

AGREEMENT

BETWEEN THE

SOUTH CENTRAL CIVILIAN PERSONNEL
OPERATIONS CENTER

DEPARTMENT OF THE ARMY

and the

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES

LOCAL 1858

REDSTONE ARSENAL, ALABAMA

Effective:

June 2, 2003

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ARTICLE I

PREAMBLE

Section 1. Parties.

Pursuant to the policy set forth in Title 5, U.S. Code, also known as Public Law 95-454 (the Civil Service Reform Act of 1978 and the Federal Service Labor Management Relations Statue) and subject to all applicable statutes and regulations issued by the Office of Personnel Management and the Department of the Army (DA), this Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitutes a total Agreement and is entered into by and between the South Central Civilian Personnel Operations Center (SC CPOC), hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE), Local 1858, hereinafter referred to as the Union; for employees in the described unit, hereinafter referred to as Employees.

Section 2. Intent and Purpose.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal Service and the well being, dignity, and respect for Employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This Agreement reflects the Parties' consensus relative to personnel policies, practices, procedures, and matters affecting other conditions of employment; and provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union and Employees.

Section 3. References.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation will be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 2

RECOGNITION AND UNIT DESIGNATION

Section 1. Exclusive Representation.

The Employer recognizes the Union as the exclusive bargaining representative of employees in the unit defined below per Federal Labor Relations Authority Amendment of Recognition/Certification, Case No. AT-RP-00068, 10 Aug 01.

Section 2. Unit Description.

INCLUDED: All non-professional employees employed with the Office of the Assistant Secretary, Manpower and Reserve Affairs, Civilian Personnel Operations Center, South Central Region, Department of the Army, Redstone Arsenal, Alabama.

EXCLUDED: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112 (2), (3), (4), (6), and (7).

ARTICLE 3

AGREEMENT

Section 1. Agreement.

Subject to approval of Department of Defense, this Agreement shall be binding after signature of the President, Local 1858, AFGE and the Director, South Central Civilian Personnel Operations Center.

Section 2. Duration, Renewal, and Termination.

This Agreement shall remain in force for three years from the date of approval and from year to year thereafter unless either party shall notify the other party, in writing, of a desire to terminate or renegotiate this Agreement. A request to terminate or renegotiate can be submitted no sooner than 90 calendar days prior to the expiration date, or to any subsequent annual anniversary date. This Agreement will be extended until the new or revised agreement is approved.

Section 3. Amendment to Agreement.

Any Amendment to the Agreement shall be as follows:

a. Where 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 shall be made by either party at any time. The nature of the desired revision and reasons therefor shall be given by the sponsoring party with a required response within 30 days to renegotiate the portion of the Agreement affected. Amendments shall be binding after signatures of parties subject to approval by Department of Defense.

b. If either the Union or the Employer desires to renegotiate a specific Article or Articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of their decision to agree or disagree to renegotiation of the proposed Article or Articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place within 45 days.

Section 4. Distribution of Agreement.

The Employer will post the agreement on the SC CPOC electronic information system. The Employer will make available a copy of the Agreement for each employee to read upon request. The Employer will furnish the Union 25 hard copies and 10 CD ROMs in PDF format of the Agreement.

ARTICLE 4

PROVISIONS OF LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, except for those matters specifically excluded by statute, the Union, and the Employer are governed by existing or future laws of appropriate authorities, involving conditions of employment or the interpretation and application of agency policies, regulations, and practices not specifically covered by this Agreement.

ARTICLE 5

LABOR-MANAGEMENT RELATIONS

It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and the Employer at every level as appropriate.

ARTICLE 6

EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Laws and Regulations.

The Employer retains all of the management rights prescribed in 5 USC 7106(a), Federal Service Labor-Management Relations Statute. The Employer agrees to comply with provisions of this Agreement, which have been appropriately negotiated under 5 USC 7106(b). Nothing in this Agreement shall be interpreted to affect the authority of any management official to exercise such rights.

Section 2. Discrimination/Favoritism.

