

NEGOTIATED AGREEMENT

BETWEEN

PITTSBURGH MILITARY ENTRANCE PROCESSING STATION

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL #1627, PITTSBURGH, PA

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
PITTSBURGH MILITARY ENTRANCE PROCESSING STATION
(MEPS)
AND
LOCAL 1627 AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

1. This memorandum of agreement is effective as of the date signed by the Pittsburgh MEPS and Local 1627 as indicated in paragraph 3 below.

2. The articles referenced in paragraph 2a under the heading: DELETED ARTICLES are hereby deleted in their entirety and replaced by the articles referenced in paragraph 2a under the heading: REPLACEMENT ARTICLES.

DELETED ARTICLES

Article VII. Performance Appraisal Page 12.

Article XII. Work Hours Pages 19 & 10

Article XIII. Overtime Pages 21 & 22

Article XIV. Annual Leave Pages 23 & 24

Article XV. Sick Leave Pages 25 & 26

Article XXIV. Bulletin Board Page 41

REPLACEMENT ARTICLES

Article VII. Performance Appraisal Enclosed as page 1.

Article XII. Work Hours Enclosed as pages 2 & 3.

Article XIII. Overtime Enclosed as pages 4 & 5.

Article XIV. Annual Leave Enclosed as pages 6 & 7.

Article XV. Sick Leave Enclosed as pages 8 & 9.

Article XXIV. Bulletin Board Enclosed as page 10.

3. The replacement articles as enclosed are hereby included as a part of the collective bargaining agreement between the Pittsburgh MEPS and Local 1627 which was effective 27 May 1992 and are subject to all the provisions therein

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ARTICLE 1

PREAMBLE

Section 1

In accordance with the provisions of Public Law 95-454 dated October 13 1978, Title 7, Federal Service Labor - Management Relations (hereinafter referred to as Title 7) this agreement is made by and between the Pittsburgh Military Entrance Processing Station, Pittsburgh, Pennsylvania referred to as the Employer and the American Federation of Government Employees. Local #1627 referred to as the Union. The Employer and the Union shall be collectively referred to as the parties.

Section 2

It is the intent and purpose of the parties to promote and improve the efficient Administration of the Federal Service and the well-being of employees within the meaning of Title 7 to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, to prescribe certain rights and obligations of the parties and the employees of the Pittsburgh MEPS, and to provide means for amicable discussion and adjustment of matters of mutual interest.

Section 3

The Employer and the Union shall encourage effective and efficient work habits on the part of all employees covered in this agreement as well as efficient and fair supervisory practices.

ARTICLE 2

EMPLOYEE RIGHTS

Section 1

(a) In an atmosphere of mutual respect all employees shall be treated fairly and equitably and without discrimination in all aspects of personnel management without regard to lawful political affiliation union activity, race, color, religion, national origin, sex, marital status, age, or non-disqualifying handicapping conditions and with proper regard and protection of their privacy and constitutional rights. It is therefore the mutual concern of the parties that all employees and the parties cooperate and attempt to maintain good working relationships between and among the supervisors and fellow employees endeavor to establish working conditions conducive to the enhancement and improvement of employee morale and participate in programs designed to improve work methods, productivity and working conditions.

(b) Instructions and counseling will be given in a reasonable and constructive manner. Every reasonable effort will be made to provide such guidance in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private, without the knowledge of other employees to the extent it is within management's control.

(c) No disciplinary or adverse action will be taken against an employee upon an ill-founded basis, such as upon unsubstantiated rumors or gossip.

(d) No employee will be subjected to intimidation, coercion, harassment or unreasonable working conditions as reprisal, nor be used as an example to threaten other employees.

(e) No unit employee will be subjected to disciplinary and/or adverse action of any type as a result of conflicting orders issued by responsible officials as long as he/she advises the last official of the conflict and follows the latest order. If the employee is aware of any problem which may occur because of this conflict he/she should bring this to the attention of the immediate supervisor.

Section 2

Each employee shall have and shall be protected in the exercise of the right freely and without fear of penalty or reprisal to form, to join, to act as a designated representative and assist the Union, or to refrain from such activity. This right shall extend to participation in all union activities, including service as officers and stewards.

Section 3

Management recognizes the employees right to assistance and representation by the Union and to meet and confer with union representatives in private during duty time concerning representational matters.

Section 4

Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fears of penalty or reprisal.

Section 5

Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities. Employees are accountable for the performance of their official duties and compliance with those standards of conduct applicable to all USMEPCOM civilian employees. The standards of nexus shall apply.

Section 6

Employees individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 7

Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law, or Executive Order, which the employee reasonably believes evidences mismanagement, waste or fraud.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1

In the administration of all matters covered by this agreement, Management retains the following rights:

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

Section 2

Nothing in the foregoing Section 1 shall preclude the Employer and the Union from negotiating:

- (a) At the election of the Employer, on the numbers, types and grades or employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work;
- (b) Procedures which management officials will observe in exercising any authority under this section: or
- (c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

Section 1

The Employer recognizes that the Union is the exclusive representative of all employees of the Pittsburgh MEPS in the Unit, as defined in Section 2 below. The Union recognizes the responsibilities of representing the interest of all such employees of the Pittsburgh MEPS with respect to grievances, personnel policies, practices and procedures and/or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in the agreement and applicable laws.

