

NEGOTIATED AGREEMENT

ANAD Management & AFGE Local 1945

24 November 2009

Contents

PREAMBLE	2
ARTICLE 1: EMPLOYEE RIGHTS AND RESPONSIBILITIES	3
ARTICLE 2: EMPLOYER RIGHTS AND RESPONSIBILITIES	3
ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES	4
ARTICLE 4: DUES WITHHOLDING	7
ARTICLE 5: CONTRACTING OUT/OUTSOURCING	8
ARTICLE 6: HOURS OF WORK	9
ARTICLE 7: SHIFT OPERATIONS	10
ARTICLE 8: OVERTIME/HOLIDAY WORK	11
ARTICLE 9: LEAVE	13
ARTICLE 10: DETAILS AND VOLUNTARY REASSIGNMENTS	17
ARTICLE 11: MERIT PROMOTIONS	19
ARTICLE 12: EMPLOYEE RECORD FILE	20
ARTICLE 13: SAFETY AND HEALTH	20
ARTICLE 16: EMPLOYEE ASSISTANCE PROGRAM	25
ARTICLE 17: EQUAL EMPLOYMENT OPPORTUNITY	25
ARTICLE 18: PERFORMANCE EVALUATION	26
ARTICLE 19: REDUCTION IN FORCE	28
ARTICLE 20: DISCIPLINARY AND ADVERSE ACTION	28
ARTICLE 21: POSITION CLASSIFICATION AND JOB EVALUATION	32
ARTICLE 22: WAGE SURVEYS	33
ARTICLE 23: TRAINING AND EMPLOYEE DEVELOPMENT	34
ARTICLE 24: ENVIRONMENTAL DIFFERENTIAL PAY FOR WAGE GRADE EMPLOYEES	34
ARTICLE 25: GRIEVANCE PROCEDURE	35
ARTICLE 26: PARKING	39
ARTICLE 27: ARBITRATION	39
ARTICLE 28: DURATION OF AND CHANGES TO AGREEMENT	40

PREAMBLE

A. SCOPE: The terms and conditions of this Agreement apply to all appropriated fund employees of the Anniston Army Depot, except those excluded by law and as otherwise determined by the Federal Labor Relations Authority.

B. APPLICABLE LAW: The terms and conditions of this Agreement are subject to the Federal Service Labor Management Relations Statute (Statute), as it may be amended. In addition, the Parties agree to comply with all Department of Defense, Department of Army, and Anniston Army Depot Regulations that affect matters within the scope of

bargaining in effect as of the effective date of this Agreement unless supplemented by or otherwise set forth in this document.

C. SHARED VALUES: The Parties acknowledge that the unique missions assigned to Anniston Army Depot, the superiority of its facilities, and the expertise of its employees present particular challenges to labor and Management in the changing budgetary, political, and industrial environment. The Parties are committed to retaining the Depot's status as a Center for Technical Excellence in all missions assigned to the Depot, and they agree to take all necessary actions to support the Depot. In order to secure the survival and success of Anniston Army Depot, the following shared values shall be used in interpreting and applying the terms and conditions of this Agreement:

(1) Issues and disputes should be resolved at the lowest possible level. For the purpose, however, of discussing questions concerning the general administration and/or interpretation of this Agreement, and/or regulations, and/or other matters involving the overall relations between the Parties, the normal point of contact between the Union and the Employer shall be the respective Chief Negotiators or their designee.

(2) The Parties agree that procedures, policies, and dispute resolution shall be crafted to establish long-term internal and external relationships which foster communication, promote customer satisfaction, recognize success, and eliminate barriers to continuous process improvement and communication. Both Parties recognize their relationship must be built on mutual trust, respect, and commitment to the Depot mission.

(3) The Employer and the Union recognize and agree that accomplishment of missions assigned to Anniston Army Depot and the production necessary to fulfill such missions will be a major consideration in all transactions which may take place between the Employer and the Union in their day-to-day associations. It is further recognized by both Parties that the efficiency by which the Depot performs its mission determines whether it maintains its competitive posture in relation to securing future missions and workloads.

(4) Employees are our most valuable resource. Both Management and Union are committed to the success of the Depot's mission and the employees who carry it out. Their input will be provided through their exclusive representative on matters affecting terms and conditions of their employment. The Employer and the Union agree that all procedures established by the provisions of this agreement shall be applied fairly and equitably to all employees of the bargaining unit.

ARTICLE 1: EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. All employees retain the rights afforded them by the Statute, including the right to freely form, join, or assist the Union or refrain from such activity. The right to assist the Union extends to participation in the Union or to act in the capacity of a Union representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress or other appropriate authorities.

SECTION 2. If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right, unless there is a pressing operational need. If permission is denied, the supervisor will inform the employee of the reason for the denial and of when the employee can be released for this purpose.

SECTION 3. An employee has the right to Union representation at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee in the unit by a representative of the Agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

SECTION 4. An employee has the right to report unsafe working conditions to the Employer.

SECTION 5. An employee has the right to receive the proper pay at the proper time, and the Employer will make every effort to ensure the employee receives their proper pay.

ARTICLE 2: EMPLOYER RIGHTS AND RESPONSIBILITIES

SECTION 1. The Employer retains the rights afforded it under the Statute.

SECTION 2. The Employer has the following Management rights under 5 USC Section 7106:

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Management official of any agency -

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws –

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

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

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating-

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which Management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials.

ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. The Union is the exclusive representative of all the employees in the bargaining unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

SECTION 2. The Union shall be given the opportunity to be represented at any formal discussion between the Employer or the Employer's representatives and one or more employees in the bargaining unit or their representatives concerning grievances or conditions of employment. The Union's right to be present does not extend to informal discussions between an employee and a representative of the Employer, or to any meetings involving Management exercising their rights. The Union shall be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee and the employee requests representation.

SECTION 3. The Employer agrees to recognize the elected officers, duly designated representatives and shop stewards authorized by the Union. The Union shall supply the Employer, in writing and on a current basis, a list of officers, representatives, the chief stewards and shop stewards, and the area for which they are designated.

SECTION 4. Union stewards, officers, and representatives are authorized a reasonable length of time during work hours, without charge to leave, to perform representational duties relating to complaints, grievances, appeals, or other matters, as authorized in this agreement, P.L. 95-454, or Agency regulations. The only Union official authorized 100% official time is the Union President. In all other cases, the amount of time authorized will be determined by balancing the effective conduct of the Depot's business with the rights of employees to be represented in matters relating to their employment. A record of work time utilized by stewards, officers, and representatives performing duties described above will be maintained by the appropriate immediate supervisor.

SECTION 5. Stewards, officers, and representatives will always obtain approval from their supervisor, or their designated representative, before leaving the job to perform representational or other Union duties. Information will be furnished to the supervisor as to where the steward, officer, or representative will be located; the name of the supervisor, if known, in the area where the duties will be performed; and the approximate period of time the steward, officer, or representative will be absent from the job. If the steward, officer, or representative is unable to return to the job within the approximate period of time for which approval was granted, the immediate supervisor will be notified by telephone of the delay and approval will be obtained to further remain away from the job for a specified period of time.

SECTION 6. The supervisor will grant the steward, officer, or representative permission to leave the job for reasons stated above unless there are compelling reasons to remain on the job. In cases where the supervisor is unable to release the steward, officer, or representative at the time requested, information as to the time when the Union officer, steward, or representative may leave the job will be furnished.

SECTION 7. Except under emergency circumstances, it is agreed that the elected officers of the Union shall be assigned to and shall remain on the day shift during their term of office. The Employer agrees that no steward or officer of the Union shall be involuntarily transferred from one work shift and/ or shop to another without prior consultation with the Union.

SECTION 8. Stewards or officers shall not use their offices for matters outside the scope of this Agreement.

SECTION 9. Solicitation of membership or dues, and other internal business of the Union, shall be conducted during the non-duty hours of the employees concerned.

SECTION 10. The Union will be provided pertinent official time records and, at least quarterly, the Union President will meet with designated Management representatives to discuss official time usage. Both Parties agree that only "reasonable" time is appropriate and that every effort will be made to minimize time away from the job.

SECTION 11. The Employer agrees that the Union may designate employee members as representatives elected or appointed to a Union office or as a delegate to any Union activity necessitating a leave of absence and, upon written notification to the Employer

by the Union, such an employee shall be granted annual leave or leave without pay whenever possible consistent with workload and manpower requirements and if such leave is in the best interest of the Employer. When the absence of the employee is incident to his/her receiving information, briefing and orientation relating to matters within the scope of Public Law 95-454, and of mutual concern to the Employer and the employee in his/her capacity as a Union representative, he/ she will be granted administrative (excused) leave to the extent authorized by applicable regulations.

SECTION 12. The Employer agrees that one bargaining unit employee who is elected or selected for a full time AFGE position will be granted leave without pay for a period not to exceed one year. After that year, extensions may be granted on a year-to-year basis depending on mission impact. At the end of the AFGE tenure, the bargaining unit employee will be returned to a position equivalent to the position held at the time of election or selection by AFGE.

SECTION 13. The Employer and the Union agree that the following facilities and services will be provided:

a. Office space will be provided to the Union for the purpose of conducting representational duties in accordance with Public Law 95-454. On-depot and local exchange phone service for representational purposes will be provided. A laptop computer will be provided to the Union President for use in conducting official representational purposes. The Employer will provide suitable space for meetings during duty hours. In addition, suitable private space for consultation with bargaining unit members will be provided upon request to the appropriate supervisor. Janitorial service and utilities will be provided by the Employer, and the Union agrees to exercise reasonable care in utilizing facilities and property entrusted to it.

b. The Union will be provided appropriate records (e.g., promotion announcements, organizational charts, personnel action reports).

c. The Union will be provided bulletin board space in areas normally used for communicating with employees.

d. The Union will be provided designated parking spaces as mutually agreed with Management.