The Employer will assure that there will be no discrimination or favoritism in the selection, reclassification, downgrade, promotion, or reassignment of employees as defined by law and regulation.

Section 3. Union Representation.

The Employer will recognize representatives of the Union in accordance with this Agreement, Public Law 95-494, and other applicable laws and regulations. The Employer shall annually inform all employees of their right to Union representation at any examination of any employee in the unit by a representative of the Employer 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. Notification.

The Employer shall notify the Union of all proposed changes in personnel policies that significantly affect employees in the unit. This will normally be done at the earliest possible date prior to the effective date to provide an opportunity for the Union to consult and/or negotiate if appropriate.

ARTICLE 7

UNION RIGHTS AND OBLIGATIONS

Section 1. Union Representation.

The Union has the exclusive right to represent all employees of the unit in consultations/negotiations with the Employer on matters regarding personnel policies, practices, or other matters affecting working conditions. As a condition of this right of exclusive recognition, the Union accepts responsibility for and agrees to represent in good faith the interests of all employees in the unit.

Section 2. Changes.

The Union will have the right to be notified in advance at the earliest possible date prior to employees being officially notified of any changes in working conditions.

Section 3. Formal Discussions.

The Union shall be included at formal discussions between the Employer and employees concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.

Section 4. Notice.

In all cases of proposed disciplinary or adverse action against any employee in the unit, the employee is responsible, if the employee chooses to notify the Union of such proposed adverse action. The basic procedures and rights of employees, as described in appropriate regulations, shall apply in handling disciplinary actions and appeals.

ARTICLE 8

EMPLOYEE RIGHTS

Section 1. Participation.

Employees shall have the right freely and without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from such activity.

Section 2. Rights.

Employees shall have the right freely and without fear of penalty or reprisal to discuss during normal working hours with their supervisor or Union representative any matters affecting their duties, working conditions, and employment status. It is also understood that no official of management or the Union shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee, witness, or his representative for appearing, testifying, or furnishing evidence in connection with any activity allowed under this Agreement, Public Law 95-454, and Executive Order cited in this Agreement.

Section 3. Representation.

Employees have the right to be represented by an attorney or other representative, other than the Union, and of the employees' own choosing in any appeal action in accordance with 5 USC 7114(a)(5).

Section 4. Membership.

Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization.

Section 5. Discipline/Discrimination.

The Employer shall not discipline or discriminate against any employee because he has filed a complaint or given testimony under 5 U.S.C. Section 7116 of the Federal Service Labor-Management Relations Statute.

ARTICLE 9

NOTIFICATION AND CONSULTATION/CONFER

Section 1. Changes.

The Employer will not unilaterally change any provision of this Agreement, which substantially impacts working conditions without notifying the Union and providing the Union an opportunity to bargain in accordance with law and regulation. The Employer will afford the Union 10 workdays from notification to request consultation/negotiation. In the absence of a response from the Union, the proposed change will be implemented without further consultation.

Section 2. Consultation.

Consultation as used in this Agreement shall be defined as a face-to-face meeting between the Director, SC CPOC or designee and the Union President or designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation but, whenever possible, shall take place prior to the proposed event. Nothing in this Article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters. The designee by the Director, SC CPOC or Union President must be placed in writing.

Section 3. Discussion.

It is recognized that certain matters involving working conditions have not been specifically covered in the Agreement, but this does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not otherwise covered by this Agreement.

Section 4. Views/Recommendations.

The Employer shall consider views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented and provide the Union a written statement of its decision on the matter at the earliest possible when requested by the Union.

ARTICLE 10

PARTNERSHIP

The Employer and the Union are encouraged to meet as necessary for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not otherwise covered by this Agreement.

ARTICLE 11

UNION REPRESENTATION

Section 1. Elected and Appointed AFGE Local 1858 Union Officials.

