAIRS**

The Parties mutually recognize the many sacrifices and contributions made by veterans through the years in both times of peace and conflict. The EMPLOYER agrees to administer all veterans programs in compliance with applicable laws, rules or regulations.

*Article 37*

**SECURITY**

The Parties agree in the interest of National Security to support the accomplishment of the mission of the EMPLOYER in an uninterrupted, orderly, and efficient manner.

The parties also agree to support those initiatives regarding physical and personnel security that are in accordance with applicable laws, rules, regulations and policies, to include appropriate force protection requirements and other security initiatives.

*Article 38*

**CONTRACTING OUT**

Section 1 - General

The Employer agrees to communicate openly and fully with the Union regarding a determination to initiate a study to contract out work which is presently performed by members of the bargaining unit. This shall include providing to the union requested material, as appropriate, concerning a contracting out study and/or decision to solicit bids for contract. Milestone charts that do not contain procurement sensitive or management sensitive information will be provided to the Union. Upon request, the Employer shall meet and discuss with the Union as actions are taken in accordance with such charts.

Section 2

Management agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit. Management agrees to comply with all provisions of OMB Circular A-76, this agreement, and other applicable laws and regulations concerning Contracting Out.

In the event the Employer decides to contract out a specific function, the provisions regarding the Employers obligation to negotiate will be in accordance with the Statute and Article 11 of this Collective Bargaining Agreement.

## **DISCIPLINARY AND ADVERSE ACTIONS**

### **Section 1**

Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action. The Union and Management agree that the objectives of discipline measures are to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale among other employees, and to apply appropriate penalties. Disciplinary action, when considered, must be based on just cause and be consistent with laws and regulations governing such actions. Nothing in this Article will be construed so as to prevent a resolution of the grievance at any time.

Participation in rehabilitation programs will be viewed favorably, but does not necessarily preclude disciplinary action against an Employee.

The timeframes identified in this article may be extended by mutual consent of the Parties (to include the employee).

### **Section 2 - Preliminary Investigation**

Prior to issuing a proposed notice of disciplinary action, the EMPLOYER shall obtain and consider the pertinent facts. The Union is entitled to be present at investigations of a bargaining unit employee(s) in accordance with appropriate law, case law, rule, regulation, or policy.

### **Section 3**

The Agency supports the theories of progressive discipline.

In those cases where corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. It is recognized that employee conduct requiring discipline falls into two categories:

- a) Conduct related offenses for which progressive discipline aimed at correcting the behavior and/or maintaining discipline and morale among employees is appropriate (e.g., AWOL, insubordination, etc.).
- b) Offenses relating to the violation of regulation or law for which punitive sanctions are required (e.g., theft, fraud, possession of controlled substances, etc.).

### **Section 4**

Prior to initiating disciplinary action against an employee, a supervisor or other cognizant official will make a preliminary investigation or inquiry regarding the facts in the case. Once the Employer has gathered, reviewed and considered all pertinent information, and determined that disciplinary action is in order, the employee will receive notification in accordance with the following:

- a) When corrective action by informal means is warranted, the employee will be notified by the immediate supervisor or other appropriate official. If the employee so requests, a Union representative will be present during this discussion.

b) When a letter of reprimand is warranted, it will be issued without a notice of proposal.

c) Proposal

When the Employer takes a formal disciplinary action against an employee of the unit, the Employer will provide a written proposal, an opportunity to respond, and a formal decision letter that informs the employee of his right to appeal and where to seek further advice and assistance concerning his appeal rights.

d) Decision

1. Before a decision on the proposed action is rendered, the employee will have ten (10) work days in which to respond to the Deciding Official (who will be identified in the proposal notice and at a level higher than the proposing official) to present their case (either orally or in writing) on why the discipline should / should not be sustained or should be mitigated. The deciding official will consider all pertinent facts, the employee's reply, pertinent Douglas Factors, and render a decision notice in writing to the Employee, normally not longer than thirty (30) days. The decision notice will also inform the employee of their right to appeal through the Negotiated Grievance Procedure.