SECTION 14. Firefighters, Security/ Police Officers, and Emergency Personnel. The Parties agree, to the extent working conditions of firefighters, emergency personnel, security /police officers and all other employees of the Directorate of Emergency Services or its successor are different than other members of the bargaining unit, these working conditions will be as agreed to by the Parties in the Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs) issued by Anniston Army Depot (ANAD, Depot) pertaining to firefighters, emergency personnel, and security/police officers. The Parties acknowledge that any changes to the SOPs and SOGs will be bargained as required by law.

ARTICLE 4: DUES WITHHOLDING

SECTION 1. Union dues shall be deducted by the Employer from an employee's pay each bi-weekly pay period when the following conditions are met:

- a. The employee has voluntarily authorized such a deduction by executing Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues.
- b. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- c. Section "A" of the allotment form has been completed and signed by the President or the Financial Secretary-Treasurer of the Union, and the form has been received by the servicing payroll office.

SECTION 2. The Union shall be responsible for ensuring that the allotment form is purchased and made available to eligible members and shall ensure that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

SECTION 3. Deductions shall begin with the first pay period which commences after receipt of the completed allotment form by the servicing payroll office.

SECTION 4. The Union will establish the levels of dues deductions and notify the servicing payroll office in writing of the amount of each level. If the amounts of dues are changed by the Union, the Employer will be notified in writing by the Union of the new rates and effective date. The new amount will be withheld effective with the pay period following the pay period during which the notice is received by the servicing payroll office, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months. The amount of dues withheld will be transmitted by the Defense Finance and Accounting Service (DFAS) by check to Local 1945, American Federation of Government Employees, following each bi-weekly pay period.

SECTION 5. An employee may initiate action to revoke his/her authorization of Union dues at any time by completing SF 1188. The SF 1188 will be obtained from either the Union Office or the ANAD Civilian Personnel Advisory Center (CPAC). The servicing payroll office will effect such a revocation the first full pay period following the first anniversary date of an employee's authorization of dues withholding, or at the beginning of the first full pay period after 1 September, if the employee fails to revoke on his/her first anniversary.

SECTION 6. An employee's voluntary allotment for the deduction of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Movement of an employee due to promotion, reassignment, or demotion to a position not included in the unit.
- c. Separation of an employee for any reason.
- d. The employee is suspended or expelled from membership in the Union.

SECTION 7. The Union agrees to notify the Labor Relations Specialist, in writing, when an employee with a current authorization for deduction of Union dues is suspended or expelled.

ARTICLE 5: CONTRACTING OUT/OUTSOURCING

SECTION 1. When the Employer anticipates contracting out work performed by unit employees, the Union will be notified prior to the invitation for bids/request for proposals and at the earliest possible date. The notice will include relevant and pertinent data and information as requested by the Union, to include schedules or milestone charts, the invitation for bids or request for proposals, and the performance work statement.

SECTION 2. The decision by the Employer to contract out work presently being performed by unit employees and the procedures used will be made in accordance with Office of Management and Budget Circular A-76 and applicable rules and regulations; however, nothing in this Section is grievable under the Parties' negotiated grievance procedure.

SECTION 3. If Management exercises its right to contract out, the Employer will strive to minimize the adverse effects on employees. Such efforts may include retraining, reassignment, restricting recruitment, meeting ceiling limitations through attrition, and terminating limited appointments in accordance with appropriate regulations

ARTICLE 6: HOURS OF WORK

SECTION 1. Compressed Work Schedule.

- a. The work schedule shall be a compressed 5-4-9 schedule in accordance with (IAW) Anniston Army Depot Regulation (ANADR) 690-24. Management reserves the right to make changes to ANADR 690-24. Management will provide the Union notice and an opportunity to bargain prior to the change.

b. The Parties agree that based on the current overtime workload, 4-10 compressed work schedules are not appropriate at this time. The Parties agree to defer bargaining over 4 -10 compressed work schedules until March 2010. At that time, at the request of either Party, negotiations will begin on a 4-10 compressed work schedule for employees covered by this Agreement. Such work schedule will be implemented no earlier than October 1, 2010.

c. Management retains its right to terminate compressed work schedules IAW 5 USC Section 6131(b), the Federal Employees Flexible and Compressed Work Schedule Act.

SECTION 2. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the work day. In the same manner, a reasonable amount of time will be allowed for employees for the storage, cleanup, and protection of Government property.

SECTION 3. The Employer shall schedule employees' tours of duty not less than 7 days in advance, except where it is determined that the Agency would be seriously handicapped in carrying out its functions, or that costs would be substantially increased. The Depot Commander, or his/her designated representative, may make exceptions to this requirement when unusual circumstances preclude compliance. Employees' tours of duty will, whenever possible, be consistent throughout an organization or work location. The Union will be notified when Management intends to significantly deviate from employees' tours of duty and be granted an opportunity, consistent with law, to bargain.

SECTION 4. Whenever possible, two consecutive days off will be provided in each administrative work week. As a minimum, one regular day off, preferable Sunday, will be provided, if possible. The Employer agrees to avoid temporary changes of employees' regular shift hours to the maximum extent possible; will give the maximum possible notice to affected employees before making such changes; and will make a reasonable effort to effect shift changes on the first day of the affected employees' basic tour of duty.

SECTION 5. Where staggered days off are in effect, equally qualified employees on the same shift shall have the right to reasonable exchange of work days, provided the days exchanged do not cause the obligation of overtime; both employees agree to the exchange and can perform the work satisfactorily; and prior approval is obtained from the appropriate supervisor. The request for exchange of days off will be made 24 hours prior to the day requested on the form used for changes of tour of duty.

SECTION 6. No employee shall be required to perform assigned duties prior to the beginning of the employee's assigned tour of duty without compensation.

ARTICLE 7: SHIFT OPERATIONS

SECTION 1. When the Employer determines it is essential to move employees from one continuous fixed shift to another, the selection of the employees to be moved will be based primarily on the employees having the required skills to accomplish the job.

a. When a vacancy occurs on a specific fixed shift, primary consideration will be given to qualified employees on other shifts within the organizational element(s) concerned who desire that particular shift. Employees who are interested in a voluntary transfer to a different shift will place their name on a volunteer roster maintained at division level. Employees who are equally qualified for the position on the different shift will be chosen based on Service Computation Date (SCD). Transfer of employees, unless for hardship or where Management needs exist, will not be permitted more than twice in a twelve-month period.

b. If shift transfer is required contrary to employee preferences, the senior in the organizational element(s) concerned from the standpoint of SCD will be given primary consideration if this method will result in a balanced and qualified workforce on all shifts. Where deviation from a volunteer roster or SCD method is required because of lack of skills, the deviation will be explained to the appropriate Union Steward. The Employer will arrange a mutually acceptable schedule, within operational needs, for the period of time required for employees participating in off-duty educational and cross-training programs as a part of their established career plans. The Employer retains the right to place employees on selected shifts for a reasonable length of time for training and orientation.

SECTION 2. An employee has the right to request a shift change based on a personal or family problem that is causing an undue hardship, upon written request and supporting documentation setting forth the reasons why special consideration is warranted. If approved, the employee will be assigned to a different shift for a sufficient amount of time for the purpose of resolving the problem. This right applies to employees involuntarily selected for change of shift and employees on existing shifts.

SECTION 3. Minor deviations from the basic shifts for purpose of staggering traffic are not considered different shifts.

SECTION 4. Where three eight-hour shifts are in operation and an overlapping of shifts to permit time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as time worked. Where the on-the-job lunch period is in effect, employees must spend the time in close proximity of their work stations in order to respond as the situation may require.

ARTICLE 8: OVERTIME/HOLIDAY WORK

SECTION 1. First consideration for overtime and holiday work will be given to employees currently assigned to the job. Second consideration will be given to other employees who have the required skills to do the job. Overtime and holiday work will not be assigned as a reward or penalty, but solely in accordance with actual needs.

Assignment of overtime shall be IAW ANADR 6 16- 1. If the employee who would be considered currently assigned to a particular job is detailed out or on leave for the entire work week, Management will give first consideration to the employee who is assigned as a fill-in for the person who would otherwise be considered currently assigned to the job.

SECTION 2. Necessary pertinent information concerning overtime and holiday hours worked will be made available, when requested, to employees and/or the Union to aid in resolving specific complaints concerning overtime distribution.

SECTION 3. When employees are needed for overtime as defined in ANADR 616- 1, the supervisor, when appropriate, will seek volunteers for the overtime. Qualified volunteers will be selected based on SCD. If there are not enough volunteers requesting overtime to fulfill the overtime requirement, then overtime will be assigned based on an inverse service computation date basis to qualified employees. Once an employee has been selected as a result of volunteering or inverse seniority, that selection is considered Management-directed overtime. Unless the employee is otherwise excused by the supervisor, the employee will be expected to perform the overtime.

a. Management will require each supervisor with bargaining unit employees to maintain a roster for overtime. The roster will include the employee's name, the date overtime was offered, and whether overtime was accepted, refused, or was directed. This roster shall be readily available for reasonable inspection by the Union.

b. In circumstances where the Union believes there is abuse of the assignment of overtime, it will notify Management in writing of the specific instance of the believed abuse.

SECTION 4. The Employer will notify those employees who are required for overtime or holiday work assignments as far in advance as possible, and prior to the end of their shift on the preceding day, if possible. An employee has the right to request release from an overtime assignment based on illness, emergency, bereavement or significant personal issue. On a case by case basis, supervisors will determine, based on mission needs, whether the employee can be released from overtime.

