

TABLE OF CONTENTS

<u>Article</u>	<u>Article Title</u>	<u>Page</u>
PREAMBLE		3
1	Definitions	4
2	Scope of the Agreement	4
3	Cooperation in the Application of the Agreement	5
4	Copy of the Agreement	5
5	Provisions of Law and Regulation	6
6	Personnel Policies and Procedures	6
7	Rights of Management	6
8	Matters Appropriate for Negotiation and Discussion	7
9	Exclusive Recognition	7
10	Union Rights, Responsibilities and Representation	8
11	Facilities	10
12	Employees' Rights	10
13	Voluntary Allotment of Union Dues	12
14	Personnel Record System	14
15	Review of Job Descriptions and Classification Standards	14
16	Training and Employee Development	15
17	Performance Appraisal	16
18	Incentive Awards	18

19	Within-Grade Increase	19
20	Promotions	19
21	Disciplinary Actions	19
22	Grievance Procedure	20
23	Union and Management-Initiated Grievance Procedure	25
24	Arbitration	26
25	Unfair Labor Practices	27
26	Temporary Duty Assignments	28
27	Tours of Duty	29
28	Overtime	34
29	Leave	36
30	Safety and Health	40
31	Equal Employment Opportunity Program	41
32	Employee Assistance Program	41
33	Duration of the Agreement	42

PREAMBLE

Pursuant to the policy set forth in Title 5 USC, Chapter 71, The Federal Service Labor-Management Relations Statute, and all future amendments, the following articles, together with any and all supplemental agreements, and or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between the U.S. Army Scranton Army Ammunition Plant, Scranton, Pennsylvania hereinafter referred to as the Employer, and Local 1647, American Federation of Government Employees, hereinafter referred to as the Union, and collectively known as the Parties, for the employees in the unit described herein.

This agreement is entered into pursuant to a decision and Order dated August 23, 2007, Case Number BN-RP-07-0015, which certified the American Federation of Government Employees, AFL-CIO Local 1647, as the exclusive representative. 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. The well being of employees and efficient administration of the Government are benefited by the Employer providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. The participation of employees should be improved through maintenance of a constructive and cooperative relationship between the Union and the Employer.

ARTICLE 1

Definitions

When used in this agreement, the term:

- a. AGENCY means Department of Defense, or Scranton Army Ammunition Plant depending on the context in which the term is used.
- b. AUTHORITY means Federal Labor Relations Authority.
- c. DAYS mean, unless otherwise specified, calendar days.
- d. DUES mean regular and periodic dues to the Union.
- e. EMERGENCY SITUATION - means a situation that poses sudden, immediate and unforeseen work requirements.
- f. EMPLOYER means individually and/or collectively depending on the specific language:

Scranton Army Ammunition Plant

- g. UNION means American Federation of Government Employees, Local 1647.
- h. HE (personal pronoun) means for purpose of readability, female and male employees.

ARTICLE 2

Scope of the Agreement

Section 1. The well-being of the employees and the efficient and economical operation of the Employer require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of Employer policies and procedures affecting them contributes to the effective conduct of public business. The parties to the Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon the Agreement. It is the purpose of the Agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and Union.

Section 2. It is intended that the Agreement will meet the following objectives:

- a. Ensure Union participation in the formulation of personnel policies and procedures.
- b. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer.
- c. Promote employee-management cooperation.
- d. Facilitate the adjustment of disputes, grievances, impasses and appeals.

ARTICLE 3

Cooperation in the Application of the Agreement

The Employer and Union 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 interests of the parties and the public to maintain a climate of cooperation in the compliance with and execution of this Agreement.

ARTICLE 4

Copy of the Agreement

The Employer agrees to furnish each employee with a copy of this Agreement. The Employer agrees to inform all new employees who are hired for work in the Unit of the existence of the exclusive recognition with the Union and provide them a copy of the Agreement. The Employer will furnish the Union with 20 copies of the agreement on 8 1/2" by 11" paper.

ARTICLE 5

Provisions of Law and Regulations

Section 1. In the administration of all matters covered by the Agreement, the Employer and the Union are governed by existing or future laws and the regulations of appropriate authorities, as of the effective date of this contract.

Section 2. In the event this Agreement or its supplementary Agreements are hereafter found in conflict with Section 1, either party shall notify the other of such and the parties shall promptly enter negotiations to effect appropriate amendments to conform this Agreement or its supplementary Agreements and resolve such conflicts. However, such negotiation shall not affect the enforcement or validity of any other provision of this agreement.

Section 3. Any waiver of breach or condition of this Agreement shall not constitute a precedent in the future enforcement of all terms and conditions.

Section 4. References contained herein are provided as a source of additional information, are not all inclusive, and may be subject to change.

ARTICLE 6

Personnel Policies and Procedures

It is agreed and understood that the current personnel policies and procedures which have been issued in writing by the Employer and that are not in conflict with this Agreement, shall remain in full force and effect until and unless changed through procedures identified in this Agreement.

ARTICLE 7

Rights of Management

In accordance with applicable laws and regulations, the Employer retains the right:

- To determine the mission, budget, organization, number of employees, and internal security practices of the Employer.
- To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
- To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
- With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotions, or any other appropriate source;
- To take whatever actions may be necessary to carry out the agency mission during emergencies.
- To hold informal private job related discussions with employees.

ARTICLE 8

Matters Appropriate for Negotiation and Discussion

Section 1. 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. The Union will be given a minimum of five (5) work days to review the change and decide whether or not to invoke its right to bargain. The notification of a request to bargain will be made to the CPAC.

Section 2. Nothing in this Agreement shall eliminate the responsibility of the Employer and Union to meet and discuss matters not covered by this Agreement, as they relate to personnel policies, practices and procedures, and working conditions involving employees of the unit.

ARTICLE 9

Exclusive Recognition

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Article 1 and the Union hereby recognizes the responsibility for representing the interest of all such employees.

ARTICLE 10

Union Rights, Responsibilities and Representation

Section 1. The Union is responsible for representing the interests of all employees of the Unit without discrimination and without regard to labor organization membership. It shall not discriminate with regard to the terms or conditions of membership because of race, color, creed, sex, age, national origin, preferential or non-preferential civil service status, political affiliation, marital status or handicap condition.

Section 2. The Union agrees to abide by standards of conduct for labor organizations as set forth in 5 USC 7120. In the performance of their official Union duties, officials of the Union are protected in the exercise of this right without fear of penalty or reprisal on the part of the Employer. This provision does not relieve Union officials from conducting themselves in accordance with the laws and regulations governing Federal employees.

Section 3. The Employer agrees to grant, without charge to leave or loss of pay, a reasonable amount of duty time for the bargaining unit's Chief Steward, to perform their representational duties for the Union.

a. Official time in regards to mid-term bargaining requirements, preparations for future negotiations of this agreement, and related impasse requirements will be negotiated in addition to the above at the appropriate time.

b. Official time is prohibited for any activity performed by an employee relating to the internal business of the Union (including the solicitation of membership, election of Union officials, collection of membership dues, and the clerical support thereof).