2. The effective date of an action will not normally be less than fifteen (15) calendar days after receipt of the decision notice by the Employee. The Employer agrees to give all due consideration to requests regarding effective dates of decided upon actions.

e) An employee who is to be suspended may be offered an opportunity to choose the Voluntary Election of Alternate Discipline (VEAD), in lieu of a suspension, when the nature of the offense is determined appropriate for a VEAD by management. By choosing the VEAD, the employee may avoid the loss of pay altogether, or be offered a combination of paid and unpaid time associated with a suspension from work, although the VEAD is considered a suspension for all other purposes. A copy of the VEAD will be retained in the employee's Official Personnel Folder as a record of administrative suspension. The VEAD will be considered a suspension for all administrative purposes related to discipline. Consistent with the Employer's policy of progressive discipline, the VEAD will be considered when determining appropriate penalties for any future misconduct.

f) The Employee and/or representative shall be granted a reasonable amount of official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice

## Section 5

An employee who is offered a last chance agreement and/or VEAD will have all the provisions and consequences of the agreement explained to him. The employee will be given five (5) work days to consider his options, request further clarification, and consult with the Union, as appropriate, before deciding to accept or reject the agreement.

## Section 6 - Counseling

- a. Management agrees that counseling sessions will be made in private.
- b. A verbal counseling confirmed in writing shall be stricken from the record after a period of twelve (12) months from the date of the counseling. Should an additional instance(s) of verbal counseling confirmed in writing occur within the initial twelve (12) month period, the most recent counseling shall begin a new twelve (12) month period.

#### Section 7

Before removing an Employee acknowledging personal or behavioral problems, management may offer the Employee the opportunity to avail himself/herself of professional help in conjunction with the Employee Assistance Program.

#### Section 8

The EMPLOYER agrees when deciding on a penalty for discipline to consider the freshness of prior discipline.

#### Section 9 – Letters of Reprimand (LOR)

LOR's will be removed from the Employee's Official personnel File upon expiration of the LOR (as identified in the LOR), or sooner at the Employer's discretion.

## *Article 40*

### **GRIEVANCE PROCEDURE**

#### Section 1

The EMPLOYER and the UNION recognize the importance of settling agreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, efforts will be made to settle grievances expeditiously and at the lowest level of supervision.

#### Section 2

This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation or application of this Agreement or violation of law or regulations affecting conditions of employment. This grievance procedure does not apply to (and is not limited to):

- A violation relating to prohibited political activities
- Retirement, life insurance, or health insurance.
- A suspension or removal for national security removal reasons.
- Any examination, certification, or appointment.
- Classification of a position which does not result in reduction in pay or grade for the employee.
- Non-selection for promotion from a list of properly ranked and certified candidates.
- Termination of a temporary promotion or temporary appointment at the expiration of the term, completion of assignment of work project, or due to lack of funding.
- Performance Improvement Period Letters.
- Leave Restriction letters
- Involuntary Adverse actions (such as RIF)
- Separation during probation.
- Notice of proposal letters.
- The non receipt of an award
- The content of established agency regulations and policy; An employee's performance elements, standards, or work objectives
- Any action taken under a voluntary, formal agreement entered into by an employee
- Termination of a probationer, return of an employee serving supervisory or managerial probation to a nonsupervisory or non-managerial position, or separation or termination of an employee during a trial period;
- Determinations concerning awards, step increases, recruitment or relocation bonuses, retention allowances, additional pay allowances, critical position pay, or dual compensation waivers;

Nothing in this Section shall prevent Employees from processing any prohibited personnel practice defined by law through appropriate statutory appeals procedures provided that the Employee has not filed a formal grievance on the matter in accordance with this Agreement.