SECTION 5. If an employee is not more than 30 minutes late in reporting for an overtime or holiday work assignment that is not being worked at the end/beginning of a normal shift, he / she normally will not be denied the remainder of the shift, provided a need for his/her services still exists. It is further agreed and understood that if an employee who has been assigned overtime or holiday work cannot report for the assignment due to illness or emergency, such employee shall notify the appropriate available supervisor. However, the Employer agrees to give consideration to an employee who, because of special unique circumstances, is unable to meet these requirements. In this connection, all employees shall be informed as to the proper procedure to use for notification of absence.

SECTION 6. If an employee, at their request, is relieved from an overtime or holiday assignment, normally, such employee shall not be offered overtime or holiday work again until his /her name is again reached on the overtime or holiday roster.

SECTION 7. Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work shall receive at least two hours overtime or holiday pay, including any shift differential and/ or additional pay to which he/she is entitled, in accordance with applicable pay regulations. When his/her services are no longer required, the employee will be promptly excused.

SECTION 8. Employees who are required to work overtime or holiday work in excess of four hours in their work shift, or overtime or holiday work in excess of four hours which was not anticipated to exceed four hours, shall be given a lunch period in accordance with applicable statutes and regulations. When an employee works in excess of four hours beyond their normal work day and food is not available at the jobsite, the Employer shall furnish government transportation, if available, to obtain food, at the expense of the employee, from the nearest available source. If an employee works 2 or more hours beyond their regular shift, the employee is entitled to a break not to exceed 15 minutes. The duration and timing of the break will be determined by the supervisor, who shall consult with the appropriate Union representative.

SECTION 9. When employees are given prior notification to report for overtime or holiday work at the regularly scheduled starting time on a non-scheduled work day, and after reporting the Employer determines the employees' services cannot be utilized for the entire shift, the Employer agrees to consider the assignment of such employees to other authorized overtime or holiday work in accordance with their job classification and qualifications.

SECTION 10. An employee who is on previously approved leave for the entire last day of the work week will notify their supervisor by noon of that day if they are available for overtime and to find out if overtime is still available. In circumstances where an employee calls in to request leave on the last day of the work week, they will notify Management as to their availability for overtime. In circumstances where an employee has requested leave the day that overtime is to be worked by the employee, the employee will notify Management whether the employee intends to work the overtime. The use of approved leave shall not be a consideration in the assignment of overtime for any employee unless his/her absence created the need for the overtime, or the employee repeatedly used unscheduled annual leave in a period during which overtime is regularly worked.

a. If an employee is qualified to perform overtime work but is detailed out to a different work center or is on leave for the entire work week and there is overtime work available, the fill-in for that employee has first consideration to the overtime. An employee on detail or leave for the entire week may be considered for overtime work in their normally assigned work center, if there is available work and the supervisor can use that employee.

b. If any employee wishes to be considered for overtime and the employee is detailed or on leave for the entire work week, that employee must notify Management at the latest by noon on the day before the overtime is to be worked to verify the overtime is available, and that they are available. Under those circumstances the supervisor may put that employee to work, provided that the overtime work is still available.

SECTION 11. Holiday assignments may be changed by mutual consent of all Parties involved. Special attention shall be given to equitable rotation of primary holidays, such as Thanksgiving Day, Christmas Day, and New Year's Day. When an employee who is assigned to work a holiday wishes to switch this assignment with another employee, the switch in assignments must be approved by the employees' supervisor.

SECTION 12. When periods of continuous and extensive overtime are required to support mission requirements, such as a surge to support a war effort, Management will consider actions to mitigate the adverse impact to employees. Adverse impact may include quality of life, fatigue, personal and health reasons.

ARTICLE 9: LEAVE

SECTION 1. Employees will earn leave in accordance with applicable laws and regulations, and leave will be granted in accordance with applicable laws and regulations, and as set forth in this Article. Employees will comply with all applicable leave requesting procedures, including the guidance for requesting leave in accordance with the Family and Medical Leave Act. Leave will be administered in 15 minute increments IAW regulations.

SECTION 2. Sick Leave.

a. Employees shall earn sick leave in accordance with applicable Statutes and regulations. The Union recognizes the importance of sick leave and the obligation of the employees - as well as the advantages to them - to utilize it only when incapacitated for the performance of duty by sickness or injury, or for other reasons, as provided by leave regulations. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave and to support the depot's sick leave program.

b. Sick leave, if accrued, must be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by leave regulations. Employees not reporting for work for reasons as stated above shall furnish notice to the Employer by telephone or other means as soon as possible, but normally not later than two hours after the beginning of their scheduled work shift. Employees who occupy positions such as providing security, fire protection, utilities services, safety services, or medical services may be required to notify the office of their supervisor or his/her designated representative of their need for emergency sick leave at least one hour prior to shift changes. However, the Employer agrees to give

consideration to an employee who, because of special or unique circumstances, is unable to meet these requirements.

c. An employee may be granted sick leave when supported by administratively acceptable evidence. Administratively acceptable evidence includes an oral statement by an employee of the need for sick leave. Regardless of the duration of the absence, the Employer may consider an employee's certification as to the reason for his/her absence as administratively acceptable evidence. This self-certification may be oral or in writing when requested by the employee's supervisor.

d. For an absence in excess of 3 workdays, normally the employee will be required to furnish a medical certificate to support an application for sick leave. The Employer may also require medical certificates for periods of less than 3 work days when determined necessary by the employer. Some examples of reasons why the Employer would determine it necessary to require a medical certificate for absences for less than 3 days would include: suspected sick leave abuse, contagious diseases, and hospitalization or the impact of outpatient treatment on an employee's ability to return to work.

e. In individual cases not documented by acceptable evidence, a medical certificate may be required for any amount of sick leave where there is reason to believe the employee is abusing sick leave. In such cases the supervisor will notify the employee that the employee is suspected of sick leave abuse. The supervisor will consider referring the employee for leave abuse counseling through the Depot Employee Assistance Program. After discussing the suspected abuse with the employee, the supervisor, at the supervisor's discretion, may give the employee a period of time, determined by the supervisor, to improve the sick leave usage by the employee, or the supervisor may advise the employee in writing that because of a questionable sick leave record, a medical certificate is being required for each subsequent absence of sick leave.

f. The Employer agrees that when an employee has been seen by the Depot Medical Officer or designee, and the medical officer recommends the employee either go home or see the employee's personal physician, the employee may request sick leave from his/her supervisor for the remainder of that day. In most cases, a supervisor will consider a clinic pass as administratively acceptable evidence of the need for sick leave for that day. In cases where an employee is required to submit a medical certificate for each absence which is claimed as due to illness, such certificate will be furnished for periods of absence subsequent to the day the employee is sent home from the Depot.

g. Sick leave, if accrued, shall also be granted for medical, dental, or optical examination or treatment or for securing diagnostic examinations or x-rays. Sick leave for these purposes shall be requested as far in advance as possible and the amount requested shall be limited to that amount which is reasonable for the specified request.

h. Management is permitted to advance unearned sick leave to eligible employees in cases of serious illness or disability upon their request, not exceeding 240 hours, in

accordance with applicable regulations, provided the requesting employee shall furnish reasonable evidence the employee will be returning to work on a permanent basis.

SECTION 3. Annual Leave.

a. Employees shall earn annual leave in accordance with applicable laws and regulations. Approval of an employee's request for annual leave may be granted by the immediate supervisor, and shall be subject to workload requirements and the employee giving the supervisor reasonable advance notice. When workload requirements permit, annual leave may be granted freely for personal reasons. Annual leave may be granted for *bona fide* emergency purposes subject to time requirements in Section 2b, this Article, above.

b. When the Employer finds it necessary either to cancel previously approved annual leave or to deny a request for annual leave, the reasons for such action will be furnished to the affected employee upon request. Disapproval of annual leave will be based upon work-related factors. Special consideration shall be given to employees that furnish sufficient proof that deposits for accommodations may be lost as a result of the cancellation of the leave, and that deposits were obligated prior to the notice of the cancellation of the leave.

c. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes will be discussed with the new supervisor, and approved if possible. The employee is responsible for initiating this discussion and the discussion should take place as soon as possible after transfer.

d. During the month of July, the supervisor may review annual leave balances and advise employees with excessive unscheduled annual leave balances to schedule excess leave in order to avoid forfeiture or arbitrary scheduling of such leave. The Employer may consider granting leave that may be forfeited.

e. Upon written request by the employee and reasonable justification to the Employer, annual leave which will be earned during the balance of the leave year may be advanced to the employee's leave account. Amount advanced may never exceed that which would be accrued prior to an anticipated retirement or separation.

f. All supervisors shall make reasonable efforts to ensure that all employees are given the opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared.

g. Any employee applying for leave on a workday which occurs on a recognized religious holiday associated with the religious faith of the employee will be granted such leave, provided work requirements permit.

h. An employee may be granted necessary annual leave or sick leave, if available, or leave without pay, to attend the funeral in case of a death in the immediate family. In

cases where the individual is needed to settle the estate, or perform other necessary activities in connection with the death, the granting of additional annual leave or leave without pay will be considered on an individual basis. For purposes of this Section, the immediate family is defined as parents of the employee, parents of spouse, spouse, brothers or sisters, and children. It is Management's position that for compassionate reasons, employees should be allowed to attend the funeral for a member of their immediate family.

i. Employees earning 13 days annual leave per year normally will not be required to schedule more than 8 days at the beginning of the calendar year. Employees earning 20 days annual leave per year normally will not be required to schedule more than 14 days at the beginning of the leave year. Employees earning 26 days annual leave per year normally will not be required to schedule more than 15 days at the beginning of the leave year.

j. The Employer will announce any planned shutdown or reduction in operation to employees as far in advance as practicable. During any period of shutdown or reduced operations, Management will consider providing work for employees who have less than 12 months continuous service who do not desire to take annual leave or have not accrued sufficient annual leave for this purpose. Management will consider, for those employees with more than 12 months and less than three years continuous service that do not have sufficient annual leave due to having used annual leave for documented circumstances beyond their control, providing the opportunity to work the number of hours so used and necessary to avoid being placed in leave without pay status. Requests for such work opportunity shall be submitted to Management for approval normally no later than 15 workdays prior to the shutdown. Employees under restrictions for leave abuse shall have their entire leave record considered in determining approval of a work opportunity request. Career and career-conditional employees without sufficient accrued leave and for whom work cannot be provided will be granted advance annual leave to the extent permitted by applicable regulations.