- a. The Employer agrees to recognize the elected Officers, appointed Vice Presidents, Union representatives and agents, and Stewards of the Union. All elected Officers and appointed representatives will hereinafter be referred to as Union Officials.
- b. The Union shall furnish to the Employer a list of names of all elected Officers and appointed SC CPOC representatives within 20 working days after the effective date of this Agreement. Changes to the list will be furnished within 10 working days after any new or changed personnel assignments.
- c. In the event an Official is transferred or promoted by official Notification of Personnel Action (NPA) out of the bargaining unit, the previous designation as a Union Official will be void.

Section 2. Performance of Union Duties.

- a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, Employer and Union representatives will:
 - (1) Meet informally to exchange information and resolve potential problems.
 - (2) Make every effort possible to resolve problems at the lowest organizational level.

b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union Officials because of the performance of Union obligations.

Section 3. Representational Duties and Official Time Use.

a. The Employer agrees that each SC CPOC employee who is designated as a Union representative shall be granted a reasonable amount of official time for representational purposes.

b. A Union Official's absence from official job duties will require that their supervisor be informed of the area or management official to be visited.

c. Union Officials requiring official time will consult with their supervisor concerning this representational requirement. Should the supervisor have an imperative or overriding need for the employee to remain at the work site, the supervisor shall inform the Union Official promptly as to when they will be able to leave their work site.

ARTICLE 12

INFORMATION REQUEST

Upon request from the Union, the Employer agrees to provide information that is normally maintained, reasonably available and necessary for representational purposes in accordance with 5 USC 7114. Such information maintained by the Employer will be provided within 10 calendar days. If the information cannot be provided within this time frame, the Employer will provide written notice to the Union stating the reason for the delay and an estimate of when the information will be provided.

ARTICLE 13

PAST PRACTICES

Section 1. Practices.

Past practices are defined as conditions of employment, not specifically covered in this Agreement, which are followed by both parties or followed by one party and known by the other party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

Section 2. Precedence.

Laws, OPM regulations, and this Agreement take precedence over past practices. Other past practices are binding upon the parties unless changed through the negotiation process.

Section 3. Existence.

The parties agree that no past practices exist at the time this Agreement is signed.

ARTICLE 14

GRIEVANCE AND ARBRITATION PROCEDURE

Section 1. General.

a. The purpose of this Article is to provide for a mutually satisfactory method applicable only to the bargaining unit for resolving grievances covered in Section 2 below. This is the exclusive procedure available to the Employer and the Union and the employees in the bargaining unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union.

b. Nothing in this Article is intended to deny any employee or group of employees in the bargaining unit the right to present grievances covered in Section 2 below to the appropriate level of management and have them adjusted without the intervention of the Union, as long as the adjustment is not

inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present. Upon request, the Union will be provided a copy of the written proceedings, if any.

c. An employee or group of employees filing a grievance under the provisions of this Article is assured of freedom from restraint, interference, coercion, discrimination, or reprisal.

d. An employee or group of employees filing a grievance under this Agreement can be self represented or represented by the Union or a representative approved in writing by the Union President.

e. When representing bargaining unit members, the Union agrees not to take a grievance outside this negotiated procedure until the provisions of this Agreement have been exhausted or the grievance is cancelled. Cancellation must take place before the grievance becomes formal.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, 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 grievants. When this procedure is utilized, the Union will provide the Employer in writing the names of all grievants involved.

g. If an employee, who has filed a grievance, resigns, dies, or is no longer a Federal employee before a decision is reached and there is no question of financial compensation involved, the grievance is null and void unless specifically provided for in another part of this Agreement. A notice of nullification will be signed by the parties and shall be made part of the official record.

h. Bargaining unit members, who are grievants, if in a duty status, will be allowed a reasonable amount of official duty time during their regular work hours for participation in the procedures of this Article. Witnesses, when called to participate during the grievance presentation, will be granted official duty time based on the same provision as the grievant. The employee will be allowed reasonable use of government office equipment and office supplies in the preparation of their grievance.

i. If the Employer and the grievant/Union mutually agree, an extension of time limits will be allowed. If the Employer does not adhere to the time limits specified in this Article for causes unrelated to the grievant's/Union's action or inaction, the grievant may escalate the timeliness issue to the next step deciding official of the grievance procedure. The grievant/Union must submit the timeliness issue to the next step deciding official along with a written statement explaining management's failure to comply with time limits, to include the identity of the management official involved. Disagreements that cannot be resolved by the parties as to whether or not the Employer's time limitations have been met or

exceeded may be referred to arbitration in accordance with Section 5 of this Article.

j. Electronic correspondence may be used in lieu of hard copy; however, it is incumbent upon the sender to verify receipt.