Except as provided for in Subsections (d) and (e) of Section 7121 of the Civil Service Reform Act of 1978, whereby an aggrieved Employee may raise the matter under either an applicable statutory procedure, an appellate procedure or these procedures, but not more than one, these procedures shall be the exclusive procedures for resolving grievances. The Employee option shall be deemed to have been

exercised when the Employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure, or timely files a grievance in writing in accordance with these procedures, whichever event occurs first. The selection of these procedures in no manner prejudices the right of an aggrieved Employee to request the Merit Systems Protection Board or the Equal Employment Opportunity Commission, as applicable, to review a final decision. An individual grievance may not be filed as a contract dispute when the action/issue would be appealable to the MSPB.

### Section 3

A grievance may be undertaken by the UNION, the EMPLOYER, an Employee, or a group of Employees. Only the UNION or a representative approved by the UNION may represent Employees in such grievances.

It is also agreed that because some grievances arise from cumulative or continuing conditions, it is not feasible to abide by the time limits identified for presenting a grievance below. However, when an employee grievance arises from a specific event or incident, or the employee knew, or with reasonable diligence should have known, of the occurrence of the matter out of which the grievance arose, it must be presented in the timeframes prescribed below.

### Section 4

Every attempt will be made by the Union and the Employer to resolve grievances informally and promptly and in the interest of good employee-management relations.

Management and the Union expect employees and supervisors to make a sincere effort to reconcile their differences over interpretation or application of this Agreement. When such efforts fail, the following procedure will be adhered to:

#### a. STEP ONE – INFORMAL

The employee, and his/her representative, will orally present the grievance to the immediate or first-line supervisor within fifteen (15) calendar days after the occurrence of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step.

#### b. STEP TWO – FORMAL

If the grievance is not resolved as a result of the above informal discussions, the grievance may be filed in writing within the next ten (10) calendar days by the aggrieved employee to the next level supervisor (below the commander) normally having authority to make decisions on the matter involved in the grievance, and a representative of the Union. The employee, Union representative, and management official will then meet within fifteen (15) calendar days of the written submission. The consideration accorded the grievance during this discussion will be formal. A written response will be prepared by the employee's second level supervisor, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of actions decided upon. A copy of the written response will be furnished to all parties concerned within fifteen (15) calendar days of the meeting.

c. STEP THREE

If an acceptable solution to the grievance still has not been reached, the Union may appeal the second step grievance response to the Commander which must reaffirm the issue(s) involved and the corrective or remedial action sought. This written grievance must be submitted within five (5) calendar days after receipt of the required written response. A decision will be rendered by the Commander within thirty (30) calendar days.

d. If the employee and / or Union representative is not satisfied with the decision of the Commander, the Union may, within thirty (30) calendar days, submit a request to the Employer (Commander) in writing, that the grievance be submitted to arbitration. If the employee / Union representative does not submit the arbitration request to the Commander within thirty (30) calendar days from the date of receipt, that decision will be final. Such decision will not be appealable.

Section 5

All time limits referred to in this Article may be extended by mutual agreement of the parties concerned.

Section 6

Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective action sought. Within fifteen (15) calendar days after receipt of the grievance, a representative of each party will meet to discuss the grievance. A written decision will be issued, by the President of the Union within thirty (30) calendar days after the meeting.

Section 7

Every attempt will be made by the Union and the Employer to resolve grievances informally and promptly and in the interest of good employee-management relations.

Union grievances other than specific employee grievances shall be filed in writing with the Commander. The grievance shall specify the basis for the grievance and the corrective relief sought. Within fifteen (15) calendar days after the receipt of the grievance, a representative of each party will meet to discuss the grievance. A written decision will be issued by the Commander within thirty (30) calendar days after the meeting.

Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or the Employer.

Grievability/arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

*Article 41*

**MEDIATION**

The Parties agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

1. Each grievance/dispute will be dealt with on an individual basis.
2. The party requesting the use of mediation may submit their request to the other party at any time during the grievance procedure process, where both parties feel it would be of benefit.
3. The party initiating the request will be responsible for notifying and requesting the services of the FMCS.
4. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
5. The recommendations of the mediator shall not be used as evidence during any official binding third party settlement procedure.
6. The use of the mediation process will serve to suspend the time parameters for the grievance process and invoking arbitration until one or both Parties decide the mediation process has not been successful. Success is defined by the Parties reaching an agreement that resolves the dispute.