SECTION 4. Leaves of Absence.

a. Subject to mission and workload requirements, employees may be granted leaves of absence without pay, in accordance with applicable laws and regulations, when the absence will serve the best interest of the government. Granting or denying leave without pay will be at the discretion of the supervisor, or the appropriate Management official, depending upon the length of the leave without pay requested.

b. The Employer recognizes the obligation to provide employment within the grade the employee held at the time of his/her request for leave, or at any changed grade through reduction in force action or reclassification of the position, and in the current pay status of such grade at the time the employee returns to work.

ARTICLE 10: DETAILS AND VOLUNTARY REASSIGNMENTS

SECTION 1. Definitions.

a. The term "detail" as used in this Article is defined as the temporary assignment of an employee to a different position or set of duties for a specified period of time where there is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay. Excluded from this definition are employees who continue to carry out the duties of the position to which permanently assigned and who also perform some of the duties of another position for a limited time (e.g., while the other position is vacant, or the incumbent is on leave).

b. The term "voluntary reassignment" as used in this Article is defined as a change in position resulting from an employee's request for or with the employee's consent to such change. Employees who desire a voluntary reassignment for positions for which a vacancy announcement has been issued must respond to the vacancy announcement for the position to which they wish to be assigned, by complying with the vacancy announcement requirements.

SECTION 2. Duration of Details.

a. Initial details and extensions will be made in increments of no more than 120 days.

b. Noncompetitive details to unclassified duties and to same or lower grade positions are permitted for up to one year in 120 day increments.

c. Noncompetitive details of up to 120 days are permitted to established positions at higher grade or to positions with known promotion potential (targeted to a higher grade). Details for more than 120 days must be made under competitive procedures and are limited to one year. These requirements will not be circumvented by a series of short term temporary assignments.

SECTION 3. The Employer may detail employees for any legitimate Management purpose. Examples of such purposes include use of details to handle unexpected workload, to fill in during another employee's absence, or pending position classification or security clearance determination.

SECTION 4. Temporary promotions will be made in lieu of detail if assignment to a higher graded position is to be made on a temporary basis in excess of 30 days, if the employee is fully qualified, and the temporary promotion does not exceed the time limits set by law or regulation.

SECTION 5. Supervisors at all levels are responsible for controlling the use and duration of details to ensure that employees are utilized for maximum mission accomplishment, that details are of minimum duration, and that they do not compromise the competitive principles of the Merit System or the rights of employees. Supervisors and employees will observe the following procedures with regard to details:

a. No documentation is required to detail an employee to another job in the same grade and series with no change in major duties. These details (without an RPA action) will be handled, for Labor & Production purposes, as a borrow/loan action. If the detail exceeds 30 calendar days, both the assigned and the detailed work center supervisors can agree to place the T&A responsibility with the detailed work center supervisor. To accomplish this, the assigned/losing supervisor must complete SIOAN Form 37- 11 to move the employee's time and attendance in the Automated Time and Attendance Production System (ATAAPS). Instructions are printed on the reverse of the form.

b. Supervisors are still required to submit an RPA action to document details in excess of 30 calendar days to positions with a different grade and/ or series, or a change in major duties at the same grade and series.

c. Employees may submit an Optional Form (OF) 612 to update their Official Personnel File (OPF), to reflect any experience gained as a result of any detail or loan/borrow situation.

d. Any employee detailed with a RPA action to a position in excess of 30 calendar days shall be given a copy of the RPA. The employee also will be given a copy of the job description upon their request, if detailed to a classified position; or if detailed to an unclassified position, a written statement of duties will be placed on the RPA.

e. The Employer will rotate details in reverse seniority (SCD) so that each available employee in the work unit will be detailed once before other employees in that particular unit are detailed twice, regardless of the length of the detail, based on the following factors: (1) workload requirements, (2) qualifications and skills of employees in light of the required work to be performed, and (3) volunteers for the detail. The rotation roster will be maintained by the supervisor and will be made readily available to the Union upon request. When a RPA is required for a detail, the Employer will notify the employee selected for the detail as far in advance as possible, preferably 24 hours. In all cases, however, the Employer will notify the employee selected for the detail as far in advance as possible and prior to the end of the shift on the preceding day if possible.

f. The Employer agrees to furnish the Union a list of employees who are on detail documented by a RPA action on a monthly basis.

SECTION 6. The Employer agrees that it shall not detail to a higher graded position rather than temporarily promote solely for the purpose of avoiding paying a higher rate of pay. While it is primarily the responsibility of supervision to ensure that details are properly documented, monitored, and comply with the Agreement, employees must take personal responsibility to minimize contract violations and the adverse effects of such. Accordingly, the following provisions have been agreed to by the Parties and will apply in cases involving these allegations. Employees covered by this collective bargaining agreement shall be paid for performing higher level duties IAW regulation and law.

a. An employee (or his/her Union official) must notify Management within 30 calendar days when he/she knows or reasonably should have known that he/she is performing higher graded duties without proper documentation.

b. If an employee (or his/her Union official) complies with the above requirement, the provisions of this Agreement and applicable law will apply to any claim for back pay. If back pay is appropriate under the Agreement and applicable law, such back pay will be limited to that amount of entitlement that legally accrues from the date the employee complies with Section 6a, above. If Management or outside authority determines the employee is entitled to payment for higher level work, the employee shall be paid.

SECTION 7. Employees seeking voluntary reassignments shall be entitled to prompt and fair consideration of their requests within the constraints of the merit system principles.

ARTICLE 11: MERIT PROMOTIONS

SECTION 1. The purpose and intent of this Article are to ensure that Merit Promotion principals are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria.

SECTION 2. Actions, both competitive and non-competitive, will be accomplished IAW 5 CFR Section 335.103 and ANADR 690-3.

SECTION 3. The Union has the right to request, as to a specific promotion action, whether special consideration was granted to the selectee for a position. The request will be made to the appropriate ANAD CPAC Specialist. Such a request will be responded to within 2 days of receipt of the request.

SECTION 4. Vacancy announcements will be open a minimum of 7 calendar days. The open period can be reduced or increased by mutual agreement of Union and Management.

SECTION 5. Merit promotions shall be done IAW ANADR 690-3.

ARTICLE 12: EMPLOYEE RECORD FILE

SECTION 1. An Employee Record File is provided for use by supervisors for recording personnel actions, training, and qualifications; for noting commendations and reprimands; and other matters pertinent to their personnel Management responsibilities, such as discussions with employees on performance or attendance, written notice for medical certificate for any amount of sick leave, etc. Derogatory data (including but not limited to counseling, letters of warning, letters of leave instruction) that is non-

permanent in nature will be annotated by use of an attachment to the Employee Record File (ERF).

SECTION 2. The employee concerned will be informed prior to placement of derogatory data in the ERF. The supervisor and employee will initial any annotation of derogatory information. The employee will either initial or indicate disagreement on the document.

SECTION 3. The employee will be permitted to review his/her Employee Record File at reasonable times, upon request to the supervisor.

SECTION 4. The immediate supervisor and employee will review the Employee Record File at the time of the annual performance evaluation, to update or correct the Employee Record File and remove attachments if appropriate. If the supervisor determines that the condition which caused the attachment has been corrected, the supervisor will remove the attachment and provide it to the employee. If it has not, the attachment will remain.

ARTICLE 13: SAFETY AND HEALTH

SECTION 1. The Employer shall make reasonable efforts to furnish employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to employees, or serious damage to equipment. The Employer shall make reasonable efforts to comply with Occupational Safety and Health Act (OSHA) standards promulgated under the Act, as amended. The Union agrees that employees shall comply with OSHA standards, as amended, which are applicable to the employees' own actions and conduct.

SECTION 2. The Employer agrees, as a minimum, to furnish ambulance service, medical first aid supplies, and personnel adequately trained in first aid for all shifts.

SECTION 3. In circumstances where an employee is required to work in areas where conditions exist that are unsafe or detrimental to health, the Employer, subject to appropriate directives /regulations, will furnish all personal protective clothing and equipment, special tools, etc., which are required to be used.

SECTION 4.

a. Employees have the right to decline to perform an assigned task only because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting abatement procedures established in accordance with 29 CFR Section 1960.46a. An employee, who claims that a job to which he / she has been assigned is not safe or may endanger his/her health, will notify the immediate supervisor. After review of the situation, the supervisor may contact the ANAD Safety Office to review the job environment to ensure that it is safe before determining if the employee should carry out the work assignment. The

Safety Office will render a timely decision, and at a minimum, it shall issue an interim decision within one working day.

b. An employee's *bonafide* refusal to work in circumstances which can result in imminent risk of death or serious bodily harm, as found by appropriate Management or safety officials, shall not result in reprisal.

c. Where one employee is required to work alone in situations which can result in imminent risk of death or serious bodily harm, the employer will consider assigning a second employee to the task to mitigate the risk.

d. Where an employee is required to work alone, the Employer, where necessary, will have a means of communication such as a cell phone, a radio, or a landline readily available to the employee; or, if no communication means is available, the supervisor will check on the employee as often as is necessary for the type of work assigned.