Section 4. The following procedures shall apply to employees and Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement:

If a Union Official intends to conduct union business, he will notify his immediate supervisor or designee and will provide an estimated time of his return to the work area. As soon as practical, the Union Official will notify his supervisor or his designee of any emergency or unexpected situation that prevents

him from returning to his work area at the anticipated time. If time is denied to the Union Official due to work load considerations, time will be granted as soon as work load constraints permit.

Section 5.

a. An official of the Union may be excused without charge to leave for the purpose of attending a training session sponsored by the Union, or other approved source, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as a Union Official, and the Employer's interest will be served by the Union Official's attendance.

b. The Union shall submit requests to use official time for training to the CPAC normally at least 21 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must also include names of employees whose attendance is desired.

c. Training may be disapproved in cases where the absence of an employee or employees would significantly interfere with the Employer's mission or where the training is not mutually beneficial to both parties. When disapproval occurs for these reasons, such disapproval will be furnished in writing/e-mail to the local Steward at the time of disapproval.

Section 6. The Employer agrees that officers of the Union, including national officers and other duly designated representatives of the Union, who are not employees of the Employer, will be admitted to Scranton Army Ammunition Plant, upon written notification, in accordance with security regulations. Written notification will normally be made one week prior to planned admittance.

Section 7.

a. Management will provide the Union with reasonable advance notice of written personnel surveys concerning conditions of employment that involve bargaining unit employees. To the extent practical, the Employer will provide the Union with an advance copy of the survey results soon after receipt.

b. The Union will provide the Employer with reasonable advance notice of written personnel surveys conducted at the

plant concerning conditions of employment that involve bargaining unit employees. The Union will normally provide the Employer with an advance copy of the survey results soon after receipt.

ARTICLE 11

Facilities

Section 1. The Employer agrees that the Union will be granted permission to use official space on non-duty hours of employees involved. The Union agrees that the use of any conference room on non-duty hours is subject to advance approval.

Section 2. The Employer agrees to permit the use of the office space, if available, during duty hours for use by the Union in performing such representational Union business as will not conflict with the performance of mission requirements. The Union will provide management the purpose, number of those attending, and anticipated time involved.

Section 3. When an employee desires to discuss with the Union, important, sensitive, job-related complaints, he will advise his supervisor that he desires to meet with the Union representative. If private space is required, the supervisor will endeavor to provide such space. Space to be provided will normally be in or near the immediate work area of the employee or in the Union office if no such space is available.

Section 4. A section of the official bulletin board may be used by the Union to post official organization notices or bulletins. Literature posted or distributed within the Plant must not violate any law, the security of the Plant, or contain scurrilous or libelous material. The Union agrees to be responsible for policing their portion of the bulletin board.

ARTICLE 12

Employees' Rights

Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist any labor organization, or to refrain from any such activity. No interference, restraint, coercion or discrimination shall be

practiced by management to encourage or discourage membership in a labor organization. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization.

Section 2. Prior to any meeting with a management representative, an employee has the right to inquire about and receive an answer on the intended topic of the meeting.

Section 3. Employees have the right to Union representation at any examination of an employee in the Unit by a representative of the Employer if:

- a. The examination is investigatory in nature, or turns into such after it begins,
- b. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- c. The employee requests representation.

Section 4. Employees have the right to be notified by the Employer of their representational rights once in each calendar year of the term of this agreement via employee email.

Section 5. No electronic recording will be made of any conversation between a supervisor and an employee and/or his Union representative concerning the employee's complaint or grievance without mutual consent. In the event a recording is made, both management and the Union shall be entitled to a copy.

Section 6. An employee called into a criminal investigation shall be afforded their rights in accordance with law. (i.e., the right to a representative if appropriate.)

Section 7. Access to an employee's Official Personnel File (OPF) by the employee and/or authorized representative will normally be granted within two (2) working days of request, if records are kept at the employee's primary duty station. If records are stored elsewhere, the Employer will normally initiate action within one workday to obtain the records.

Section 8. Subject to workload considerations, reasonable time during working hours will be allowed for aggrieved employees to discuss, prepare for, and present grievances, including attendance at meetings with management officials. If time is denied to the employee due to workload considerations, the reasons will be provided, and time will be granted as soon as workload considerations permit. Time attributable to the

denial will not be counted toward the time period for filing a grievance.

ARTICLE 13

Voluntary Allotment of Union Dues

It is hereby agreed between the Employer and the Union that the following agreement shall be in conformance with applicable regulations concerning allotments for payment of dues to labor organizations.

Section 1. Union dues, which are both regular and periodic shall be deducted by the Employer from an employee's pay each payroll period when all of the following conditions have been met:

a. The employee executes a Form 1187 (Employees Authorization for Dues Deduction) provided by the Union and as provide for herein.

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

c. The treasurer or local president of the Union has completed and signed Section A of such form, including the certification of the current amount of the Union's regular dues to be deducted each biweekly pay period, on behalf of the Union.

d. Such completed form shall be turned over to the treasurer of the Union for transmittal to the Payroll Office of the Employer at any time.

Section 2. The Union is responsible for informing and educating its members on the program for allotments for payment of dues.

Section 3. Deduction of dues to the Union shall begin with the first pay period which begins after receipt of properly completed and signed Standard Form 1187 by the payroll office of the Employer.

Section 4. The amount of the Union dues to be deducted each biweekly pay period on behalf of the Union shall remain as originally certified to, on such allotment forms, by the authorized local Union Official until a change in the amount of such deductions is certified to by the authorized official of the Union and such certification of change is duly transmitted to the payroll office of the Employer.

Section 5. Once each calendar year the Union will certify to the Employer the status of dues allocation (increase, reduction, or no change). Any change in the amount of the employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period beginning after receipt of the notice of change by the Payroll Office of the Employer or at a later date, if requested by the Union. Changes in the amounts of any Union dues shall not be made more frequently than once each calendar year.

Section 6. An employee's voluntary allotment for payment of Union dues shall be:

a. Terminated by the Employer with the start of the first pay period following the pay period in which the following occur:

- (1) Loss of exclusive recognition by the Union.
- (2) Separation of the employee for any reason, including death or retirement.
- (3) Receipt by the Employer of notice that the employee has been expelled from the Union.
- (4) Move or reassignment of the employee to an organizational segment for which the Union has not been determined to be eligible for exclusive recognition. The employee will be responsible for notifying the Payroll Office of the Employer when such move or reassignment takes place.

Section 7. An allotment for the deduction of an employee's Union dues may also be terminated by the employee by submitting Standard Form 1188 properly executed to the payroll office of the Employer. After payment of one full year, cancellation can be instituted by submitting a SF 1188 to the payroll office, and will become effective the first full pay period after it's received.

Section 8. The Union having members on voluntary allotment of their Union dues, shall promptly notify the payroll office of the Employer, in writing, when any such member of the Union is expelled.

ARTICLE 14

Personnel Record System

Section 1. The Employer agrees to establish and maintain only those personnel record systems that are authorized by law and regulation, and furthermore, that the maintenance of such systems will be in full compliance with both the Privacy Act and Freedom of Information Act.

Section 2. Each employee or designated representative will, upon request, have access to all documents appearing in his Official Personnel Folder and/or any other such record system, with the exception of records restricted by law and regulation. Under no circumstances will the Employer release information contained in personnel records to third parties under circumstances other than those prescribed by law and regulation.