Section 2. Coverage.

a. The procedures set forth in this Article cover grievances over the interpretation, application, and/or violation of this Agreement; disciplinary and adverse actions; and the interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including the Office of Personnel Management which concern conditions of employment, as may be appropriate under applicable law. However, the procedures set forth in this Article do not cover matters expressly excluded by law and regulation; non-selection from an appropriately constituted referral list, if that is the sole issue; and those matters as may be excluded by provisions elsewhere in this Agreement.

b. Employees may file grievances concerning disciplinary actions (written reprimands or suspensions of 14 days or less), adverse actions and notice of decision concerning management directed reassignment, beginning with the third step of this grievance procedure. Grievances concerning these matters must be filed within 20 work days after receipt of the decision letter related thereto, or within 20 work days after the effective date of the action, whichever is later.

c. Unless excluded from coverage of this Article, employees, at their discretion, may file grievances related to adverse actions either under this negotiated grievance procedure or may appeal them under appropriate appellate procedures, but not both. An employee shall be determined to have exercised the option of filing under this grievance procedure or appealing the matter at such time as they file a timely grievance in writing at the third step of this procedure, or at such time as they file a formal complaint under the Equal Opportunity Administrative Procedure or a timely notice of appeal under appropriate appellate procedures, whichever occurs first.

d. An individual grievance cannot be filed under this procedure unless the resolution or the corrective action sought is under the control of the Director, SC CPOC; the employee is a member of the bargaining unit subject to this Agreement; the relief sought by the grievant is personal in nature; and the grievant can cite an Article of the Agreement, regulation, rule, and/or policy to include the paragraph that they consider to have been violated.

e. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration may be referred to an arbitrator in accordance with Section 5 of this

Article. If such a question arises, the grievance proceedings will be halted without prejudice to either party until a decision is received by the parties from the arbitrator, or if appealed, until final decision by appropriate authority.

Section 3. Employee Grievance Procedure.

a. First Step:

(1) The employee and/or their Union representative will advise the immediate supervisor (normally a Branch Chief or a Division/Office Chief), in writing, within 20 workdays after the act, or knowledge of the act, or specific incident giving rise to the grievance that the employee is instituting the negotiated grievance procedure. The written notification will be made by completing Part 1 of the GRIEVANCE NOTICE form at the end of this Article. The supervisor will acknowledge the request and set a time and date for a meeting. At the meeting, the employee and their Union representative, if any, must present (may be orally) the nature of the problem for resolution and the personal relief sought. Grievances resulting from continuing conditions may be presented at any time. Failure to adhere to the time limit may result in denial of the grievance if the aggrieved party causes the delay.

(2) If there is no question as to grievability or timeliness and the matter is within the scope of the supervisor's authority, an effort will be made to work out a mutually satisfactory adjustment. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the issues involved.

(3) The First Step supervisor will render a brief written decision to the grievant and their Union representative, if any, within 10 workdays after conclusion of the First Step discussion.

(4) If the employee is dissatisfied with the decision of the First Step supervisor, the employee will, within 10 workdays after the decision, provide a written notice to the First Step supervisor to advise of their desire to pursue the grievance further. The written notification will be made by completing Part 2 of the GRIEVANCE NOTICE form and attaching a copy of the First Step supervisor's decision. If the employee's immediate supervisor is a Branch Chief, the grievance will go to the Second Step of this procedure. If the employee's immediate supervisor is a Division/Office Chief, the grievance will go to the Third Step of this procedure.

b. Second Step:

(1) Upon receipt of written notice, the Employer will make arrangements for a discussion of the matter between the employee, their Union representative, if any, and the Second Step deciding official who will normally be a Division/Office Chief. The second step meeting will be scheduled as mutually agreeable to all parties. The employee and Union representative, if any, will be provided written notice of when and where the meeting will be held. The Employer will forward a copy of the meeting notice to the Union President. This meeting will be scheduled within 15 workdays after the date of receipt by the supervisor of the GRIEVANCE; NOTICE with Part 2 completed.