## *Article 42*

### **ARBITRATION**

#### Section 1

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the UNION or the EMPLOYER may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Local UNION President or the EMPLOYER, and submitted within fifteen (15) calendar days following the Commander's final decision.

#### Section 2

Within fifteen (15) calendar days from the date of receipt of a valid arbitration notice, the Parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining Agreement. The Parties shall meet within a reasonable time frame after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the EMPLOYER and the UNION will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure until only one name remains. A coin toss will determine who strikes first. The remaining name shall be the duly selected arbitrator. The UNION/EMPLOYER may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

#### Section 3

The EMPLOYER and the UNION agree to share equally the arbitrator's fees and expenses.

#### Section 4

The process to be utilized by the Parties may be one of the following:

- a. The Parties will meet at least sixty (60) calendar days prior to the arbitration hearing in an attempt to arrive at a joint stipulation of the facts, issues, and exhibits of the case, and exchange respective witness lists.
- b. Upon mutual agreement, the Parties may request that the arbitrator render a written decision solely on the joint submission of the Parties without a hearing.
- c. The arbitration hearings will be held during the regular day shift work hours of the basic Monday through Friday workweek.

#### Section 5

The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this agreement.

## Section 6

The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

## Section 7

The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator will extend to the interpretation of agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.

## Section 8

The EMPLOYER and the UNION shall share equally the expense of any mutually agreed upon services in connection with the arbitration. The Parties shall bear their own individual expenses during the arbitration proceedings.

## Section 9

The arbitrator's decision shall be binding on the Parties. However, either party may file exceptions to the arbitration award in accordance with the provision of the Federal Service Labor-Management Relations Statute and the rules and regulations of the Federal Labor Relations Authority.

## Section 10

Either Party may file an exception with the Federal Labor Relations Authority to the arbitrator's award. Such exception must be filed in accordance with the Authority procedures.

## Section 11

If a threshold issue of timeliness, grievability, or arbitrability is raised by either party, the arbitrator will render a written decision on the threshold issue(s) before conducting a hearing on the merits of the case.

*Article 43*

**EFFECTIVE DATES AND DURATION**

The effective date of this Agreement shall be the date of agency head approval or, in the alternative, 31 days after execution if the agency head does not approve or disapprove the agreement within the statutory 30 day time period. It shall remain in effect for three (3) years from the approval of this Agreement. The Agreement shall be automatically renewed for an additional three (3) year period on each third anniversary date thereafter, unless either Party gives written notice to the other, not more than one-hundred and five (105) or less than sixty (60) calendar days prior to the three (3) year expiration date, of their desire to renegotiate 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 executed.

## ADDENDUM SECTION

*Signature Page*

In WITNESS WHEREOF, the Parties hereto have entered into this date:

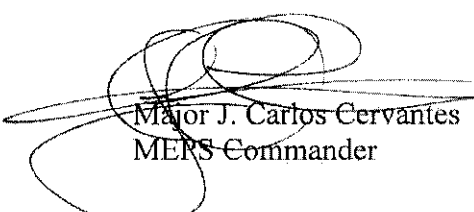
Representative MEPS Management

Representative NFFE Local 2109


The Parties Executed this Agreement on 21 June 2010

For The Management


For The Union



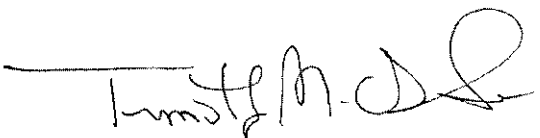
Major J. Carlos Cervantes  
MERS Commander




Michael A. Parker  
Supervisory HR Specialist




Captain Brian J. Pidkaminy  
MEPS Executive Officer




Timothy M. Ostrowski  
Local 2109 President



Frank Carelli  
Director of Government  
Employee Dept. IAMAW



Owen C. McLaughlin  
Steward



Corbett W. Smith  
Steward