SECTION 5. Employees who are injured in the performance of duty, or who contract an occupational disease related to their employment, will be advised of benefits available to them under the Federal Employees' Compensation Act of September 7, 1916, as amended. The Compensation Office will assist and advise employees in the execution of necessary forms in support of their claims. Employees have the right to request Union representation in any investigation under the Federal Employee Workmen's Compensation Program.

SECTION 6. Sufficient eating areas shall be provided by the Employer, normally as close to the work site as reasonably possible. Equipment for cleaning these areas will be made available by the Employer, and employees will be required to keep these areas clean. No employee shall be allowed to consume food or beverages in a toilet room, or in any area exposed to a toxic material.

SECTION 7. Toilet rooms shall be provided by the Employer, and normally will be within reasonable distance of the work site, if possible. Toilet rooms shall meet standards of cleanliness and sanitation established by the ANAD Medical Officer or designee.

SECTION 8. The Employer agrees to provide a refrigerator in each work area where a significant number of employees bring their lunches, when authorized by an appropriate DA Table of Distribution and Allowances and approved by reviewing authority, and when funds are available. Refrigerators will not be used for commercial purposes. The Union agrees that employees using refrigerators will be responsible for cleaning and defrosting them. Violation of either of these conditions may be a basis for removing refrigerators.

SECTION 9. Whenever employees are exposed to, or the possibility of being exposed to, toxic materials exists (i.e., toxic chemical agents, radiation workers), the Employer will provide showers and change rooms equipped with lockers of adequate size to store

street clothes and protective clothing separately. The Employer agrees to make reasonable efforts to provide showers for employees as required by OSHA regulations.

SECTION 10. The Employer agrees to assist in arranging transportation home for employees who become ill after reporting for work and have been dismissed by the Medical Officer or designee.

SECTION 11. When Federal or Agency Safety Inspector(s) make a scheduled visit to the installation, the Depot OSHA official shall advise the Union of the visit and the approved number of Union members that may accompany them on the tour.

SECTION 12. The Union and Depot Management will work closely in regards to OSHA compliance. The Union agrees to make an effort to resolve safety and health problem(s) which are brought to its attention at the lowest Management level. If this effort is not productive, the Union agrees to meet with the designated Depot OSHA official to resolve safety and health problem(s) prior to elevating the problem(s) to higher command, the Occupational Safety and Health Administration, and/or Congressional/Senatorial channels, etc. The Union has the right to conduct its own investigation of employee safety and health issues when determining to file a grievance or take other appropriate action. This investigation will not interfere with any Employer investigation.

SECTION 13. The Employer agrees to follow applicable regulatory guidance, including 5 CFR Part 339, Medical Qualification Determinations, concerning medical examinations to determine an employee's fitness for duty.

SECTION 14. The Employer agrees to encourage the physical well being of its employees by publicizing the benefits of good health habits. The Employer will publicize the facilities available for improving the health and physical well being of Depot employees.

SECTION 15. The Employer agrees in no instance shall dirty work or jobs generally regarded as undesirable be assigned as reprisal or for non-work related factors, nor shall prestigious jobs be assigned on the basis of non-work related factors.

SECTION 16. Management agrees to place the Union President on the Depot 911 email distribution listing.

ARTICLE 14: TRAVEL

SECTION 1. The Employer agrees not to schedule travel in other than normal duty hours, unless such travel is dictated by mission requirements and good Management practices. If a supervisor schedules an employee to travel in other than normal duty hours under circumstances which make it non-compensable, he/she shall, upon the employee's request, furnish the employee the reasons for necessity of such a schedule.

SECTION 2. The Parties agree to adhere to the Defense Travel System (DTS).

ARTICLE 15: CIVIC RESPONSIBILITY

SECTION 1. It is the civic responsibility of all employees to respond to calls for jury and other court services. Employees summoned for jury duty, or to appear as a witness in court proceedings, will be granted court leave, annual leave, or leave without pay as dictated by appropriate regulations. When an employee is called for court services, the employee shall promptly notify the Employer so that arrangements may be made for his/her absence. Upon completion of the service, the employee shall present to the Employer satisfactory evidence of the time served on such duty. Any fees other than expenses received from the court shall be delivered to the Employer in accordance with appropriate regulations.

SECTION 2. Eligible employees will be granted time off at no charge to leave, to the extent authorized by appropriate regulations, for participation in military funerals, civil defense activities, draft registration, and time spent for undergoing a physical examination to determine eligibility for enlistment in the Armed Forces or enlistment in the National Guard or Military Reserves. Eligible employees may be granted a maximum of 40 hours excused leave in the leave year to participate in authorized emergency searches, rescue, or protective work. Additional time shall be granted in instances of catastrophic disasters, such as tornadoes, hurricanes, earthquakes, volcano eruptions, etc., if work schedules permit. Satisfactory evidence of requirement must be submitted by the employee.

SECTION 3. In regard to excused absence for voting, as a general rule, employees will be excused two hours prior to the close of the polls at the employee's voting place. Where, because of special circumstances, the general rule stated above does not permit sufficient time for voting, the employee may be excused for the additional time necessary, but not more than one workday.

SECTION 4. For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one day, round trip travel distance of the employee's place of residence.

SECTION 5.

a. An employee who volunteers as a blood donor, without compensation, to the American Red Cross on authorized visits to the Anniston Army Depot by the bloodmobile, may be granted excused leave for the actual duty time required to travel from the worksite to the donation site, to donate blood, and for recuperation which will begin immediately following blood donation. The maximum excused time will not exceed 4 hours. Annual leave may be granted by the supervisor to complete the period of absence if the total excused absence the employee is eligible for would require his/her return to duty prior to the end of the tour.

b. The Employer agrees to make a *bona fide* attempt to arrange a schedule with the American Red Cross whereby the bloodmobile will visit the Anniston Army Depot twice each quarter to collect blood donations by first shift personnel and second shift personnel. Further, the Employer will try to arrange for all such visits to be on Fridays.

c. On each visit to the Depot by the bloodmobile, donations will be taken on a Depot-wide basis. The number of employees who volunteer as blood donors may not exceed, on any given visit, 50% of a work unit's active personnel strength. No employee shall be granted excused leave to participate as a blood donor (whole blood) any more than 4 times during a 12-month period.

d. No excused leave will be granted to an employee for donation and recuperation time that falls outside his/her assigned tour of duty.

e. The Employer will establish the means of administering the blood donor program. This will include such things as scheduling donors, maintaining records, establishing procedures to verify blood donations, etc.

f. In an emergency situation, employees may be granted excused leave to make emergency blood donations at a hospital or other blood bank, on an individual case basis, after verification by the Depot Blood Donor Program Coordinator that an actual emergency exists.

g. To be eligible to donate blood under these provisions, an employee must be at work in a duty status.

h. Other than as provided elsewhere under this Article, excused leave will not be provided employees who donate blood under any other circumstances.

i. The Union will assist the Employer, if needed, in the attempt to arrange for the American Red Cross to visit the Depot on the required number of Friday visits.

j. Provided there is a request by the Depot Blood Donor Program Coordinator and it is approved in advance, employees shall be granted administrative leave not to exceed 8 continuous hours in a workday for the purpose of making Aphaeresis donations and recuperating from Aphaeresis. Employees are not permitted to accept payment for these services while on administrative leave.

ARTICLE 16: EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer and the Union agree to support and promote the Employee Assistance Program (EAP) for individuals who have problems associated with alcohol, drug, marital, family, legal, financial, stress, attendance, and other personal concerns which may adversely affect job performance. The Employer and the Union recognize that the programs are designed to deal with problems at an early stage, where the situation is more likely to be correctable.

SECTION 2. The Employer and the Union agree to adhere to confidentiality requirements as prescribed by law and regulation. The Employer and the Union agree that employees receiving assistance through the EAP should not be subject to harassment, ridicule, or unfair treatment by the Employer and co-employees because of their seeking help for their problem. To this end, the Employer and the Union agree to encourage understanding of the program among non-participants.

SECTION 3. Employees will be permitted to attend appropriate counseling without charge to leave at the Community Counseling Center with advance approval from the employees' supervisor. Attendance at out-patient or in-patient treatment will be in accordance with appropriate regulations and procedures.

SECTION 4. Employee Responsibility.

When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Employer, supervisors should either advise or encourage troubled employees to seek help through the EAP before considering disciplinary or other corrective action. Nothing in this Article, however, prevents Management from taking appropriate administrative action for misconduct or performance deficiencies.

ARTICLE 17: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. It is the firm, positive, and continuing policy of the Employer and the Union that all persons are assured equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex, age, national origin, or physical or mental disability is prohibited. The Union recognizes its responsibility for making constructive contributions to the national goal of equality of opportunity as expressed in Executive Order 11478, Title VII of the Civil Rights Act of 1964, as amended, and the Civil Service Reform Act of 1978 (P .L. 95-454) .

SECTION 2. In the event there is a negotiated settlement of an EEO complaint that changes working conditions of employees giving rise to the duty to bargain, the Union will be notified and provided the opportunity to request bargaining prior to implementation. Management will provide a sanitized quarterly summary report to the Union of EEO negotiated settlements affecting unit employees.

SECTION 3. Employees have the right to choose a Union official as their personal representative in EEO complaints.

ARTICLE 18: PERFORMANCE EVALUATION

SECTION I. Bargaining unit employees will be rated in accordance with the Anniston Army Depot Performance Evaluation System, consistent with Army Regulation (AR) 690-400, Chapter 4302.