(2) The meeting will include, as a minimum, the Second Step deciding official, the Union representative, if any, and the grievant. Documents relating to the grievance and utilized by any party at this meeting shall be made available to the other parties, subject to legal, regulatory, or other restrictions (e.g., Privacy Act, etc.). Management and Union representatives will be permitted to question the grievant and any other attendees concerned with the case. The Second Step deciding official will provide a person from within their workforce to take notes and come as close as possible (within their capabilities) to recording verbatim testimony of witnesses during examination. An electronic tape recorder may be used by the person taking minutes of the testimony if agreeable to all parties. A copy of the notes from the Second Step meeting shall be provided to the Union at the time the Second Step decision is rendered. If the grievance is pursued to the Third Step, the notes shall be included as part of the package submitted to the Deputy Director, SC CPOC. The Second Step deciding official shall render a written decision, to include documentation and the basis for the decision within 15 workdays after the Second Step meeting. If the employee is dissatisfied with the decision of the Second Step supervisor, the employee will, within 10 workdays after the decision, provide a written notice to the Second Step supervisor to advise of their desire to pursue the grievance further. The written notification will be made by completing Part 3 of the GRIEVANCE NOTICE form and attaching copies of the First Step and Second Step supervisors' decisions.

c. Third Step:

(1) The supervisor receiving the employee's GRIEVANCE NOTICE will provide it to the Deputy Director, SC CPOC who will be the Third Step deciding official.

(2) After submission of the written grievance at the third step, the Union may present a one-page position paper to the Third Step deciding official. If desired, the Union will be allowed 15 minutes to orally brief the position

paper to the Third Step deciding official. The Union must initiate arrangements for the briefing within 10 workdays after submission of the written grievance at the third step. The grievant, other Union representatives, and other management officials will be excluded from this briefing. Any exceptions to this attendance will require the concurrence of both parties.

(3) The Deputy Director, SC CPOC will grant or deny the grievance. A copy of the decision will be furnished to the grievant/Union within 30 workdays after receipt of the GRIEVANCE NOTICE or completion of c(2) above. Any position paper presented at the third step shall be included in the Third Step decision package when returned to the grievant and the Union.

(4) If the decision of the Deputy Director, SC CPOC is not acceptable, the Union may refer the grievance to arbitration in accordance with this Agreement within 20 workdays following the employee's official receipt of the Third Step decision.

Section 4. Union-Employer Grievance Procedure.

Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner. The complaining party will notify the other party of the grievance in writing within 15 workdays after the act or specific incident giving rise to the grievance. Within 10 workdays of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party will so advise the other party in writing within 10 workdays after the most recent discussion. Within 20 workdays of this advice, the complaining party may request arbitration in accordance with Section 5 of this Article.

Section 5. Arbitration.

a. This procedure provides for the arbitration of grievability questions and unresolved grievances, which have been processed under the negotiated grievance procedure of this Article. Arbitration may be invoked by the Employer and/or the Union but not by the employee.

b. A request for arbitration by the Employer or the Union must:

(1) Be in writing and addressed to the or the Director, SC CPOC or the President, Local 1858, AFGE, as appropriate;

(2) Specify the nature of the grievance, including the specific portion of the negotiated Agreement, regulation, law, or policy;

(3) Specify the personal relief sought, and;

(4) Be submitted within 20 workdays following official receipt by the employee of the Employer's decision issued in accordance with Section 3 of this Article; or in accordance with Section 4 of this Article; or receipt of notice rejecting an issue for grievance or arbitration by either party in accordance with Section 2(e) of this Article.