Section 2

The Unit to which this agreement shall apply is composed of all eligible employees of the Pittsburgh MEPS in the general schedule. Excluded are employees of the Pittsburgh MEPS described in 5 USC 7112 (b) (1), (2), (3), (4), (5), (6), and (7), and temporary employees of six months or less.

Section 3

The Union is entitled to act for and to negotiate collective bargaining agreements covering all employees of the Pittsburgh MEPS in the Unit and shall be responsible for representing the interest of all such employees of the Pittsburgh MEPS without discrimination and without regard to employees membership in the Union.

Section 4

The Union shall be given the opportunity to be represented at formal discussions between Management and Employees of the Pittsburgh MEPS concerning grievances, personnel policies, or other matters affecting working conditions of employees of the Pittsburgh MEPS in the Unit as set forth in Title 7.

Section 5

The Union shall be given the opportunity to be represented at the examination of any employee of the Pittsburgh MEPS in the Unit by a representative of the Employer in connection with an investigation if: The employee or the Pittsburgh MEPS reasonably believes that the examination may result in disciplinary action against the employee; and the employee of the Pittsburgh MEPS requests such representation.

Section 6

Management will provide to the Union on reasonable request the names and work locations of all new unit employees of the Pittsburgh MEPS.

Section 7

The Union will provide to the Employer and maintain a current list of the names of duly elected local Union officials and the MEPS steward(s) and their areas of responsibility.

Section 8

The Union and the Employer will conduct themselves in a business-like manner, with appropriate standards of conduct, in all dealings and communications with each other, MEPS employees, and with members of the associated recruiting services and their applicants.

ARTICLE 5
PROMOTIONS

Section 1

Promotions will be made in accordance with the provisions of the Civil Service Reform Act and applicable regulations and instructions of the Office of Personnel Management. Promotions will be based on merit.

Section 2

It is the responsibility of the employee to apply for vacancies for which the employee wishes to be considered. Vacancy announcements for permanent positions and temporary promotions upon receipt from the servicing Civilian Personnel Office will be posted on the Civilian Affairs bulletin board for a minimum of ten calendar days prior to date of closure. First consideration will be given to qualified employees within the Bargaining Unit in filling vacancies within the MEPS, subject to applicable law and regulations.

Section 3

Supervisory appraisals and/or evaluations of past performance, as used in the evaluation process for non-supervisory positions, will be shown to and discussed with the applicant, at his or her request. An applicant for a vacancy may submit his or her own comments with respect to his or her application for such vacancy or to the supervisory appraisal made in connection with such application.

Section 4

Employees or Union representatives upon request shall be permitted to review documents used in evaluating all candidates for promotional purposes. Any records pertaining to other candidates supplied under this section shall have all personal information removed, i.e. name, address, social security number, etc. so that candidate's identity will not be revealed by release of the information.

ARTICLE 6
JOB DESCRIPTION

Section 1

Each position covered by this agreement that is established or changed must be accurately described in writing. Proper classification as to occupational title, series, code and grade will be requested by the Employer of the servicing Civilian Personnel Office.

Section 2

The description must clearly and concisely state the principle and grade controlling duties, responsibilities, and supervisory relationships of the position.

Section 3

Employees will be furnished a copy of the current description of the position to which they are assigned. When a change in grade occurs, the Employer will furnish the employee two (2) copies of the job description, one of which may be furnished to the Union.

Section 4

An employee dissatisfied with the classification of his or her position should first discuss the problem with his or her supervisor. If the supervisor is unable to resolve the issue to the employees satisfaction the employee can discuss his or her dissatisfaction with a representative of the Civilian Personnel Office who will explain the basis of the classification. At that time upon request, an employee may have access to his or her position description, evaluation report (if available), organizational and functional charts, and other pertinent information directly related to the classification of the position. If the employee still believes that there is an inequity, he or she may appeal using Department of the Army or Office of Personnel Management (OPM) procedures as appropriate.

Section 5

An employee may file a classification appeal at any time through appropriate procedures.

Section 6

Employees or their representative who elect to appeal the classification/job grading of their position will, upon request, be provided a copy of appeal procedures and all pertinent information which is part of the classification/grading appeal at any time through appropriate procedures.

ARTICLE 7
PERFORMANCE APPRAISAL

Section 1

The parties hereby adopt and incorporate into this Agreement, by reference, the policy and procedure for preparation and processing of performance standards and ratings. Total Army Performance Evaluation System (TAPES) (most recent version).

Section 2

All civilian performance evaluations and associated performance awards will have an ending date of 31 December.

Section 3

If performance does not improve to an acceptable level and corrective action is necessary, the following procedures will apply:

- (a) An employee whose reduction in grade or removal is proposed will be given thirty days advance written notice, subject to procedures established by law and regulation. The notice will include specific instances of unacceptable performance by the employee on which the proposed action is based, the critical elements of the employee's position involved, and the right to representation.
- (b) The employee will be given a reasonable time, but not less than ten days, to answer the advance notice orally and in writing.
- (c) The decision to retain, reduce in grade or remove an employee shall be made within thirty days after the expiration of the notice period.

Section 4

A reduction in grade or removal shall be based on those instances of unacceptable performance by the employee which occurred anytime during the one year period preceding the date of the advance written notice.

ARTICLE 8
OVERTIME

Section 1

Overtime assignments shall be made as the need of the work requires and shall be distributed as fairly as possible to all employees.

Section 2

The Employer will maintain accurate records of overtime worked and make such information available to the Union upon request.

Section 3

The Employer shall consider all circumstances including the employee's health and personal problems when assigning overtime work to employees.