SECTION 2. In applying this regulation, the following policies will be taken into consideration:

- a. The purpose of this article is to provide a system for evaluating an employee's performance based on objective criteria related to the employee's position while enhancing the efficiency of agency operations by motivating employees to perform their jobs effectively.
- b. The Performance Evaluation System and the parts that make up the system as applied to the bargaining unit employees will permit the accurate evaluation of job performance on the basis of objective criteria and will be fair, reasonable, equitable, and job-related.
- c. The results of performance appraisals will be used as a basis for other personnel Management actions, including training, promotions, rewards, reassignments, reductions-in-grade, retaining, and removing employees.
- d. To promote teamwork, the simplified Performance Evaluation System will be employed. The purpose of the Performance Evaluation System agreed to in this Article is to provide a framework for honest feedback and open, two-way communications between employees and their supervisors. The system focuses on contributions within the scope of the employee's job description in achieving overall mission success. Accomplishment of objectives is intended to be achieved within a teamwork environment. The main emphasis of this System is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices where mission objectives are emphasized by progressive personnel Management.
- e. When rating employees or otherwise applying performance objectives, the Employer shall consider factors which affect performance that are beyond the control of the employee. An employee will be held accountable only for those job elements and performance standards for which the employee is officially responsible.
- f. Informal discussions are a standard part of supervision and should occur throughout the assessment period. Discussions may be initiated by the supervisor or the employee. Discussions may be held one-on-one or between a supervisor and a work group. Discussions should be a candid, forthright dialogue between the supervisor and the employee aimed at improving the work process or product. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance. Mid-point performance reviews which are required under AR 690-400 will be performed in a timely manner.

SECTION 3. In addition to the procedures set forth in AR 690-400, Chapter 4302, the following procedures will apply:

a. Base System bargaining unit employees will be rated in a split cycle as follows:

(1) Employees with last names beginning with the letters A through K will be evaluated on a rating cycle of 1 November through 31 October.

(2) Employees with last names beginning with the letters L through Z will be evaluated on a rating cycle of 1 July through 30 June.

(3) Management and the Union will periodically review this schedule to determine if it fulfills the purposes of the Performance Evaluation System.

b. Management will communicate organizational goals and priorities to employees both at the beginning of each rating period and throughout the year as changes occur.

c. In applying the "Values" portion of the Performance Evaluation System, the Parties understand and agree that employees are to be evaluated only on job-related criteria and that the focus should be on the commitment to work-related values. Values do not replace performance nor are they formal elements of performance. Raters must avoid misusing this provision. Examples of misuse are: questioning the loyalty of a ratee who filed a complaint, criticizing the dedication of a ratee who could not work overtime for personal reasons, or documenting behavioral problems that could be corrected through procedures for misconduct. The intent of this section is to allow the rater to document positive aspects of the ratee's contributions that do not necessarily result in work output.

SECTION 4. Either party may suggest improvements, modifications, or substitutions to the existing Performance Evaluation System, and the Parties will seriously consider alternative means of accurately evaluating employee performance. No change shall be effective, however, until both Parties agree, in writing, to modify this Article. The Union reserves the right to bargain any changes over AR 690-400 or the Anniston Army Depot Performance Evaluation System.

ARTICLE 19: REDUCTION IN FORCE

SECTION 1. The Employer agrees to notify the Union in advance of reduction-in-force (RIF) actions, and the Union may designate a representative to participate as a member of the Depot RIF Team. The oversight duties of the Depot RIF Team will include establishment of realignment ground rules, evaluating transfer of function, review of competitive levels, monitoring impact statement completion, and designing workforce marketing strategies.

SECTION 2. It is agreed that the Employer will provide information and assistance for obtaining outside employment for employees who are separated by RIF. An employee whose separation or assignment to a lower grade position is proposed has a right to review all of the records pertaining to the action, and to see a copy of the Office of Personnel Management (OPM) regulations pertaining to RIFs. This includes the retention register for the competitive level concerned and those for other positions for

which the employee feels qualified, down to and including those in the same or equivalent grade of the position, if any, which constitutes the best offer; or, if separation is proposed, all positions equal to and below the grade of the employee's current position.

SECTION 3. The name of any career or career-conditional employee who is separated by RIF action shall be placed on the Re-employment Priority List, unless the employee desires otherwise. Any employee who notified the Employer at the time of separation that temporary employment will be accepted will be considered for the same position on a temporary basis. Acceptance of a temporary position by an employee on the Reemployment Priority List will not affect their status on the list for eligibility for reemployment in a permanent position, as long as the position is in the same commuting area. To the extent not inconsistent with this agreement, the Union reserves its right to bargain in accordance with law, on procedures and appropriate arrangements for employees adversely affected by a Management-initiated RIF.

ARTICLE 20: DISCIPLINARY AND ADVERSE ACTION

SECTION 1. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action and adverse action through effective employee-Management relations.

SECTION 2. The Employer agrees that disciplinary action and adverse action will be administered in a fair, impartial, and timely manner, and that no employee will be subject to disciplinary/ adverse action, except as provided by laws and regulations.

SECTION 3. Employees will not be subject to disciplinary/ adverse action except for such cause as will promote the efficiency of the service. An employee in the bargaining unit is entitled to Union representation, if desired, at all subsequent investigations or discussions at which the employee is in attendance, concerning possible actions against the employee, or at all conferences or discussions with the employee concerning contemplated disciplinary/ adverse action. Both Parties agree to act with respect to all matters relating to disciplinary/ adverse actions in a timely manner. Disciplinary actions and adverse actions are defined as follows:

- a. Disciplinary Actions are suspensions that are for 14 days or less, or letters of reprimand.
- b. Adverse Actions are suspensions for more than 14 days, removal, or demotions for cause.

SECTION 4. Disciplinary/ Adverse actions will be administered in accordance with applicable regulations. Disciplinary/ Adverse actions must not be arbitrary or capricious; the penalty selected must not be clearly excessive in relation to the offense.

SECTION 5.

a. The Parties agree that in an effort to reduce conflict, increase employee accountability and involvement in the disciplinary process, and to minimize nonproductive administrative and official time, the Parties will apply an Alternative to Traditional Discipline (ATD) approach as set forth herein. ATD is an optional, nontraditional approach to employee disciplinary/adverse action which provides a variety of both punitive and non-punitive remedial actions.

b. Under ATD, correcting improper behavior becomes a joint effort of both the supervisor and the employee being disciplined. The supervisor, employee, and, if a bargaining unit member is involved, the Union, must initially agree with the alternate "penalty" being imposed. Depending on the seriousness of the offense, such penalties may include reduced suspensions without pay, incrementally served suspensions, attendance in the Army Substance Abuse Program (ASAP), financial restitution, or other mutually agreed upon corrective actions, such as requiring the employee to perform tasks to indicate their understanding and acknowledgement of the offense. All involved Parties will sign a written agreement outlining the "penalties" which will be imposed, the specific penalty for any future misconduct which takes place within a specified time period, and a waiver of the employee's and, where applicable, the Union's grievance/appeal rights.

c. Normally, if ATD is to be implemented, the facts or evidence of the matter are clear, and the employee has admitted to the misconduct and is repentant/remorseful. The employee provides input to the supervisor on any factors which should be considered. The ATD agreement is drafted containing a description of the misconduct, normal penalties withheld, actual "penalties" imposed, employee's promise of proper future behavior, and waiver of appeal/grievance rights.

(1) Nothing in this Article requires the Union to sign any agreement which provides for waiver of its right of appeal or grievance.

(2) Where the Union signs an agreement to waive appeal/grievance rights, that agreement will be enforceable unless the written agreement explicitly sets forth an exception to the waiver language, and any matter not so explicitly accepted will be considered waived.

(3) The employee, the supervisor, the Human Resource Specialist, and the Union (if applicable) sign the agreement. The agreement is placed in the employee's Official Personnel Folder, Employee Record File, or Adverse Action file as appropriate according to the terms of the ATD agreement.

(4) Where personnel actions are included in the agreement, appropriate Notices of Personnel Action, SF-50s, are prepared.

d. This ATD program will be effective for the duration of the Parties' current Agreement. Either Party may suggest changes to the ATD program, or the Parties will seriously

consider improvements in the program. Any changes will be mutually agreed upon by both Parties. No change shall be effective, however, unless this Article is explicitly modified in writing.

SECTION 6. When an employee is officially notified of proposed disciplinary/adverse action, he/she will be informed of the right to reply orally and/ or in writing, and of the right to be represented by the Union. The employee will be advised specifically as to the details of the offense for which charged, so as to permit understanding of the charge. The steps of the disciplinary/adverse action process are as follow:

a. In issuing a proposal for disciplinary/adverse action, the supervisor will include in the proposal letter an opportunity to participate in the ATD program or present a rebuttal to the proposal.

(1) The employee or his/her Union representative must notify the designated deciding official of their intent to participate in the program within the 10 workday response period set forth in the proposal letter.

(2) For the employees represented by the Union in disciplinary actions or adverse actions, the Employer will provide the Union with a copy of the file containing the information relied upon for the basis for the action.

b. If the employee chooses not to participate in the ATD program, the employee or their Union representative must respond to the proposal within the response period set forth in the proposal notice letter. The deciding official will issue a decision promptly, ordinarily within 10 workdays of receiving a response. Additional time may be required to analyze the response and perform additional inquiry, to ensure that the appropriate decision is made.

c. If an employee intends to participate in the ATD program, the following applies:

(1) The employee and his /her Union representative will notify the deciding official of their intent within the 10 workday notice period.