Section 3. Personnel record systems maintained by the Employer which are to be used for purposes of evaluating the employee, will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee has been made aware of the presence of such material. Employees upon request will be provided a copy of all derogatory information placed in their Official Personnel Folder, with the exception of information which may be restricted by law or regulation. All other officially recognized personnel record systems will be free of derogatory information, unless specifically authorized by law or regulation, and then such information must be released to the employee if authorized by the applicable law or regulation.

ARTICLE 15

Review of Job Descriptions and Classification Standards

Section 1. Each employee in the Unit shall be furnished a copy of his official position description and shall be afforded the opportunity to discuss with his immediate supervisor the contents of such description.

Section 2. An employee in the unit who alleges inequities in the classification, i.e., pay plan, grade, title, or series, shall be afforded the opportunity to meet and discuss alleged inequities with the supervisor. If the employee's concerns are not resolved, the Employer (CPAC) shall discuss with the

employee position classification appeal rights. Upon request, the Employer will discuss with the employee the findings and decisions pertinent to the employee's classification appeal.

Section 3. The Employer will inform the Union when new or revised Classification, Standards are received that pertain to Unit members, prior to implementation and will make them available for review by the CPAC, by all employees or Union representatives.

ARTICLE 16

Training and Employee Development

Section 1. The Employer and the Union agree that the training and development of employees within the Unit is a matter of primary importance to the parties. In accordance with Civilian Personnel Regulations and the Federal Personnel Manual, both parties agree to encourage actions to ensure equal opportunity for all employees to participate in training and development programs subject to mission requirements and fund availability.

Section 2. When the Employer determines that he will train employees to satisfy a skill in short supply, he will inform employees of these opportunities. Furthermore, the Employer will, to the maximum extent practicable, establish training opportunities in these areas and inform the employee how to apply for training. Management agrees to consider volunteers for training & development opportunities, but retains the right to require and direct employee participation in such programs.

Section 3. When advance knowledge of the impact of pending major changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved.

Section 4. In the event of a reduction-in-force, the Employer will contact the appropriate State Employment Service concerning all affected employees to determine eligibility for training and then refer the employees to the appropriate office.

Section 5. The Employer and the Union mutually endorse the desirability of promoting a positive program of employee development utilizing the resources of the Department and the

community and a full range of training and development techniques to accomplish that end.

Section 6. When training is to be given to some but not all employees in an occupational or organizational group, the process for selection will be administered in a fair and equitable manner.

Section 7. Training and development of employees is a matter of importance and in the public interest. Employer agrees, consistent with law and regulations, to change the tour of duty for employees attending required and approved job related training given during other than normal duty hours. For other Employer approved off-post training, an employee's request, for adjustment in tours of duty to facilitate such attendance, will be given full consideration by the Employer consistent with law and regulation and the Employer's mission needs.

Section 8. The Employer agrees to pay approved training and certification costs in accordance with governing laws and regulations.

Section 9. When training is given specifically to prepare employees for advancement and the training is required for promotion, competitive procedures will be followed in selecting the persons to receive such training.

ARTICLE 17

Performance Appraisal

Section 1. It is agreed that performance standards and appraisals will be accomplished in accordance with applicable laws and Department of Army regulations.

Section 2. Responsibilities/objectives will be developed for each employee, and will be discussed with and explained to the employee within the first thirty (30) calendar days of each rating period. Responsibilities/objectives will be job related, reflect duties listed in the employee job description, and be based on mission requirements and other measurable aspects. Responsibilities/objectives must be reasonably attainable, show what is required for success, and be capable of being exceeded.

Section 3. Rating anniversary date for an employee under the Senior Level System in TAPES will be set in accordance with TAPES regulation. Employees covered under the Base Level System in TAPES will have a rating anniversary date that coincides with the last day of the month that contains their service computation date.

Section 4. Performance plans must be in force at least one-hundred twenty (120) days before they are used to rate an employee. The Department of the Army Civilian Evaluation Report Support Form or Civilian Performance Counseling Checklist/Record will be used to document the date on which responsibilities/objectives and/or changes to them are communicated to the employee.

Section 5. At a minimum, a midpoint performance discussion will be performed during each rating period in accordance with applicable laws and regulations. At the midpoint of the annual rating period, the rater will discuss with the employee his actual performance against the written responsibilities/objectives. The employee will be advised of progress, and changes to the plan will be documented. This midpoint discussion will be documented on the support form or counseling checklist.

Section 6. Employees will receive an annual performance appraisal which may be a factor in decisions concerning compensation, training, rewards, reassignments, promotions, reductions in grade, retention, reductions in force, and removal. The annual performance appraisal will be based solely on the performance of the employee during that rating period, to include details and any other temporary assignments.

Section 7. The following procedures will be followed when a supervisor proposes to remove or demote an employee from a position for unsatisfactory performance under 5 CFR 432 and AR 690-400, Chapter 432:

a. The employee will be notified in writing as to the responsibilities/objectives he has failed to meet; actions needed for improvement; and be provided guidance and assistance such as counseling, training, and additional supervision, as appropriate.

b. The employee will be given a period of no less than sixty (60) days to improve his performance.

c. If after the performance improvement period, performance does not improve, the supervisor will initiate action to propose the reassignment, Change to Lower Grade, or removal of the employee from the position in accordance with the law and governing regulations.

Section 8.

a. Employees are expected to seek informal resolution of disagreements with their supervisors concerning performance ratings. A grievance may be filed only after a performance rating has been completed, reviewed, approved, and communicated to the employee. If it is alleged that the overall performance rating has been incorrectly computed, this should be reviewed and corrected, if appropriate, by management. Only allegations of incorrect computations of the overall performance ratings or ratings of individual responsibilities/objectives may be grieved; the overall performance rating itself may not be grieved. The overall performance rating will be appropriately adjusted automatically depending upon the outcome of a grievance on one or more responsibilities/objectives.

b. The expected norm of performance is the Successful or equivalent level. When an employee grieves one or more responsibilities/objectives rated below that level, the burden of proof that the rating(s) given is proper rests with management. However, when an employee grieves one or more responsibilities/objectives rated at the Successful or equivalent level or above, the burden of proof rests with the employee to demonstrate that the rating level sought is proper.

ARTICLE 18

Incentive Awards

The parties agree that an effective incentive awards program will result in a more effective work force, higher productivity and improved working environment. All awards will be processed in accordance with the regulatory guidance AR 672-20 and current funding guidance.

ARTICLE 19

Within-Grade Increase

The granting of within-grade increases is dependent upon the supervisor's determination that the employee's work is of an acceptable level of competence. Unless the supervisor takes the initiative to postpone the within-grade, the Civilian Personnel Advisory Center (CPAC) will automatically process within-grade increases. Any negative determination concerning within-grade increases for Unit employees must be in strict compliance with time limits and all other requirements of applicable laws and regulations.

ARTICLE 20

Promotions

Section 1. It is agreed that all promotions and reassignments will be made in accordance with applicable laws and regulations.

Section 2. The filling of non-bargaining unit positions (either on a temporary or permanent basis) are excluded from coverage under this Article and this agreement.