Section 4

The Employer shall provide as much advance notice as circumstances permit when assigning employees to work overtime. When the Employer elects to assign overtime work to employees, volunteers will be solicited to work the overtime in order of seniority with the first opportunity being given to the employee with the most continuous MEPS service.

Once the most senior MEPS employee has been offered voluntary overtime, the next voluntary overtime period will be offered to the next most senior employee.

This procedure for voluntary overtime will continue until the most junior employee has been offered the first opportunity for voluntary overtime. At this point the first opportunity goes to the top of the seniority list, and again begins with the most senior person being offered the first opportunity.

If this method does not provide sufficient people, an employee may be required to work overtime on rotating basis with the first opportunity being assigned to the employee based on inverted seniority (i.e.. the person with the least continuous MEPS civilian service). On each subsequent occasion when overtime is required, it shall be assigned

based on inverted seniority, the selection process proceeding with the employees considered on an ascending rotational basis until all qualified employees have worked overtime, at which time the selection process will revert to the least senior employee.

Section 5

Employees required to work on Saturdays will be paid overtime pay, Employees may request from their supervisors to work an Alternate Work Schedule in lieu of overtime.

However, supervisors may deny the request based on mission requirements.

Section 6

Compensatory Time - Employees can have compensatory time off from their scheduled tour of duty instead of payment for payment for an equal amount of time spent in irregular or occasional overtime work. Compensatory time worked must be approved in advance by the employee's supervisor and administered in accordance with paragraph 020208. Compensatory time may be earned by an employee in any one pay period is limited to the number of hours for which there would otherwise be an entitlement to overtime compensation before reaching the limitation on total pay period earnings (37 Comp. Gen. 362)(ref p). Compensatory time off must be granted to an employee within reasonable time after the overtime is worked. The employee will be required to monitor their overtime and use their compensatory time off by the end of the 26th pay period after that in which overtime was worked.

ARTICLE 9
EXAMINATION OF PERSONNEL FILES

Section 1

An employee shall have the right to examine their own personnel folder, except for such documents as the Office of Personnel Management regulations require not to be shown to the employee.

Section 2

It is the employee's responsibility to provide the servicing Civilian Personnel Office with information regarding qualifications, training, schooling, experience, etc., so that employee's Official Personnel Folder may reflect current information. The Employer and the Union encourage each employee to provide this up-to-date information.

ARTICLE 10
EQUAL EMPLOYMENT OPPORTUNITY

Section 1

(a) The MEPS and the Union acknowledge their mutual responsibility for ensuring that no one who has authority to take, direct, recommend or approve any personnel action, or to influence, directly or indirectly, anyone in the taking, directing, recommending or approving of any personnel action, shall discriminate for or against any employee on the basis of race, color, religion, sex, or national origin, as prohibited under the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; on the basis of age, as prohibited under the Age Discrimination in Employment Act of 1967, as amended by the Fair Labor Standards Amendments of 1974; on the basis of sex as prohibited under the Fair Labor Standards Amendments of 1938; on the basis of a mental or physical handicapping condition under the Rehabilitative Act of 1973; or on the basis of marital status or political affiliation as prohibited under any law, rule, or regulation.

(b) The parties agree to promote the full realization of equal employment opportunity through a continuing affirmative action program.

Section 2

The Employer agrees to furnish to the Union, on request, statistical information with respect to employment by reference to minority group and sex, to the extent permitted by law or regulation.

Section 3

Grievances/complaints brought under this article shall be prosecuted, at the option of the employee, under the negotiated grievance procedure or the applicable statutory EEO appeal procedures, but not both. An employee shall be deemed to have exercised his/her option under this section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure. Whichever occurs first. Discussions between an employee and an EEO counselor will not preclude, an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

ARTICLE 11
HEALTH AND SAFETY

Section 1

The promotion of a safe and healthy work place is in the best interest of the employees and the parties. The Employer will maintain a Safety and Health program in accordance with PL 91.596. E.O. 12196 and 29 CFR 1960. All employees therefore are encouraged to communicate, not only to their supervisor but also to the Safety Officer and/or the Union, any comments which will contribute to the furtherance of the program. Employees will be alert to possible safety hazards at their work locations and will immediately call such hazards to the attention of the individual in charge who will initiate the appropriate action to correct the matter.

Section 2

- (a) A Union safety representative shall be given the opportunity to accompany the Safety Officer on formal safety inspections in accordance with E.O. 12196. The Union shall designate in writing one safety representative who will make these inspections.

- (b) A Union representative will be placed as the representative of the Bargaining Unit on the MEPS Safety and Health panels, programs, committees, and councils under MEPS jurisdiction.

Section 3

The Employer will ensure response to employee reports of unsafe or unhealthy working conditions. Reports will be made in writing to the Safety Officer and will be signed. In cases where an imminent danger exists (a condition or practice which could reasonably be expected to cause death or immediate serious physical harm) the report may be verbal. Responses to reports of imminent danger situations will be made promptly and the Employer may require an inspection. For other reports, determination as to whether there are reasonable grounds to investigate the report will be made within five (5) working days. If an inspection is made and a written report developed, a copy of the report shall be provided to the employee who made the initial report to the Safety Officer. One copy of the report will be provided to the union.

Section 4

The Employer will abate in a prompt manner all unsafe and unhealthful conditions of work within its control. Further, the Employer agrees that when necessary, because of conditions beyond its control as a lessee it will actively seek abatement from the lessor in accordance with 29 CFR 1960.