c. No later than 20 workdays from the date of receipt of the written arbitration request, the party requesting arbitration will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five impartial persons qualified to act as arbitrators. The parties will share equally in payment of the FMCS fees for providing the list of arbitrators. The party requesting arbitration shall schedule a meeting within 20 workdays after receipt of this list to select an arbitrator. If the parties cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The determination of which party will strike the first name will be decided by the flip of a coin, winner's choice. The remaining name shall be the duly selected arbitrator. The requesting party will notify the arbitrator of the selection.

d. The arbitration hearing shall be held during regular hours of duty Monday through Friday. In accordance with applicable regulations, the aggrieved employee, his representative, and necessary employee witnesses shall be in a pay status, if otherwise in a duty status, without charge to leave while participating in the arbitration hearing during regular hours of work. At the Employer's expense and if available, video teleconferencing capabilities may be utilized for Department of the Army grievants or witnesses whose permanent duty station is outside the Huntsville/Redstone Arsenal, AL commuting area to preclude travel and per diem costs.

e. In cases of arbitration to determine whether an issue is grievable or subject to arbitration, the arbitrator will designate the winning and losing party in the decision. The losing party will pay the fee and expenses of the arbitrator. In all other cases of arbitration, fees and expenses of the arbitrator will be equally shared. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. Cost of witnesses, if any, will be borne by the party requesting appearance of said witness. Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made, and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. The party requiring the transcript will allow the other party to reproduce a copy of the transcript at their own expense. Other costs shall be shared as mutually agreed to by the Employer and the Union.

f. The arbitrator shall be requested by the parties to render their decision as quickly as possible. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend, or modify this Agreement. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union. The arbitrator will mail the decision by certified mail and reflect in the decision that the "decision date" is the date of latest receipt by the parties.

g. It is understood that either the Employer or the Union may, within the appropriate time period from the date of the arbitrator's award, file an exception to the award with the Federal Labor Relations Authority (FLRA) under applicable regulations or file a request for review by Federal court as appropriate. In the event such filings are made, the arbitrator's award shall be stayed pending the final determination.

h. Public news releases concerning any information involved in any arbitration case will not be made by either party until the case is finally adjudicated.

GRIEVANCE NOTICE

To: _____
(Immediate Supervisor)

Part 1:

Employee's Name _____ Series and Grade _____

Title _____

Telephone _____ Organization _____

Name of Representative (if any) and Telephone No:

Nature of grievance, including Article(s) of the negotiated Agreement, policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraphs, etc.), and explanation specifying how, when and to the extent the negotiated Agreement, policies, or regulation(s) were violated, and the personal relief sought. (Attach additional sheets if more space is needed)

Date _____ Employee's Signature _____

Part 2:

To: _____
(First Step Supervisor)

I desire to pursue my grievance as stated in Part 1 to the next appropriate step of the grievance procedure. I have attached a copy of the First Step supervisor's decision.

Date _____ Employee's Signature _____

Part 3:

To: _____
(Second Step Supervisor)

I desire to pursue my grievance as stated in Part 1 to the next appropriate step of the grievance procedure. I have attached copies of the First Step and Second Step supervisors' decisions and notes from the Second Step meeting, if any.

Date _____ Employee's Signature _____

ARTICLE 15

HOURS OF WORK

Section 1. Basic Requirements and Allowances.

- a. The basic work requirement for full-time employees of the SC CPOC consists of 80 regularly scheduled hours during each two-week pay period.
- b. Employees may choose a Flexible Work schedule or a Compressed Work schedule as described in this Article.
- c. Choice of work schedules requires supervisory approval, and supervisors may, if necessary, arrange work schedules within the organization to meet work requirements.
- d. All regularly scheduled hours and credit hours must be worked between 0600 hours and 1800 hours unless the supervisor approves otherwise.
- e. Each daily tour of duty must include a 30-minute lunch period as a minimum. Lunch will normally be taken between 1100 hours and 1400 hours, unless a variation or extension is granted by the employee's supervisor.

Section 2. Flexible Work Schedule.