ARTICLE 21

Disciplinary Actions

Section 1. Policy. Disciplinary action taken will be for just cause, to promote the efficiency of the agency and in accordance with applicable regulations. All disciplinary actions will be timely. Employees are responsible for adhering to established rules, policies, regulations and laws. The administration of disciplinary action shall not be arbitrary or capricious.

Section 2. Disciplinary Actions.

a. Disciplinary action taken will be for just cause, to promote the efficiency of the agency and in accordance with applicable regulations. All disciplinary actions will be

timely. Employees are responsible for adhering to established rules, policies, regulations and laws. A disciplinary action is any action consisting of an official letter of reprimand or disciplinary action of fourteen (14) days or less which is placed in the employee's OPF.

b. In the event the employee is issued an unfavorable decision, he/she shall be advised that he/she may grieve the decision under the negotiated grievance procedure contained herein and of the time limit for filing the grievance.

c. Employees shall be given at least ten (10) calendar days advance written notice of disciplinary action, by means of a proposal and a reasonable time (not less than three (3) work days) in which to prepare a reply. Extensions may be granted. A reasonable amount of official duty time will be allowed for preparing a reply.

Section 3. Priority Placement Program(PPP)Registration. The Employer agrees to include a paragraph in all proposed disciplinary actions that will advise employees that if the charges are warranted and disciplinary action results they may be ineligible from PPP registration in future RIF procedures.

Section 4. Adverse Actions.

a. An adverse action is a reduction in grade or pay, removal, suspension for more than fourteen calendar (14) days, or a furlough of thirty (30) calendar days or less.

b. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and a reasonable time (not less than fifteen (15) calendar days) in which to prepare a reply. The address of the Merit System Protection Board and the phone numbers of the Union office shall be included in the final letter of decision.

ARTICLE 22

Grievance Procedure

Section 1. The purpose of this Article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of grievances. This is the exclusive procedure

available to the parties and the employees in the units for the processing of all grievances pertaining to the following:

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 collective bargaining agreement;
(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

d. Except that it shall not include a grievance concerning:

- (1) Any claimed violation relating to prohibited political activities; or
- (2) Retirement, life insurance, or health insurance; or
- (3) A suspension or removal for national security reasons (Section 7532); or
- (4) Any examination, certification or appointment; or
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
- (6) Termination of temporary employment; or
- (7) Removal of a probationary employee; or
- (8) A personnel action voluntarily requested by an employee; or
- (9) Non-selection from a properly constituted referral list of candidates; or
- (10) Failure to adopt a suggestion submitted under the incentive awards program; or
- (11) Failure to recommend and/or disapproval of a quality step increase, performance, honorary or other discretionary award; or
- (12) Allegations of discrimination that are properly referable as EEO complaints through the agency EEO procedures.

Section 2. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitrator as a threshold issue, which will be argued prior to the arbitration hearing the merits of the grievance.

Section 3. Procedure

a. Step 1. Any employee having a grievance will take it up with his/her immediate supervisor within 15 calendar days IAW the provisions of Section 4. The complaint will be reduced to writing on a form mutually agreed to by the Employer and the Union. The written grievance will state the exact nature of the grievance (specific article or section violated), and the corrective action desired. The immediate supervisor will meet with the aggrieved employee(s) or the aggrieved employee and his/her representative, within 3 working days from the date of the written grievance to attempt to resolve the grievance. As discussed in Section 1 above, if the employee chooses self-representation, the Union must be given the opportunity to be present. The immediate supervisor will provide the written decision either sustaining or stating why he/she is denying the grievance, to the employee within 5 working days after the conclusion of the meeting. If the grievance is settled to the satisfaction of the employee(s), no further consideration will be given to this matter. If the grievance is not settled to the satisfaction of the employee(s), he/she will specifically state the reason(s) on the grievance form why he/she disagrees with the immediate supervisor and he/she may proceed to the next step of this procedure.

b. Step 2 (Mediation Option)

1. Upon mutual agreement of employee and management, the issue will be referred for mediation. If either party does not agree to utilize mediation, this step will not be applicable. If mediation is mutually agreeable:

(a) The employee will provide notice to the first line supervisor of his/her within 5 workdays from the date of receipt of the step 1 grievance decision of his/her desire to utilize mediation to attempt to resolve the dispute. The first line supervisor will provide written notification of the employer's agreement or declination of the mediation request within 3 work days of receipt.

(b) If there is mutual agreement to utilize mediation, the union will contact FMCS, or other available mediators to schedule the mediation.

(c) During the mediation conference, the mediator will attempt to get both parties to explore their mutual interests and concerns so that they may reach a mutually agreeable solution. The parties agree that the discussions in the

mediation are confidential and will not be used in any other forum. Both the employee, his or her union representative and the designated management representative will dedicate a minimum of 2 hours to the mediation process. However, the parties agree that the mediator is in charge of the mediation session and will determine the time necessary to complete mediation. The mediator may terminate the session earlier or ask mutual agreement to extend the time. The parties agree that the mediator has no authority to bind either the employee or the employer to an agreement.

(d) The management representative will be responsible for capturing all agreements in writing and securing the signature of the employee and management. If agreement is reached between the parties, the issue will be considered resolved with no further action.

2. If no agreement is reached, or if either the employee or employer elects not to utilize mediation, the union may invoke arbitration as follows:

(a) If mediation is not utilized. The union will submit a written notice of its intent to invoke arbitration to the Commander's representative or his designated rep within 30 calendar days from the date of the step 1 decision or date of the employer written decision declining mediation. If the union does not invoke arbitration, the issue will be considered closed.

(b) If mediation is utilized, but no agreement is reached. The union will submit a written notice of its intent to invoke arbitration to the Commander's representative or his designated rep within 30 calendar days from the date of the mediation session. If the union does not invoke arbitration, the issue will be considered closed.

Section 4. If any grievance is not taken up with the employee's immediate supervisor within 15 calendar days after the employee knew or with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose, such grievance shall not be presented or considered at a later date. During the period of a shutdown or if an employee is absent from duty for authorized reasons; i.e., annual leave, sick leave, TDY, the 15 calendar day period shall cease to run until the employees return to duty.

Section 5. At each and every step of the grievance procedure, the employee, or his/her Union representative, shall be permitted to call relevant employee witnesses who shall suffer no loss of pay for so serving, if otherwise in a duty status. The Employer will, upon request, produce pertinent payroll and other records insofar as permissible without violating laws, regulations, and governmental policies, for the purpose of substantiating the contentions or claims of the parties.

Section 6. It is mutually agreed and understood that the Employer may call witnesses, or management representatives it deems necessary to bring about a satisfactory settlement to a complaint or grievance.

Section 7. Deciding official has responsibility to investigate all information provided in a grievance. If the deciding official believes that in the course of the investigation, critical information is discovered which will determine the basis of the decision, the employee and representative will be provided the information and given opportunity to respond.

Section 8. Failure of the employee to process complaints or grievances within the time limits prescribed in each step of the grievance procedure will automatically cancel the complaint or grievance and no further consideration will be given this matter. Extensions may be granted, provided mutually agreed upon by both parties.

Section 9. Failure of the Employer to answer written grievances within the time limits prescribed in each step of the procedure shall permit the Union to refer the case to the succeeding step of the procedure. Extensions may be granted, provided mutually agreed upon by both parties.