Section 5

One copy of each report relative to an accident forwarded to the Office of Federal Employees Compensation will be furnished to the injured employee upon his or her request.

ARTICLE 12
TOOLS AND EQUIPMENT

Section I.

The Employer will assure access to available equipment necessary for the performance of assigned duties. The Union agrees to assist the Employer in efforts to reduce costs by encouraging employees to observe proper procedures for the care and maintenance of equipment.

Section 2

The Employer shall provide adequate locker facilities for employees consistent with space and procurement limitations.

ARTICLE 13 WORK HOURS

Section 1

The basic workweek shall consist of forty hours spread over a maximum of five consecutive eight hour days exclusive of the lunch period. These five days shall be Monday through Friday, when possible. The basic workweek will be the period for which an employee is paid straight - time pay rate.

Section 2

Each employee is authorized one fifteen minute rest break during each one - half period of the normal workday for the employee. Additionally, one fifteen minute rest break is authorized within each four consecutive hour period of overtime worked. Employees shall be allowed to take the rest break away from the immediate worksite. When breaks are taken, the supervisor will be advised of the absence. If an employee is required to occasionally work through a break, every effort will be made to reschedule that break.

Section 3

- (a) Every employee shall be entitled to a one-half hour lunch break, without compensation. The employee may leave the worksite during this period. Once a quarter, all employees in the Unit will have a common lunch period, which will be scheduled on MEPS training day.
- (b) In an effort to minimize the adverse impact of a 30 – minute lunch break within the medical section during the noon peak applicant processing time frame, medical personnel will forgo a lunch break until the end of their workday. The concession allows medical personnel to depart the workplace 30 minutes before the end of the scheduled workday.
- (c) The Commander may authorize employees within other sections to forgo a lunch break until the end of their workday based on mission necessity.

Section 4

Work schedules shall be posted covering a minimum of one-pay period (2 weeks). Work schedule changes, if any, shall be accomplished in conformance with 5 CFR 610. No change to the regularly scheduled administrative workweek will be made after the commencement of that work week unless a situation arises to ensure mission accomplishment.

Section 5

Supervisor's are authorized to use alternate work schedules (AWS) for their employees based on mission requirements. AWS program permits a variety of flexible work schedules under Title 5, United States Code, Chapter 61, subparagraph II (reference b).

(a) Flextime is a flexible work schedule that splits the tour of duty into 2 distinct kinds of time – core hours and flexible hours. Under any flextime schedule, an employee must be at work on approved absence during core hours and must account for the total number of hours he or she is scheduled to work.

(b) Flexitour is a work schedule in which an employee, having once selected starting and stopping times within the flexible hours, continues to adhere to these times. Further opportunities to select different starting and stopping times may be provided subsequently by the employing activity.

ARTICLE 14
ANNUAL LEAVE

Section 1

All employees are entitled to use annual leave, as they deem necessary. It is the intent that all employees are given an opportunity to take leave without unduly reducing the size of the work force present for duty.

Section 2

- (a) Requests for leave shall be submitted no later than the 31st of January for the following month period beginning 1 March. Requests submitted subsequent to these for leave will receive consideration secondary to those requests previously submitted and approved. Using these requests, the Employer will have posted in each section not later than 15 February the approved projected leave schedule for the bargaining unit members of the respective section.
- (b) Application for leave (Standard Form 710) is required two weeks before any scheduled or projected leave.
- (c) Conflicts resulting from requests for the same leave periods shall normally be resolved in favor of the employee, who submitted and received approval for leave on the SF 710 first.
- (d) Incidental leave requests of ½ day or more shall normally be submitted no later than 24 hours before its use.
- (e) Failure to secure proper approval may result in the time being charged as absence without leave.
- (f) A rotating schedule will be established for the Thanksgiving and Christmas holiday seasons to ensure fairness over time.

Section 3

A liberal leave policy shall exist for emergency reasons.

Section 4

If an employee does not have sufficient accumulated annual leave to their credit, the commander may advance annual leave, which is expected to accrue during the current year. Advance annual leave must be requested in writing by the employee before its use. If it is not approved, the request will be returned to the employee with the reasons for disapproval.

Section 5

Any employee applying for leave, which occurs on a religious holiday, associated with the religious faith of the employee should normally be granted such leave.

ARTICLE 15
SICK LEAVE

Section 1

Employees shall accrue and be granted sick leave in accordance with applicable statutes and regulations.

Section 2

Employees have the right to make appointments for medical, dental, surgical, and optical examinations and treatment. Absence for such purposes shall be requested and approved in advance of the appointment on a Standard form 71. If disapproved for mission purposes, the employee will be provided the reason and will be allowed to reschedule the leave. Prior approval of sick leave shall not be required in cases of sudden illness and under emergency conditions but upon return, the employee must complete a Standard Form 71. Available sick leave shall be approved for such purpose.

Section 3

Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three consecutive workdays, except in individual cases if there

Section 4

Determinations of sick leave abuse will recognize individual situations and circumstances, with the objective of fair and equitable treatment of employees.

Section 5

All cases requiring medical certification shall be reviewed by the immediate supervisor for the purpose of determining whether the requirement can be eliminated. Such review shall take place six months from the date of imposition of the requirement. The employee shall consider the requirement to verify leave usage lifted, if the employee does not receive written notice to the contrary at the expiration of the six-month period set forth in this section. Any permanent medical condition or handicap will not be the basis for sick leave certification, except in individual cases if there is reason to believe the employee is abusing sick leave privileges.