(2) The employee or Union representative will contact the deciding official within 5 workdays of giving notice of intent to participate in ATD to arrange a mutual agreeable time frame for the ATD meeting. The meeting will be held with the deciding official, Human Resources advisor, the employee and the employee's Union representative within 15 workdays of the day when the employee notifies the deciding official of their intent to participate as described in Section 6a of this Article, above. Either Party has the right to request an automatic 5 workday extension to the 15 workday time frame. The meeting will be held to discuss the various options available under the ATD program. If both Parties cannot agree within 15 workdays to a date for a meeting, the Union will have the opportunity to submit a response to the disciplinary/ adverse action before the end of the 15 workday period.

(3) Failure of the employee or his/her Union representative to participate in the ATD meeting during the 15 workday period , or to obtain a mutually agreed extension, will be considered a withdrawal of the request for an ATD.

(4) The deciding official will make a decision on the ATD normally in the ATD meeting. Normally within 10 workdays of the meeting, the ATD agreement will be completed.

d. If the employee or the manager does not accept the ATD, the employee or his/her Union representative has 10 workdays to respond to the proposal letter issued by the supervisor. The deciding official will issue a decision promptly, ordinarily within 10 workdays of receiving a reply. Additional time may be required to analyze the reply and perform additional inquiry to ensure that the appropriate decision is made.

e. Time limitations in this Article can be extended for unusual reasons if mutually agreed to by both Parties.

SECTION 7. It is agreed that normally probationary employees, temporary employees, and term employees during their 12 month probationary period, will not be issued formal disciplinary/adverse actions, since the nature of their employment status provides that they may be terminated for unsatisfactory performance or conduct. Term employees who have completed their probationary period, will be treated the same for disciplinary/ adverse actions as all other employees. Disciplinary/ adverse actions short of removal or discharge may be appropriate for probationary or temporary employees depending on the severity of the offense and the surrounding circumstances.

SECTION 8. The Parties agree that alcohol and drug abuse have a detrimental effect on the mission.

a. The Parties agree that distribution or abuse of drugs on the installation warrants disciplinary/adverse action IAW with this Article.

b. Employees who commit misconduct or who have performance issues caused by alcohol/drug addiction will be offered the opportunity to participate in the Army Substance Abuse Program (ASAP).

c. Disciplinary/ adverse actions for employees participating in the ASAP program will be based solely on their poor performance or misconduct.

d. An employee's agreement to enroll in ASAP and to continue successfully with the prescribed treatment program will be considered in imposing the appropriate penalty.

e. Employees who are suspected of being under the influence of alcohol or drugs may be directed to submit to an appropriate test.

ARTICLE 21: POSITION CLASSIFICATION AND JOB EVALUATION

SECTION 1. Any employee who believes that his/her position is improperly classified (title, series, grade, or pay category) will present the complaint orally to the supervisor for information as to the basis for the evaluation of the position. The supervisor will explain the basis for the evaluation of the job with assistance from the designated staffing specialist in the ANAD CPAC assigned to their Directorate. If the employee is satisfied, no further action will be taken.

SECTION 2. If the employee is not satisfied, the employee may initiate a position classification complaint/ appeal for review of the title, series, grade, or pay category. The supervisor will advise the employee of position classification complaint and appeal channels that are available as prescribed by position classification appeal regulations and procedures. The employee has a right to choose a representative of his/her own choosing, other than a member of the ANAD CPAC, in preparing and presenting position classification complaints and appeals. Employees retain the right to appeal position classifications without fear of restraint, prejudice, or reprisal.

SECTION 3. It is agreed that employees will be informed by their supervisors of any final determination to downgrade or upgrade positions as a result of classification action. The Employer will advise the Union of any changes to lower grade or reclassification of job levels prior to effective date of such changes. When any change in job description, requirements, or grade level will result in a personnel action effecting the downgrading of an employee in the bargaining unit, such personnel action will not be effected without 30 calendar days written notice to the employee stating in full the reason for the action.

SECTION 4. The Employer agrees to send to the Union draft classification standards which are referred by higher headquarters to the Employer for comment. The Union may provide comments if it desires to do so.

SECTION 5. The Union will be informed when new or revised standards are to be applied to classes of positions within the unit.

SECTION 6. Each employee shall be furnished a current accurate copy of his/her job description. The Employer will continue to conduct scheduled maintenance reviews of position structures and evaluations. The employee may, at reasonable times, discuss with his/her supervisor his/her job description or job requirements.

SECTION 7. If the duties of an employee are changed, and such change significantly changes the working conditions of the employee, to the extent a bargaining obligation exists under law, the Union will be provided notice and the opportunity to bargain.

SECTION 8. When the sentence "Perform other duties as assigned" (or similar wording) is used in a position description, it normally will mean tasks which are reasonably related to the position and are of an incidental nature. Duties unrelated to the position may be assigned to accomplish the work of the Agency. The Parties agree that the right to assign duties, unrelated to the position, will not be abused.

ARTICLE 22: WAGE SURVEYS

SECTION 1. The Union shall be advised by the Chairman of the Local Wage Survey Committee of tentative and officially established dates for full scale and wage change surveys based upon information received from Department of Defense Civilian Personnel Management Service, Wage Setting Authority.

SECTION 2. When notified by the Department of Defense Civilian Personnel Management Service, Wage Setting Authority, the Union will recommend a Federal employee of an activity on active duty status in the wage area who meets the requirements of 5 CFR Section 532.229(b)(1) to serve as the Labor Member of the Local Wage Survey Committee.

SECTION 3. The Union may designate two representatives and an alternate, two of whom may appear before the Local Wage Survey Committee, to present recommendations, requests, and information concerning the area, industries, establishments, and jobs to be covered in the wage survey. A labor representative will be granted administrative leave to testify. This does not preclude the right of individual employees to appear before this committee. Administrative leave is not authorized for employees who testify as individuals.

SECTION 4. It is understood that employees in the bargaining unit who serve on the Local Wage Survey Committee or as data collectors shall be considered as on an official assignment rather than on leave.

SECTION 5. The Union will be appraised of the results of a locality wage survey in accordance with applicable regulations.

ARTICLE 23: TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. The Employer will maintain a program of training and development in accordance with the Government Employees Training Act and applicable regulations. Administration of the training and development program is a right and duty of Management. Union and Management will work together to develop necessary training programs to accomplish assigned missions.

SECTION 2. The Employer and the Union mutually agree that each employee is basically responsible for his or her own development. The Employer agrees that Management will exert reasonable effort to provide assistance to each employee when the need for training is related to officially assigned duties or to duties which are formally planned to be assigned. Training which is directly related and is required for job performance will be on Employer's time and at Employer's expense. The Union, in turn, agrees to exert reasonable effort to encourage employees to accept training opportunities and to take full advantage of them.

ARTICLE 24: ENVIRONMENTAL DIFFERENTIAL PAY FOR WAGE GRADE EMPLOYEES

SECTION 1. Environmental differential will be paid for exposure to various degrees of hazards, physical hardships, and working conditions of an unusually severe nature as provided for in applicable agency regulations and 5 CFR Section 532.511. The Employer will notify the Union of any changes in coverage of employees for Environmental Differential Pay.

SECTION 2. In circumstances where Management changes coverage of employees under Appendix A to Subpart E of 5 CFR Part 532 or the Union determines a local work situation warrants coverage, the Union will notify the ANAD CPAC Labor Relations Specialist of the title and location of the position(s) and nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusually severe nature. The ANAD CPAC Labor Relations Specialist will notify the first line supervisor within 5 working days of receipt of the matter from the Union to meet with the assigned Union steward. The Union steward and first line supervisor in the affected work area will meet within 5 working days to attempt to resolve the dispute. If they are not able to resolve the matter within 3 working days, the Union has the right to refer the matter in writing to the appropriate Director within 5 working days of the last meeting. The Union president and the appropriate Director will meet within 15 working days to attempt to resolve the matter. If they are unable to resolve the matter, the matter will be referred to the Depot Commander by the Union within 7 working days of the final meeting of the Union president and Director. The Depot Commander shall issue a decision within 20 calendar days of the referred issue being received from the Union. This decision will be considered the final decision under the grievance procedure, Article 24. The Union shall then have 20 working days to make a request for arbitration as provided in Article 25 of this Agreement.

SECTION 3. When either Party determines that there is a need to establish additional categories to Appendix A to Subpart E of 5 CFR Part 532, for which an environmental differential should be paid, it will notify the other Party of the proposed changes and include information showing: (a) the nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusually severe nature; (b) the degree to which the employee is exposed to the hazard, physical hardship, or working condition; (c) the period of time during which the exposure will continue to exist; (d) the degree to which control may be exercised over the physical hardship, hazard or working condition; and (e) the rate of environmental differential recommended to be established. Within 30 calendar days of receipt of the notification, the Parties will meet for the purpose of discussing the proposal to establish the new category. If the Parties cannot agree upon a joint request, each may submit an individual request through appropriate channels.

SECTION 4. All time limits in this Article may be extended by mutual consent.

ARTICLE 25: GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide a mutually acceptable method of resolution of grievances filed by bargaining unit employee(s), the Union, or the Employer.

SECTION 2. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or,
- c. By any employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation or a claim of breach of a 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.
 - (2) Retirement, life insurance, or health insurance.
 - (3) A suspension or removal for National Security reasons.
 - (4) Any examination, certification, or appointment.
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
 - (6) Non-selection for promotion from a group of properly ranked and certified candidates.
 - (7) Any complaints relating to the award or non-award of benefits under the Federal Employee Compensation Program.
 - (8) The separation of an employee during a probationary period, during a trial period, while serving as an annuitant, or for expiration of an appointment in accordance with the Statute, laws, rules, and regulations, as applicable.
 - (9) Non-adoption of a suggestion, or disapproval of a quality salary increase or performance award, or other kind of discretionary awards.
 - (10) A proposed notice of an action which, if effected, would be covered under the grievance procedure or otherwise excluded under this Article.