Section 10. If the employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

Section 11. It is agreed that when a grievance is settled at any step, it will be considered to be settled in its entirety, and no further action will be taken regarding grievance.

Section 12. Disciplinary actions identified in Article 21 will be initiated in writing at Step 2, of this grievance procedure.

ARTICLE 23

Union and Management-Initiated Grievance Procedure

Section 1.

a. The purpose of this article is to provide for the satisfactory settlement of grievances involving application and/or interpretation of this agreement where no individual employee grievance is involved.

b. Questions which cannot be resolved by the Parties as to whether or not a grievance is on a matter subject to the provisions of this procedure shall be referred to arbitration for decision.

c. All grievances must be processed to Step 1 of this procedure within fifteen (15) workdays after the Union knew, or, with reasonable diligence should have known of the occurrence of the matter out of which the grievance arose.

d. If the dispute has bargaining unit wide impact it will be introduced in the process at the second step.

e. Grievances that relate to ongoing conditions may be presented at any time.

Section 2. a. *Step 1.* The Union will reduce the grievance to writing on the grievance form and will notify the Commander's representative or his designated rep of their desire to establish a Step 1 meeting to discuss the grievance. The meeting shall be held within three (3) workdays of the request. The Commander's representative or his designated rep, shall provide the Union with a written decision within five (5) workdays from the conclusion of the meeting. If unsatisfactory, the Union will process the grievance to the next step of the procedure.

b. *Step 2.* Within five (5) workdays from the date of the Step 1 decision, the grievance will be submitted to the CPAC

Director or his designated rep, where the date of receipt will be annotated on the grievance form. The meeting shall be held within three (3) workdays of the request with the labor relations officer or designated representative. Within five (5) workdays from the conclusion of the meeting, the CPAC Director or his designated rep shall provide the Union with a written decision. If unsatisfactory, the Union may request the grievance be submitted to arbitration by so notifying the CPAC within thirty (30) workdays of the written decision.

Section 3. Employer initiated grievances shall be processed under the above procedure, altered to the extent that the CPAC shall initiate the procedure by notifying the Union.

ARTICLE 24

Arbitration

Section 1. If the Employer and the Union fail to settle any grievance/dispute arising under Article 25 or **new article (UM Dispute), such grievance /dispute shall, upon written notice of either party, be referred to arbitration. Such written notice must be served not later than 30 calendar days following the conclusion of the last step of the grievance procedure.

Section 2. Within 4 working days from the date of the receipt of the arbitration request, the parties will request a list of names from the Federal and Mediation and Conciliation Service (FMCS). The parties will alternate paying for the fee of the FMCS to generate the list, beginning with the Employer. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the duly elected arbitrator. The parties will alternate the first strike from the list.

Section 3. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. The arbitration hearing shall be held during the regular day shift work hours of the basic work week, unless the arbitrator so directs or otherwise requires. The grievant, representative, and employee witnesses shall be in pay status without charge to annual leave while participating in the arbitration proceedings if otherwise in a duty status. The arbitrator shall not change, modify,

alter, delete, or add to the provisions of this Agreement, as such rights remain with the contracting parties, and his award will be limited to the issue or issues presented for arbitration.

Section 4. The arbitrator is requested by the parties to render his/her decision as quickly as possible, preferably within 60 calendar days after the conclusion of the hearing.

Section 5. It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of 5 USC, Chapter 71, to the Federal Labor Relations Authority. However, either party may file exceptions to the arbitrator's award with the Authority under regulations prescribed by the Authority. It is further recognized that arbitration shall be invoked by the Union or Employer only.

Section 6. The parties agree to concurrently exchange witness lists a minimum of five (5) workdays prior to the hearing date, unless extenuating circumstances justify a delay.

ARTICLE 25

Unfair Labor Practices

The Employer and Union agree that prior to the filing of any unfair labor practice charge with the Authority, the parties will meet for the purpose of attempting to resolve the matter. The Employer and Union agree that no formal charge will be filed for thirty (30) days following the initial meeting. 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 rights of the parties to meet the time limitations for filing with the Authority.

ARTICLE 26

Temporary Duty Assignments

Section 1. The Employer reserves the right to direct temporary duty (TDY) assignments of employees. Employees are responsible for responding to TDY assignments in the same manner as to duties at their present duty station. Employees are required to travel when necessary to support the mission and/or for job related training.

Section 2. To the maximum extent practicable, TDY travel will be scheduled within the regular scheduled workweek of the employee. Whenever an employee is required to travel outside normal duty hours, the reason for such requirement will be annotated on the travel orders. Employees receive travel compensatory time for time spent in travel status and outside of normal official duty hours which is not otherwise compensated. Travel Compensatory time off is a separate form of compensatory time off that may be earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable IAW 5 CFR 550.1404.

Section 3. At the discretion of the Employer, excused absence may be granted to allow travelers to prepare for or recuperate from TDY assignments. The excused absence will not exceed four (4) hours. Authorization of such excused absence is the responsibility of the travel-approving official.

Ordinarily an employee on official travel is not required to travel during unreasonable hours at night. A prudent employee should have travel scheduled so that hotel accommodations may be acquired so the employee can retire at a reasonable hour and be ready to perform official business as required.

Section 4. Employees on TDY assignment will be representing SCAAP at all times. As such, the Employer requires the employee to conduct himself in an appropriate manner throughout the duration of the TDY assignment.

Section 5. An employee must exercise the same care and regard for incurring expenses as a prudent person traveling at personal expense. An employee must maintain records to validate expenses of \$75 or more and all lodging costs, except as set forth below. Excess costs, circuitous routes, delays or luxury accommodations that are unnecessary or unjustified are the

employee's financial responsibility. When there is reasonable suspicion of a falsified expense (other than the cost of lodging, meals, or incidentals) the suspect expense shall not be allowed. If payment is made before discovery of a suspected falsified expense, the employee must reimburse the Government.

ARTICLE 27

Tours of Duty

Section 1. The basic workweek consists of five (5) each 8-hour days, Monday through Friday from 7:30 a.m. to 4:00 p.m., except for those employees whose services are determined by the Employer to warrant other basic workweeks. Changes in the basic workweek of a regularly established shift will be discussed in advance with the Union whenever possible.

Section 2. Tours of duty will be established or changed at least two (2) weeks in advance and will continue for a period of at least two (2) pay periods. Employees must be given at least two (2) weeks advance notice of a change in work schedules, except when the Employer would be seriously handicapped in carrying out its function, or its cost of doing business would be substantially increased.

Section 3. When the Employer plans to make a significant change in shift assignments, the Employer agrees to notify the Union of such changes prior to implementation, in accordance with Article 8.

Section 4. ALTERNATE WORK SCHEDULE (AWS) PROGRAM.

Under this program, employees may be authorized to perform under a work schedule other than the basic Plant schedule of eight (8) hours per day, five (5) days a week, as set forth in Section 1 of this article. The AWS options available under this labor management agreement are: Alternate Basic Schedule (ABS) and a 5/4 - 9 Compressed Work Schedule (CWS). Subject to the terms and conditions of this labor management agreement, employees will be offered the opportunity to fulfill their basic biweekly work requirement under either one of these AWS options.

a. AWS OPTIONS.