Section 6

Supervisors who are aware of medical information concerning employees should take particular care to keep such information confidential. Employees should inform supervisors of any existing medical conditions for the purpose of avoiding misunderstandings or placing employees, if possible, in duties that they cannot perform.

Section 7

Sick leave may be advanced to an employee upon individual request not to exceed 30 workdays 240 hours duration at any time. All available accumulated sick leave to the employee's credit must be exhausted before its use, and must always be supported by a medical certificate signed by a registered practicing physician or other licensed practitioner.

ARTICLE 16
ADMINISTRATIVE LEAVE

Administrative leave will be granted to employees who are Union officials and/or Stewards for the purpose of attending AFGE sponsored training or other Labor Management training, provided the subject matter of such training is of mutual concern to the Employer and the Union. Total administrative leave for this purpose will not exceed 50 hours per year. A written request for administrative leave will be submitted at least 21 days in advance by the Union President to the employer. The request will contain information about the duration, purpose, and nature of training. Administrative leave for this purpose will not exceed 40 hours for any one employee within a twelve month period. The employer will exercise a liberal annual leave policy for training requests in excess of these established time frames,

ARTICLE 17
LEAVE WITHOUT PAY

Employees may be granted leave without pay in accordance with applicable laws and regulations. The Employer agrees to consider granting leave without pay to employees selected by the Union to attend Union Conventions and Conferences. When approved by the Employer, a Union Officer or Representative may be carried in a leave without pay status for the purpose of serving with the AFGE, AFL-CIO or their affiliates. An employee on authorized leave without pay shall retain benefits and rights provided by applicable laws and regulations.

ARTICLE 18

CONTRACTING OF WORK

Section 1

When reviewing work for cost efficiencies under provisions of OMB Circular A-76:

(a) Management will notify the president or vice president of the Union when an element of work currently done exclusively by bargaining unit employees is approved for review. Such notification will occur prior to the announcement to the general workforce.

(b) Management will notify the Union on the date and time bids are to be opened which will have been submitted in response to an announced solicitation in conjunction with a formal A-76 review

Section 2

If requested by the Union, Management will make available to the Union information upon which the cost comparison study was made. Such information will be limited to that which is releasable to the general public and will be made available at the time it has been cleared for release.

Section 3

Management will inform the Union of the results of cost analysis made under provisions of OMB Circular A-76 prior to releasing the results to the general workforce when the results concern work performed exclusively by unit employees. The Employer agrees that the Union may have a representative present at meetings held to inform affected bargaining unit employees of a decision to contract out work exclusively performed by those employees.

ARTICLE 19
REDUCTION-IN-FORCE

Section 1 - Definition

A reduction-in-force occurs when the Employer releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release the employee. Reductions-in-force do not include the reclassification of a position other than as provided in RPM Chapter 351, Subchapter 3-5(c), resulting in a downgrade even though reduction-in-force procedures may be used in those situations.

Section 2 - Statement of Principles

When the Employer becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means such as reassignment, training, attrition, and positive placement efforts.

Section 3 - Notification

(a) Affected employees are entitled to not less than 30 full days notice, and normally not more than 90 days, but longer notice of up to 180 days may be utilized in unusual cases.

(b) The Employer will notify the President of the Union of impending reduction-in-force at the earliest possible date in order to permit impact and implementation bargaining. Bargaining shall not delay the conduct of the reduction-in-force in those cases where higher headquarters have established a firm date for its conduct. The period of notice will normally be at least 45 calendar days, but up to 180 calendar days may be given attendant to the circumstances of the situation prior to the effective date.

Section 4 - Documentation

Following notification of a reduction-in-force, the Employer shall furnish to the Union, upon request, any relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act limitations.

Section 5 - Effective Date

The Employer shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective date of the action, the employee's service computation date, the competitive level, and competitive area. It shall state why any lower standing employee is retained in his or her competitive level. An extra copy of this notice will be given to the employee should he/she desire to have Union representation.

Section 6 - Offer of Position

The Employer will comply with FPM 351 in making a best offer of employment to each employee adversely affected through implementation of the reduction-in-force procedures. The offer, if made, shall be of a position as close as possible to, but not higher than, the current grade of the affected employee, and the position shall be within the employee's competitive area.

Section 7 - Response to Offer

Employees shall respond to the best offer of employment in another position, in writing, within ten (10) calendar days after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer.

Section 8 - Competitive Levels and Retention Registers

The Employer shall establish or cause to be established competitive levels and retention registers in accordance with applicable laws and regulations. The Union and the affected employee shall have the right to review competitive levels and retention registers as may be applicable to the employee. All lists, records, and information pertaining to a reduction-in-force shall be maintained by the Employer in the servicing Civilian Personnel Office for at least one (1) year following the effective date of the reduction-in-force.

Section 9 - Separation

The Employer will make an effort to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. Employees for whom no positions are found are entitled to be counseled by a representative of the Employer on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.

Section 10 - Waiver of Qualification

In accordance with applicable regulations, when the Employer is unable to offer an assignment, the Employer may waive qualifications of employees who will be separated due to reduction-in-force, for vacant positions which do not contain selective placement factors, provided the Employer determines the employee is able to perform the work in the comparable position without undue interruption to the mission of the Employer and the employee meets any OPM - established minimum education requirements.