(11) Preliminary warnings except such preliminary warnings may be grieved when being utilized by the Employer to substantiate disciplinary/adverse action.

SECTION 3. The Employer and the Union recognize and endorse the importance of resolving grievances as expeditiously as possible, using procedures hereinafter outlined, and at the lowest possible levels of both the Employer and the Union.

SECTION 4. All employees, including probationary, term, and temporary employees, are assured the right to file grievances in their own behalf, with or without Union representation. However, the Union is assured the right to be present during the formal grievance proceeding of such grievance cases. Employees are protected under the Statute from reprisal and retaliation for their filing of a grievance.

SECTION 5. The Union is assured the right to present grievances on its own behalf, or on behalf of any employee in the unit upon request by such employee.

SECTION 6. Grievability and Arbitrability. Disputes as to whether a matter is grievable or arbitrable shall be referred to arbitration for a determination. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION 7. Grievance Steps.

a. Step 1. The grievance at Step 1 shall be in writing, using the form attached at Appendix A, and provided to the supervisor within 15 workdays after the Union or the employee first became aware of the grievance. A meeting on the grievance will be held within 2 workdays of receipt of the written grievance form. The Union has the right to designate representatives in the grievance procedure. The Union must be provided the opportunity to be present at all meetings concerning a grievance filed by an individual employee. The immediate supervisor shall make any necessary investigation and shall state his/her written decision on the grievance form within 2 workdays of the grievance meeting.

b. Step 2. If the grievance is not settled at Step 1, the employee or the Union, within 5 workdays of receipt of the Step 1 decision, must submit the matter in writing to the appropriate Second Step Official. The Second Step Official **will** meet with the Union representative, the employee, and witnesses within 5 workdays after receipt of the grievance. A written answer to the grievance **will** be provided to a Union representative, or to the employee if the employee is not represented by the Union.

(1) Where a Division Chief or Process Optimization Manager (POM) is the First Step Official, and the Second Step Official is the Director, the Director shall act as the Second and Third Step Official and have 20 workdays in which to render a final decision.

(2) Where a POM is the Second Step Official, he/ she shall have 5 workdays in which to render a decision.

(3) Where a Branch Chief is the First Step Official, and the Second Step Official is the Division Chief, he/ she shall have 5 workdays in which to render a decision. The issues must be clearly identified.

c. Step 3. If the grievance is not settled at Step 2, the employee or the Union, within 5 workdays of receipt of the Step 2 decision, must submit the matter in writing to the appropriate Third Step Official. Where the Division Chief or POM is the Second Step Official, the Third Step Official shall be the Director. A written decision, which includes the basis for the decision, will be rendered and signed by the Third Step Official within 20 workdays after receipt of the third step grievance.

d. Final Step. If the grievance is not satisfactorily settled under Step 3 as appropriate under procedures described above, the Union or Employer may refer the grievance to arbitration. All time limits in this Article may be extended by mutual consent.

SECTION 8. Appeal and Grievance Options. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

SECTION 9. Failure on the part of the Employer to respond in compliance with the prescribed time limits will permit the employee or the Union to proceed to the next step, and may form the basis for a written grievance. Failure of the employee or the representative to observe the time limits provided for herein shall constitute a basis for denial of the grievance by the Employer. All time limits in this article may be extended by mutual consent. Such consent shall not be unreasonably withheld from either Party and requests for extension by either Party will be for a reasonable period of time.

SECTION 10. At any step of the grievance procedure, both Parties shall have the right to call relevant witnesses. Witnesses who are employees of the Depot shall suffer no loss of pay or leave for the time spent in attendance at such hearings. Obtaining relevant witnesses who are not employees of the Depot will be the responsibility of and at the expense of the Party calling such witnesses.

SECTION 11. The Employer and the Union agree that in the case of a grievance involving a group of employees' who have identical grievances, and subject to the consent of the employees involved, one employee's grievance shall be selected by the Union for processing and that all decisions for that one grievance will be binding on the other grievances.

SECTION 12. At any formal step of this procedure, the Employer shall, upon request, produce payroll and other pertinent records for the purpose of substantiating the

contentions or claims of the Parties insofar as permissible without violating Government regulations.

SECTION 13. A grievance may be returned to the employee when the issues and corrective action desired are not clearly defined. A grievance so returned may be resubmitted within five workdays after receipt provided the specific nature of the grievance and the corrective action desired have been properly identified.

SECTION 14. If an employee who has filed a grievance resigns, dies, or is separated for any reason other than a related removal before decision is reached on a grievance being processed, and no question of pay or allowances is involved, action will be stopped and all 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 15. Employees will be informed by Management of their rights and of the procedures to be followed in presenting grievances under this Agreement.

SECTION 16. Grievances raised by employees or the Union may also involve a possible violation of Section 7116 of Title VII of the Statute. In such cases the aggrieved party may elect to grieve under the procedures herein, or elect to file an unfair labor practice charge, but not both. However an employee grievance over a contract right does not interfere with Union's right to file an unfair labor practice charge asserting an institutional right.

ARTICLE 26: PARKING

SECTION 1. Parking spaces at the Depot shall be available for all employees during duty hours on a first-come, first-served, basis.

SECTION 2. The employer agrees to make every reasonable effort to provide sufficient parking spaces for employees. All existing and future parking will provide for the employees' safety.

SECTION 3. The Employer will bargain with the Union to the extent required by law over parking.

SECTION 4. When implementing any changes in Agency parking policies, the Agency will provide notice, and upon request, bargain with the Union to the extent required by law and IAW the midterm bargaining provisions of the Agreement.

SECTION 5. Both Parties will agree to meet on a semi-annual basis to discuss parking issues unless changes in parking issues require more frequent meetings.

ARTICLE 27: ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance arising under Article 23, such grievance shall, upon written notice by the Party requesting arbitration to the other Party, be referred to arbitration. Arbitration of a grievance may be invoked only by the Employer or the Union and does not require the approval of the employee or employees involved. Written requests for arbitration must be served within 20 working days following the conclusion of the last step of the grievance procedure.

SECTION 2. Within 10 working days after notification, the Party desiring arbitration shall request the Federal Mediation and Conciliation service to submit a list of arbitrators. The Parties shall meet within 10 working days after the receipt of such list to select an arbitrator as follows: The Employer and the Union shall take turns striking one arbitrator's name from the list until only one name remains. The remaining name shall be the duly selected arbitrator. Either Party sending advanced information to the arbitrator will furnish the other Party a copy at the same time.

SECTION 3. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, it is agreed that the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

SECTION 4. The arbitrator's fee and the expenses of the arbitration shall be borne equally by the Employer and the Union.

SECTION 5. The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

SECTION 6. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by appropriate authorities.

SECTION 7. Time limitations in this Article can be extended for unusual reasons if mutually agreed to by both Parties.

SECTION 8. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 9. Arbitration hearings shall be held on the premises of the Employer at locations as determined by the employer. Such hearings shall be held within the Employer's regular work week of Monday through Friday. During the time that employees would otherwise be in a duty status, the aggrieved employee(s), Union representative(s), and witnesses will be granted official time, without loss of pay or charge to leave, for the purpose of presenting their case during the arbitration hearing. Any other witnesses for the opponent of the Employer who are not employees of the Depot will not be compensated by the Employer, nor will travel of such persons be paid by the Employer.

SECTION 10. In the event either Party declares a matter non-arbitrable, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing.

SECTION 11. Reasonable attorney fees shall be awarded where required by 5 U.S.C. Sections 5596(b) and 7701(g).

ARTICLE 28: DURATION OF AND CHANGES TO AGREEMENT

SECTION 1. This Agreement shall be subject to approval by the Defense Civilian Personnel Management Service, Field Advisory Service, who shall approve this Agreement within 30 calendar days from the date this Agreement is executed if this Agreement is in accordance with the provisions of Title VII of P.L. 95-454 and any other applicable law, rule, or regulation (unless an exception to the provision has been granted). If the Defense Civilian Personnel Management Service, Field Advisory Service, does not approve or disapprove this Agreement within the 30 day period, this Agreement shall take effect and shall be binding on the Employer and Union subject to the provisions of Title VII of P.L. 95-454. After approval by the Defense Civilian Personnel Management Service, Field Advisory Service, or after the expiration of the above 30 day period, this Agreement shall be signed by the President, Local 1945, AFGE, and the Commander, Anniston Army Depot. This Agreement shall become binding and effective on the earlier of either the date of approval by the Defense Civilian Personnel Management Service, Field Advisory Service, or the 31st day after execution of this Agreement if it has been neither approved nor disapproved by that date.

SECTION 2. This Agreement shall be binding upon the Employer and the Union for a period of three years from the effective date of this Agreement, and renewed for two year periods thereafter unless either Party shall notify the other in writing not more than 105 nor less than 60 calendar days prior to such date or to any subsequent anniversary date of its desire to modify or terminate this Agreement. This Agreement shall terminate automatically, however, on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with P.L. 95-454.

SECTION 3.

a. When changes in existing laws or regulations promulgated outside the Department of the Army have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law, directive or regulation may be made by either Party at any time. The nature of the desired revision and reasons, therefore, shall be given by the sponsoring Party with a required response within 30 days by the other Party.

b. This Agreement may be opened for amendment(s) by the mutual consent of both Parties at any time after it has been in force and effect for a t least six months. Request for such amendment(s) by either Party must be in writing and must include a summary

of the amendment(s) proposed. The Parties shall meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved in such request, unless an extension of time is mutually agreed upon by both Parties for unusual reasons. If the Parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No change shall be considered except those bearing directly on the subject matter(s) agreed to by the Parties. Such amendment(s) as agreed to will be duly executed by the Parties.

c. Approval and implementation of amendment(s) shall be as described for the basic Agreement in Section 1 of this Article, above.