(1) **Option 1: ALTERNATE BASIC SCHEDULE (ABS).** Full-time employees who participate in this ABS have a basic workweek

requirement of 5 workdays and 8 hours each day, excluding their ½ hour lunch period. Employees must select one of the following shifts: 7:00 to 3:30 or 7:30 to 4:00.

(2) Option 2: 5/4 - 9 COMPRESSED WORK SCHEDULE.

(a) This is a fixed schedule in which the employees' biweekly work requirement is compressed into 9 work days. Full-time employees who participate in the 5/4 - 9 CWS are required to complete their basic 80 hour biweekly work requirement under a fixed work schedule consisting of eight 9 hour days and one 8 hour day. In return, they get one Regular Day Off (RDO) each pay period.

(b) Under this fixed 5/4 - 9 CWS, all workdays will start at 6:30 a.m., with the 8 hour day ending at 3:00 p.m., and the 9 hour days ending at 4:00 p.m.

(c) For employees under this schedule, the RDO will either be the first or second Friday of each biweekly pay period, as determined by the employer. The 8 hour day will be the non-RDO Friday. Changes to the RDO and the 8 hour day must be in accordance with Section 2 of this article.

(3) Option 3: 4 - 10 COMPRESSED WORK SCHEDULE.

(a) This is a fixed schedule in which the employees' biweekly work requirement is compressed into 8 work days. Full-time employees who participate in the 4 - 10 CWS are required to complete their basic 80 hour biweekly work requirement under a fixed work schedule consisting of eight 10 hour days. In return, they get two Regular Days Off (RDO) each pay period.

(b) Under this fixed 4 - 10 CWS, the employee will select a starting time from 6:30 to 8:00.

(c) For employees under this schedule, the RDOs will be determined by the employer. Changes to the RDO must be in accordance with Section 2 of this article.

b. AWS DEFINITIONS.

Alternate basic schedules (ABS) are work schedules that allow individual employees to determine their own starting times, subject to the terms and conditions of this labor management agreement.

Regular Day Off (RDO) is that scheduled day off from work for employees who participate in the CWS option. The 5/4 - 9 CWS includes a RDO day during each bi-weekly pay period.

c. COVERAGE. Except for those employees whose services are determined by the Employer to warrant other than the basic workweek, will be offered the opportunity to select the CWS or an ABS, unless the employee is expressly excluded or restricted from participation in accordance with the provisions of this labor management agreement, or pursuant to the Federal Employees Flexible and Compressed Work Schedules (F&CWS) Act of 1982.

d. IMPLEMENTATION. The AWS Program will become effective on the first Monday of the first pay period to occur after the negotiated labor management agreement has been in effect for thirty (30) days.

e. TERMINATING AN AWS. Pursuant to 5 USC 6131, if the Commander, or his duly authorized designee, finds that a particular ABS or CWS has had an adverse agency impact, the Employer shall promptly determine not to continue that schedule. Adverse agency impact is a reduction in the plant's productivity; a diminished level of services (to internal and external customers); or an increase in the cost of operations (other than administrative costs to establish the AWS program). In such cases, the Employer may reopen the negotiated labor management agreement to seek termination of the schedule involved.

f. AWS EXCLUSIONS. The Employer may restrict the employees' choice of arrival and departure time or exclude from such program any employee or group of employees if working an AWS conflicts with mission requirements for three shift operations, or presents a situation where all safety and security concerns are not properly addressed. Whenever mission requirements necessitate the Employer to make a change that restricts employees in an area from participation in the AWS Program, the Employer will afford the union adequate notice and the opportunity to negotiate such changes in accordance with Article 8 of the LMA.

g. LUNCH PERIOD. One-half hour per employee, to be taken between 11:00 a.m. and 12:30 p.m., in accordance with Article 33, Meal Period. (This time does not count towards the employee's required tour of duty time.)

h. OVERTIME. For a full-time employee under an AWS program who is exempt from the FLSA, overtime hours are all officially ordered and approved hours of work in excess of the employee's work schedule. For a full-time employee who is

covered by the FLSA (non-exempt), overtime hours also include any hours worked outside the work schedule that are "suffered or permitted."

i. PAID TIME OFF. Paid time off during an employee's basic work requirement must be charged to the appropriate leave category, excused absence, compensatory time off, credit time earned, or a time-off award.

j. TEMPORARY SCHEDULE CHANGES INITIATED BY THE EMPLOYEE. Employees not on the CWS may request a temporary deviation from scheduled start/end times in order to accommodate special situations or circumstances. Each request must be in writing and will be considered on a case-by-case basis, subject to approval by the employer, and must be made at least one day in advance of the requested change.

k. EMPLOYER DIRECTED VARIATIONS IN WORK SCHEDULE.

(1) Employer directed temporary changes to employee work schedules will be provided to the employee a minimum of one (1) pay period in advance of such required variation.

(2) When an employee is assigned to a temporary duty station which has a different work schedule (traditional or AWS), the employer may allow the employee to continue to use his work schedule (if suitable) or require the employee to change his schedule to conform to operations at the TDY site.

(3) The Employer may require the employee to follow a traditional schedule during pay periods in which the employee is in training, on jury duty, on military leave, or is on extended travel.

(4) The supervisor may, on an infrequent basis, direct a variation in employee pre-selected start/end times within the ABS, or a change in the employee's RDO, in order to accommodate completion of special projects/specific assignments, training, or attendance at meetings.

l. Plant CLOSURES AND EARLY DISMISSALS.

(1) **ABS.** Employees cannot be granted more than 8 hours of excused absence for any single workday.

(a) In cases in which the Plant is closed before the workday begins, 8 hours excused absence will be credited towards the employee's basic work requirement for that day.

(b) If an early dismissal occurs during an employee's tour of duty, excused absence will be credited

towards the remainder of the employee's basic work requirement for that day.

(2) **CWS.** Employees working under a CWS may not be granted excused absence in excess of 9 hours.

(a) In cases in which the Plant is closed before the workday begins, excused absence will be credited towards the employee's basic work requirement for that day.

(b) If an early dismissal occurs during an employee's tour of duty, excused absence will be credited towards the remainder of the employee's basic work requirement for that day.

m. "IN LIEU OF" HOLIDAYS.

(1) For full-time employees, when a holiday falls on the employee's non-workday, the prior workday is the "in lieu of" holiday. When a holiday falls on a Sunday non-workday, the subsequent workday shall be the employee's "in lieu of" holiday.

(2) When a holiday falls on a part-time employee's non-workday, the employee is not entitled to an "in lieu of" day for that holiday.

n. HOLIDAY PAY (When No Work Is Performed).

(1) **Non-CWS:** A maximum of 8 hours excused absence may be credited towards the basic work requirement on a holiday.

(2) **CWS:** Full-time employees who are relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday) by Federal statute or Executive order are entitled to their rate of basic pay for the number of hours of the compressed work schedule on that day.

o. PREMIUM PAY FOR HOLIDAY WORK.

(1) **Non-CWS:** Employees who perform non-overtime work on a holiday (or "in-lieu-of" holiday) are entitled to a maximum of 8 hours of premium pay.

(2) **CWS:** Employees who perform non-overtime work on a holiday (or "in lieu of" holiday) are entitled to premium pay for work performed within the employee's compressed work schedule for that day. Since CWS schedules are fixed schedules, employees must not be required to move their regularly scheduled days off to avoid payment of holiday premium pay or to reduce the number of holiday hours included in the basic work requirement.

p. EMPLOYEE SELECTION OF AWS OPTION.