Section 11 - Information to Employees

The Employer shall provide available information to employees, upon their request, about reduction-in-force.

Section 12 - Retirement

Prior to and during the reduction-in - force, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision, but the Employer will freely advise the employee of any prospective retirement rights.

Section 13 - Competitive Area

The competitive area will be the Pittsburgh MEPS.

ARTICLE 20

DISCIPLINARY AND ADVERSE ACTION

Section 1

(a) A disciplinary action is any action taken by Management to correct and employee's deficiencies in conduct. Such actions may range from an admonishment through reprimand, suspension, reduction in grade or pay, to removal from the service.

(b) An adverse action is an action which reduces an employee's basic pay or grade, which involuntarily places him or her in a non – pay, non – duty status for more than 14 calendar days. which separates him or her from the Federal Service, or which furloughs an employee without pay for thirty days or less.

Section 2

Disciplinary and adverse actions will only be taken for just cause and will be in accordance with the terms of this agreement and governing law and regulations. Disciplinary and adverse actions will be taken in a reasonable period of time, attendant to the circumstances of the individual case which is the basis for the action.

Section 3

At any meeting initiated by Management to examine an employee in connection with an investigation which the employee believes may result in disciplinary action being taken against that employee, the employee may request representation at the meeting by a Union representative.

Section 4

A notice of proposal disciplinary action which suspends or removes an employee or any proposed adverse action against an employee shall be in writing and shall inform the employee:

(a) Or the specific reasons for the proposed action:

- (b) Of the name of the deciding official to whom the employee may respond;
- (c) That the employee may answer orally and/or in writing and may submit affidavits, other written statements, and documentary evidence in support of that answer;
- (d) That the employee may be represented by an AFGE representative or another representative of the employee's choosing, except in cases when the negotiated grievance procedure is utilized, in which case only an AFGE representative may be used;
- (e) That the employee shall be granted seven (7) calendar days to review and copy all material relied on to support the reasons in the proposal and to prepare an answer to the proposal;
- (f) Of the date, as established in the Federal Personnel Manual and 5 Code of Federal Regulations, that the answer must be submitted to the deciding official, unless otherwise extended by the deciding official upon the request of the employee;
- (g) That the employee has the right to consult with the servicing civilian personnel office regarding the proposed action; and
- (h) That the employee will be provided a written decision within thirty (30) calendar days of his or her reply due date except in cases where circumstances warrant further consideration.

Section 5

The written decision provided to the employee by the deciding official shall;

- (a) Give effect to modify, or withdraw the proposed action, but will in no case increase the severity of the action;
- (b) State the specific reasons supporting the decision; and
- (c) Inform the employee of his or her right to grieve the decision of the deciding official in accordance with the negotiated grievance procedure established by this agreement or appeal to the Merit Systems Protection Board as applicable.

Section 6

The Employer will provide the employee with an extra copy of the decision upon request.

ARTICLE 21
GRIEVANCE PROCEDURES

Section 1

The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This is the exclusive procedure for resolving grievances.

Section 2

A grievance is any complaint:

- (a) By any employee or the Union concerning any matter relating to the employment of the employee; or
- (b) By an employee, the Union or the Employer concerning the interpretation or a claim of breach of this Agreement or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

Section 3

The following matters are excluded from coverage under this Article:
Any claimed violation or prohibited political activities in violation of Subchapter 11 or chapter 73 of Title 5, USC:

- (a) Retirement, life insurance, or health insurance:
- (b) A suspension or removal for national security reasons under section 7532, Title 5, USC:
- (c) Any examination, certification, or appointment:
- (d) The classification of any position which does not result in the reduction in grade or pay an employee:
- (e) Termination or separation of probationary and temporary employees:
- (f) Termination of temporary promotion;
- (g) Reduction-in-Force:
- (h) Non-adoption of suggestions or disapproval or honorary or discretionary awards:
- (i) Oral admonitions and warnings: and
- (j) Proposed disciplinary actions, which, if effected, would be grievable.

Section 4

(a) The following actions may be filed under their applicable statutory appeal procedure or the negotiated grievance procedure, but not both:

- (1) Actions based on unsatisfactory performance (5 USC 4303);
- (2) Adverse actions (5 USC 751 2); and
- (3) Discrimination (5 USC 2302 (b) (1)).

(b) An employee shall be deemed to have exercised his or her option under this section when he or she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under this negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

Section 5

The only representative an employee may have under this procedure is a Union Representative. An employee may pursue a grievance without Union representation, but any adjustment must be consistent with the terms of this Agreement. The Union must be given an opportunity to be present at any time an adjustment is offered.

Section 6

Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis. Efforts should be made by each party to settle all grievances at the lowest possible level. Employees and/or their representative are encouraged therefore to discuss issues of concern to them informally with their supervisors. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation.

However, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance or loyalty. Reasonable time during work hours will be allowed for employees and/or union representatives to discuss, prepare for and present Grievances, including attendance at meetings with management officials concerning the grievances.

Section 7

The following steps will be followed when a grievance is initiated:

(a) Step 1. An employee and/or the Union shall present the grievance to the immediate or acting supervisor in writing with fifteen (15) calendar days of the date that the employee or Union became aware or should have become aware of the act or occurrence giving rise to the grievance. The grievance must state in detail the basis for the grievance and the corrective action desired. The immediate or acting supervisor will reasonably attempt to resolve the grievance immediately but must meet with the employee and the Union representative, if any, and provide a written answer within seven (7) calendar days of receipt of the grievance. When applicable, the written answer will state the reason the supervisor is unable to resolve the issue at his or her level.

(b) Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall, if pursued, be presented to the section head, in writing, within seven (7) calendar days of the Step 1 supervisor's decision. The section head shall meet with employee and his or her union representative if any, and provide an answer in writing within seven (7) calendar days.

When applicable, the written answer will state the inability of the section head to resolve this issue at his or her level.

(c) Step 3. If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union may submit the grievance to the Commander, in writing, within seven (7) calendar days of receipt of the decision of Step 2. The Commander will meet with the aggrieved employee and the union representative, if any, to discuss the grievance and, will render a decision, in writing, to the aggrieved party within fifteen (15) calendar days.

Section 8

Institutional grievances between the Employer and the Union shall be filed by the aggrieved party as follows:

(a) Within fifteen (15) calendar days of the act or occurrence giving rise to the grievance or when the parties became aware or should have become aware of the act or occurrence. The aggrieved party may file a written grievance with the other party.

(b) A Union grievance will be submitted by the President of Local 1627 to the MEPS Commander. An Employer grievance will be submitted by the Commander to the President of Local 1627.

(c) Upon receipt of a grievance the parties will communicate with each other in an attempt to resolve the grievance. A final written decision, including any position on grievability or arbitrability must be rendered by the respondent within thirty (30) days of receipt of the grievance. If a decision is not issued in thirty (30) days or if the grieving party is dissatisfied with the decision, the grieving party may proceed to arbitration in accordance with Article 22.

Section 9

Time limits established by this negotiated grievance procedure may be extended by mutual consent of the parties. Failure of the Employer or the Union to observe the time limits established herein shall entitle the other party, in the absence of an approved request for extension, to advance the grievance to the next step of the procedure. Failure by an employee to pursue a grievance at any step in this article within the time limits established will, in the absence of an approved request for extension, result in the termination of the grievance.

Section 10

Multiple grievances over the same issue may be initiated as either a group grievance or as single grievance at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.

Section 11

Claims of non-grievability asserted by any party must be made in writing to the grieving party no later than the final decision rendered to that party by this procedure.

ARTICLE 22
ARBITRATION

Section 1

Arbitration shall be available under this agreement only with respect to a grievance or dispute within the scope of the negotiated procedure, which is not settled to the satisfaction of either party at the final stage of the grievance/dispute procedure set forth in Article 21 of this agreement.

Arbitration may be invoked only by the Employer or the Union.

Section 2

If either party desires to submit such grievance or dispute to arbitration, it shall, within fifteen (15) work days after receipt of the final decision, notify the other party in writing of such desire and set forth in such notice a statement of the issues it wishes to present to arbitration and the remedy sought.

Section 3

Within seven (7) calendar days after receipt of such notice the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list to agree upon one of the listed arbitrators. If the parties cannot mutually agree on one of the listed arbitrators, the parties will alternately strike one name from the list until one name remains. A coin flip will determine who will strike names first. The remaining named person shall be the duly selected arbitrator.

Section 4

All arbitrators' fees and expenses shall be borne equally by the parties. Travel and per diem (exclusive of professional fees) of the arbitrator will be paid at not more than the maximum rate payable to DoD employees under the Joint Travel Regulations. Costs of witness not employed at the Pittsburgh MEPS shall be borne by the party requesting the appearance of said witness.

The grievant and one Union representative will be entitled to official time for participation in the arbitration hearings. Overtime will not be authorized or paid. The cost of transcripts, if requested, shall be borne by the requesting party. Hearings shall be held during the regular day shift hours of the basic workweek in facilities provided by the Employer.

Section 5

The arbitrator will be requested to render his decision as quickly as possible.

Section 6

Questions as to the grievability and arbitrability of any grievance submitted to arbitration pursuant to this agreement shall be presented as issues for the arbitrator's determination.

Section 7

The arbitrator shall have the authority to interpret and apply only the applicable provisions of this Agreement. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this Agreement: as such right is the sole prerogative of the contracting Parties.

Violation of procedural provisions require reversal only if the error could have affected the decision.

Section 8

Except for those instances when exception to the decision of the arbitrator is sought with the Federal Labor Relations Authority, the arbitrator's decision(s) shall be final and binding and the remedy shall be effected in its entirety no later than thirty (30) days following the issuance of the decision.

Either party may file an exception to the arbitrator's award with the

Federal Labor Relations Authority pursuant to applicable regulations. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures

ARTICLE 23
OFFICERS AND STEWARDS OF THE UNION

Section 1

A Union Steward from the Bargaining Unit will be assigned by the Union to ensure ready accessibility of the Union to employees.

Section 2

Official time will be granted to any Union Officer and/or Steward employed by the Employer, authorizing him or her to leave the work area, without charge to leave or loss of pay, after obtaining supervisory approval, to bring about prompt disposition of complaints and grievances in accordance with the provisions of this agreement. Reasonable time will be authorized as necessary to allow a Union representative, who is a member of the Bargaining Unit, to expeditiously bring about the resolution of a grievance or complaint. In order to account for the usage of official time, an Official Time Report (OTR) will be completed by the MEPS Union Steward/Officer and turned into his or her immediate supervisor. The OTR will reflect the amount of time used on Union activities for the representational function undertaken. The OTR will be initiated prior to leaving the work area and completed upon return to duty.