(1) Employees may elect to participate in the AWS Program by submitting a completed AWS selection form to their supervisor at least 2 weeks in advance of implementation of the AWS Program at the Plant.

(2) Employees who subsequently wish to change their work schedule from CWS to the basic workweek or ABS shall submit a change request to their supervisor at least 2 weeks in advance of the desired schedule change.

(3) Following the implementation of the AWS, employees may elect to participate in the CWS twice per calendar year. Employees electing to make such a change may do so by submitting a completed AWS selection form to their supervisor at least 2 weeks in advance of the following dates: 1 January, or 1 July.

(4) Employees on the basic workweek or ABS may elect a change in starting times no more than two times in any calendar year. Employees must submit a completed AWS selection form to their supervisor at least 2 weeks in advance of the change.

(5) Employees who fail to select an AWS option will be presumed to have elected to remain on the basic workweek schedule as set forth at Section 1 of this article.

ARTICLE 28

Overtime

Section 1. Overtime is mission driven and will be utilized by the Employer to enhance production and to meet schedules. Equitable distribution of overtime is a desirable goal and it shall be SCAAP policy to distribute overtime as equitably as practical over the course of a fiscal year.

Section 2. When an employee is scheduled to work overtime, he is expected to be present on the scheduled day and time. Employee's reasons for no-shows will be taken into consideration. Those without legitimate explanations will be charged with having worked twice the number of hours as would have been worked.

Section 3. Management reserves the right to assign overtime as required, including calling employees to return to work as necessary. Employees required to return to work outside of and

unconnected with their basic work week shall be guaranteed a minimum of two (2) hours of pay.

Section 4. Overtime in conjunction with leave usage in the same pay period is permitted, but discouraged. The Employer has the right to deny leave in overtime situations where he finds the granting of leave would be counter productive to the mission. The use of annual leave will be a factor when scheduling overtime if there is a documented history of leave usage in conjunction with overtime.

Section 5. In the event of an emergency, if management cannot fill overtime requirements on a voluntary basis, it reserves the right to assign overtime as required. In a situation where the overtime requirements cannot be filled with volunteers, the Employer will assign overtime on an equitable basis to qualified employees.

Section 6. Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. The following guidelines pertain to such compensation for overtime work:

a. **FLSA Non-Exempt Employees:** The Employer will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Employer may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Employer will consider employee requests for compensatory time off in lieu of overtime pay.

b. **FLSA Exempt Employees above GS-10, Step 10:** For irregular or occasional overtime, the Employer may require such employees to accept compensatory time off in lieu of payment for overtime work performed. Such employees who are eligible for overtime pay may also request to take compensatory time in lieu of payment, and those requests will normally be granted, subject to mission requirements. The Employer may offer or consider employee requests for payment for overtime work performed.

ARTICLE 29

Leave

Section 1. Annual Leave.

a. Consistent with the Employer's need of the individual, annual leave, which is requested in advance, will normally be approved, subject to workload and/or mission requirements. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave in order that it will not be forfeited, and so that it causes the minimum impact to mission requirements. Authority for approving annual leave rests with the immediate supervisor. SCAAP employees are expected to request all annual leave in advance, including days before and after holidays.

b. In the event of unforeseen circumstances which require the use of unscheduled annual leave, approval may not be presumed by the employee. The employee is obliged to request leave from his immediate supervisor, or designee within two hours of the beginning of the work shift. The employee will explain the reason(s) for, and anticipated duration of, his absence. Employees may request unscheduled annual leave via phone call.

c. Subject to supervisory approval, employees are entitled to use their accumulated annual leave for vacation purposes and other personal reasons. The employee agrees that he will schedule annual leave for vacation purposes. The Employer may approve or deny requests for annual leave for vacation purposes within one week of receiving the request. In the event of a conflict among employees in scheduling vacation leave, the supervisor will, as equitably as possible, resolve the matter taking into account all relevant factors including past leave usage, mission requirements, service computation date, and use-or-lose status. Approved vacation leave will only be cancelled by the supervisor when a mission related situation requires an employee's services. Should this happen, as much advanced information and notice as possible will be provided to the involved employee(s). When the affected employee provides documented verification of non-refundable expenses associated with the previously approved vacation leave, the Employer will strive to make other arrangements to accomplish the mission.

Section 2. Sick Leave.

a. Employees shall accrue sick leave in accordance with the applicable laws and regulations.

b. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by a bona fide illness or injury, or in other circumstances as set forth in law and regulations, to include medical, dental or optical appointments or care of family members instances of communicable diseases as identified in the current regulations. Medical, dental, and optical examinations or treatment should be scheduled during non duty hours whenever possible. If it is necessary to schedule such appointments during work hours, the amount of sick leave granted will be limited to the duration of the examination and reasonable travel time to and from the appointment.

c. Each employee is obligated to request leave from his immediate supervisor within the first 2 hours of the workshift. (At his discretion, the supervisor may waive this requirement when circumstances beyond the control of the employee prevent him from calling in within the first 2 hours of his shift.) The employee will explain the reason for and anticipated duration of his absence. When informed of the employee's absence, the supervisor will evaluate the employee's circumstances, before deciding whether to approve or disapprove the request for sick leave. When an employee's incapacitation is so severe that it prevents him from personally requesting leave, a call from an immediate family member is acceptable. The employee shall request unscheduled sick leave within the first 2 hours of the beginning of his work shift.

d. The employee may provide verbal self-certification for absences of 3 workdays or less. The employee will be required to furnish a medical certificate or other administratively acceptable evidence for absences in excess of 3 consecutive workdays, or for a lesser period when the agency determines it is necessary. On a case by case basis, management may waive the requirements of this section for critically ill employees with documented medical conditions. Employees are required to furnish administratively acceptable evidence, which will be certified by the health care provider and will include the date of the visit, the expected duration of the incapacitation, the nature of the incapacitation, and the date on which the employee may return to duty. The medical certification will normally be presented to the employee's immediate supervisor upon return to duty. A note

that does not contain the above information will not be considered administratively acceptable evidence. Failure to furnish valid certification will result in denial of sick leave and possible disciplinary action.

e. At the time the absence extends beyond 10 workdays the employee will provide, from his physician, certification as outlined above and the specific restrictions and/or limitations that are preventing him from returning to duty. If an employee requires additional sick leave beyond the time specified in the original certification, he will be required to provide additional updated medical certification upon request. Where appropriate, the employee will cooperate with the Employer's attempts to determine the availability of light duty work by passing on information to his physician concerning such work.

f. Employees will submit advance requests for sick leave for doctor and dentist appointments, out patient treatments or tests and examinations, etc. Each supervisor will establish a call in chain of authority, including a telephone number for employees to report absences due to illness. Upon return to duty, the employee will submit the necessary form for approval.

Section 3. Advanced Sick Leave and Annual Leave.

a. The Employer agrees to consider requests for advanced sick or annual leave on a case-by-case basis.

b. The Employer may approve reasonable and legitimate requests for advanced sick leave in an amount not to exceed 30 days, for serious illness or disability, in accordance with applicable regulations. The requests will be made in writing and if disapproved, the employee will be given a reason for the denial.