Section 3

The original point of contact for Union officers and the Steward employed by the Employer for the discussions of grievances/complaints or other matters pertaining to this agreement will normally be the lowest level supervisor. The original point of contact for Union Officers not employed by the MEPS for the discussion of grievances/complaints or labor relations matters pertaining to the Bargaining Unit will be the MEPS Labor Relations Officer (LRO)/Commander.

Section 4

Visiting Union officials, officers, or representatives of the National or Local office not employees of the MEPS shall check in at the Headquarters Section at the time of their visit.

Section 5

Use of existing telephone facilities by Union Officers and Stewards assigned to the MEPS is permitted for local calls for those activities for which official time would otherwise be granted. Long distance calls will be made from the Union office. Collect calls may be made over government telephone systems. Use of MEPS typewriter, if otherwise available, is authorized when the Union Officer and/or Steward assigned to the MEPS is on official time.

ARTICLE 24

BULLETIN BOARD

One half of the Civilian an Affairs Bulletin Board will be designated for the purpose of posting union business. The bulletin board will be located in the vicinity of the MEPS Command Bulletin Boards, which will be visible to all personnel.

ARTICLE 25

REGULATIONS

All regulations procured and maintained by the servicing Civilian Personnel Office pertaining to civilian employees will be available to the Union for review and consultation. Appointments for review are required. All Pittsburgh MEPS and USMEPCOM regulations will be available to the Union for review and consultation in the Headquarters Section.

ARTICLE 26
COPY OF AGREEMENT

The Employer will provide copies of this Agreement upon request to each employee on duty as of the effective date of this Agreement and to all unit employees entering on duty after that date. The Employer will provide the Local with 20 additional copies.

ARTICLE 27

UNION RECRUITMENT ACTIVITY

The Union may conduct membership-recruiting activity on Employer premises during off-duty work hours, subject to advance Employer approval.

ARTICLE 28

MANAGEMENT/UNION MEETINGS

The Union President and /or Steward will meet with the MEPS Commander and /or the Labor Relations Officer when necessary by mutual agreement. It is the intent of the parties that the principle attendees of such meetings shall be the Union President and the MEPS Commander. An agenda will be prepared by either party and submitted to the other not later than two (2) work days preceding the meeting date. In the absence of a proposed agenda, there shall be no requirement to meet. Responses to questions posed by either party, which are not answered during the course of the meeting, shall be made to the inquiring party in writing. Such response shall be made no later than ten (10) workdays following the meeting, unless additional time is necessary to respond.

ARTICLE 29
NEGOTIATIONS

Section 1 - General Negotiation Procedures

When either party requests negotiation in writing under the provisions of this article, the following procedures will govern negotiations:

- (a) Each team shall have as a minimum 2 members; however, the number of members on the Union negotiating team shall not exceed the number on the Management negotiating team.
- (b) Employee members of the Union negotiating team shall be entitled to official time while negotiating if they are members of the Pittsburgh MEPS bargaining unit.
- (c) If the parties reach an impasse, either may seek the service of the Federal Mediation and Conciliation Service. When such mediation does not resolve the impasse, either party may seek the services of the Federal Service Impasse Panel. After bargaining in good faith to a bonafide impasse, regardless of whether the services of the Impasse Panel are timely invoked, Management will implement their proposed change without unreasonable delay in order to comply with law or when such delay will adversely affect mission accomplishment.
- (d) Agreements reached through negotiations conducted in accordance with this article shall become effective on the date of approval by Headquarters USMEPCOM or on the thirty first (31st) day after signature by the Commander if approval or disapproval has not been given by Headquarters USMEPCOM.

Section 2 - Impact and Implementation Negotiations

If the employer proposes to make changes to an established policy or to implement any new policy during the life of the agreement relating to or affecting working conditions, personnel policies or practices, the Union President or designee will be given written notice of the proposed change. The Union will have ten (10) calendar days from receipt of the written notice to make comments and/or request Impact and Implementation negotiation on the proposal.

Negotiation will commence within (10) calendar days after receipt by the Employer of the written request by the Union.

Section 3 - Midterm Bargaining

a. Either party may request modification of the agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision desired and may be given not later than one hundred eighty (180) calendar days prior to the termination date of this agreement. With this notice, the requesting party will also provide the other party with written proposals concerning the desired modifications. Discussion will be limited to those issues for which written proposals have been received. The conference shall be convened within thirty (30) calendar days of the date of receipt of such notice. There shall be no more than one (1) such reopening during the life of the contract by each party, except by mutual consent of the parties.

b. Within a reasonable time after the enactment of any new law, which requires changes to the provisions of this agreement, either party may request modification of this agreement. It is the intent of the parties that a reasonable time shall be within sixty (60) days of the enactment of the law to the extent the parties become aware of the need for the change by that date. With that knowledge, the parties will meet and negotiate such required changes.

c. Amendments and supplements to this agreement, when becoming effective, shall merge with the terms of this agreement and become an integral part of the agreement. They shall remain in full force and effect for the remaining effective life of this agreement.

ARTICLE 30
DURATION OF AGREEMENT

This agreement shall become effective on the date of approval by Headquarters USMEPCOM or on the thirty first (31st) day after signatures by the Commander if approval or disapproval has not been given by Headquarters USMEPCOM. This agreement will remain in full force and effect for three (3) years from its effective date, and automatically renew itself from year to year thereafter. However either party may give written notice and a list of proposals to the other party not more than 120 or less than 90 calendar days prior to the expiration date of its intention to reopen, amend, modify, or terminate the agreement.