Section 4. Family and Medical Leave.

a. Employees are entitled to the use of unpaid leave, or available paid leave, in accordance with the Family and Medical Leave Act of 1993 (FMLA) for the following purposes:

- (1) the birth of a son or daughter of the employee and the care of such son or daughter; or
- (2) the placement of a son or daughter with the employee for adoption or foster care; or

- (3) the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- (4) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

b. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

1. Regarding Sick Leave to care for a Family Member with a serious health condition. Employees are entitled to use sick leave to:

- (a) provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth; or
- (b) provide care for a family member as a result of medical, dental, or optical examination or treatment; or
- (c) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

"Family member" is defined under this provision as -

- i. spouse, and parents thereof;
- ii. children, including adopted children, and spouses thereof;
- iii. parents;
- iv. brothers and sisters, and spouses thereof; and
- v. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

2. Employees may refer to the Office of Personnel Management website under "Leave" for additional information Family-Friendly Leave Policies.

ARTICLE 30

Safety and Health

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal, state and local laws and regulations relating to the safety and health of its employees. All employees, supervisors and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer agrees to compile and maintain all records required by applicable laws and regulations.

Section 3. Upon request, copies of reports required by applicable laws and regulations dealing with the occupational safety and health for federal employees will be made available for review by the Union representative appointed to the Occupational Safety and Health Council, except as prohibited by law.

Section 4. The Employer shall provide timely maintenance of restroom facilities for all employees.

Section 5. The Employer will develop and maintain emergency evacuation procedures that include the special needs of severely handicapped employees.

Section 6. Employees will be provided specialized safety training as required and will be provided applicable safety rules and regulations, with which they will comply.

Section 7. Employees are permitted to dress in a casual manner that ensures a professional appearance while maintaining a safe, healthful, productive and positive work environment. The minimum casual dress requirements shall include Jeans (no shorts) and either a collared or button down shirt (no T-shirts). All safety regulations for areas and/or occupations that require certain clothing as a safety precaution shall continue to apply. While the general installation policy is

casual dress, management may determine that customer service or other similar situations demand more formal dress.

ARTICLE 31

Equal Employment Opportunity Program

Section 1. The Union and the Employer affirm their joint opposition to any discriminatory practices believing that the public interest requires the full utilization of the employees' skills and abilities without regard to consideration of race, color, national origin, sex (to include sexual harassment), age, religion, physical or mental handicap, or reprisal.

Section 2. In accordance with the Equal Employment Opportunity policy of the Department of the Army and the Employer, the Employer and the Union agree to cooperate and promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 3. Employees will discuss their Equal Employment Opportunity complaints with the Equal Employment Opportunity Counselor consistent with appropriate regulations and procedures. An employee is entitled to a representative of his own choosing throughout the complaint process, except that the representative may not be an Equal Employment Opportunity program official, nor any other official whose representation would conflict with their official or collateral duties. The Equal Employment Opportunity Counselor will attempt to informally resolve the matter giving rise to the complaint through impartial and objective means. The counselor is not a representative of either party to a complaint.

ARTICLE 32

Employee Assistance Program

Section 1. The Employer and the Union recognize that illnesses and disorders occur as a result of the abuse of alcohol and/or other chemical substances. The parties further recognize that these illnesses and disorders are treatable and

that it is in the best interest of the Employer and the employee to pursue a program of treatment. To this end, the Employer agrees to maintain a voluntary Employee Assistance Program (EAP) and to maintain the confidentiality of all participants.

Section 2. An employee may be referred to EAP by the Employer, the Union, or themselves. Employees must obtain supervisory approval prior to any work site absence while in a duty status. Employees are afforded duty time to visit the Employer's EAP office.

Section 3. The parties agree that employees should not be adversely impacted by voluntary participation in the EAP. However, it is recognized that employees are expected to maintain satisfactory levels of job performance and to conduct themselves in accordance with normal and acceptable standards of conduct. The EAP is designed to assist employees in fulfilling their obligations and not to provide immunity for performance or conduct that falls short of acceptable standards. When performance or conduct problems arise, the Employer normally considers active participation in the EAP as a mitigating factor in determining actions. However, the EAP manager will not notify management of an employee's participation in the program, unless the employee so requests.

ARTICLE 33

Duration of the Agreement

Section 1. In accordance with 5 USC 7114(c), this agreement will be submitted to Department of Defense (DoD) to determine compliance with applicable published laws, regulations, and policies. Where violation of laws, regulations, or published policies are found, DoD will advise SCAAP, of the specific violation and furnish the appropriate citation of law, regulation, policy, or decision of the Field Advisory Services. The Parties will meet and negotiate the required changes in the agreement.

Section 2. The Agreement will remain in effect for a period of three (3) years from its effective date and shall be automatically renewed for two (2) years unless either party notifies the other party in writing no more than ninety (90) days, nor less than sixty (60) days prior to its initial

expiration, or any expiration date thereafter, of its desire to renegotiate this Agreement.

Section 3. The termination date of the agreement shall be considered to be 11:59 p.m. on the day prior to the anniversary of the date identified by Section 2.

Section 4. Within 15 days of notification under Section 2, the parties will meet to negotiate official time for the Union to prepare and participate in ground rules negotiations. Within thirty (30) days of satisfactory conclusion of the official time negotiations, the parties will commence ground rules negotiations. Time frames included in this Section may be extended by mutual agreement.

Section 5. The contents of this Agreement may be renegotiated at any time during the life of the Agreement provided there is mutual consent as to the specific article(s) and/or section(s) to be renegotiated. The party requesting such renegotiation will submit a written request indicating the specific article(s) and/or section(s) in which changes are sought. Failure of either party to consent will be issued in writing within seven (7) days of the written request. The responding party, if agreeable to renegotiation will meet with the requesting party, within fourteen (14) days of the request, to negotiate official Union time for ground rules negotiations which will commence within thirty (30) days of the request.

Section 6. At any time in the life of the Agreement, either party may give the other party written notice of its desire to supplement the Agreement covering any matter properly subject to negotiation that has not been previously negotiated.

Section 7. Amendment of this Agreement may be required by changes in applicable laws or government-wide regulations of appropriate authority issued after the date of this Agreement. The Employer and Union agree to meet within ten (10) days of either party's request to negotiate such amendments as may be necessary.

Section 8. This agreement constitutes the full and complete Agreement of the parties, superceding any conflicting provisions of prior labor management agreements. No amendment, supplement, or modification of any of the terms of this Agreement shall be binding upon the parties unless such agreement is made and executed in writing.

Section 9. It is mutually understood and recognized that at times representatives of the Employer and the Union may reach a point during negotiations of an Agreement, amendments, and/or supplements where they are unable to obtain agreement, after good faith efforts to do so and despite diligent and serious exchange of information and views. Accordingly, when all local efforts to reach agreement on matters under negotiation have failed, the assistance of the Federal Mediation and Conciliation Service will be requested in accordance with their established procedures and the regulations of the Department of the Army. When a negotiation impasse remains unresolved despite the efforts of the Federal Mediation and Conciliation Services, the issues involved may be referred to the Federal Service Impasses Panel by either the Union or the Employer or both.