- a. Subject to supervisory approval, employees may be allowed to choose a Flexible Work schedule, which permits the selection of arrival and departure times.
- b. Employees choosing a Flexible Work schedule will have a basic daily work requirement of 8 hours on Monday through Friday, and may select a fixed start time to begin work no earlier than 0630 hours and no later than 0830 hours with a corresponding time to end work 8 1/2 hours later. However, supervisors may require employees on a Flexible Work schedule to arrive at a specific time in order to facilitate office coverage, for meetings, for special projects, for training or similar situations. Employees may alter their start and stop times with supervisory approval.
- c. Employees on a Flexible Work schedule may be permitted to work and accumulate Credit Hours.

Section 3. Credit Hours.

- a. Credit Hours are time voluntarily worked by employees on a Flexible Work schedule in addition to the basic work requirement.
- b. No more than 2 Credit Hours may be worked each regularly scheduled workday. Credit Hours can be earned and posted to time records in no less than 15-minute increments. With supervisory approval, up to 10 credit hours may be earned on a regularly scheduled non-work day.
- c. Employees must inform their supervisor of their intent to work Credit Hours. If the supervisor determines there is not sufficient work to warrant an employee working beyond the scheduled daily work requirement, the supervisor may direct the employee not to work Credit Hours.
- d. Credit Hours that cannot be used during the pay period in which they are earned or cannot be carried forward to a succeeding pay period will be forfeited. Full-time employees may carryover a maximum of 24 Credit Hours to a succeeding pay period.
- e. With supervisory approval, employees may use previously earned Credit Hours for time off during their regularly scheduled hours of work.

Section 4. Compressed Work Schedule (5/4-9)

- a. Subject to supervisory approval, employees may be allowed to choose a Compressed Work schedule, which permits completion of the 80-hour biweekly work requirement in less than 10 workdays.
- b. Employees choosing a Compressed Work schedule will have a basic work requirement of eight 9-hour days and one 8-hour day during the biweekly pay period with one day off on either a Monday or Friday. Subject to approval of the supervisor, the 8-hour day may be fixed on any day of the week. Employees on Compressed Work schedule may select a fixed start time to begin work no earlier than 0630 hours and no later than 0830 hours with a corresponding time to end work 9 1/2 hours later on eight days and 8 1/2 hours later on one day. However, supervisors may require employees on Compressed Work schedule to arrive at a specific time in order to facilitate office coverage, for meetings, for special projects, for training or similar situations. Employees may alter their start and stop times with supervisory approval.
- c. Employees on a Compressed Work schedule are not entitled to work or accumulate Credit Hours.

Section 5. Limitations and Flexibilities.

- a. The SC CPOC Director may determine a necessity for an individual employee or group of employees to be excluded from a Flexible Work schedule or a Compressed Work schedule. The Director may also determine the need for change in arrival and departure times or days off or restrict the earning of credit hours. Such changes may be necessary because an element within the SC CPOC is being substantially disrupted in carrying out its missions. Except in emergency situations, employees affected by this provision will be notified at least one pay period prior to the effective date of the change. The Union will be advised of the change and the basis therefor.
- b. "Substantial disruption" would be exhibited by such circumstances as, but not limited to: (1) the duties of a position not being fulfilled; (2) office coverage not sufficient; (3) failure to effectively accomplish the organization's mission; (4) reduction in productivity; (5) a decrease in the level of service to customers and the public; (6) budget overruns; (7) untimely delivery of services or completion of projects; and (8) increased overtime costs.
- c. Flexible Work schedules, Compressed Work schedules, and the earning of Credit Hours may be suspended as appropriate by the supervisor during periods of travel, TOY and training.
- d. During announced periods of heightened security, the start hours for Flexible Work schedules and Compressed Work schedules may be changed by the SC CPOC Director, primarily to alleviate traffic delays. When the heightened security period is over, employees will revert to their regular work schedule.

ARTICLE 16

BUZZERS, BELLS, TIME CLOCKS, ETC.

It is agreed that at no time shall buzzers, bells, whistles, time clocks, signing in/out, or anything of the like be utilized by the Employer to control the starting or stopping of duty time, lunches, or breaks. Exceptions to the above policy may be made after negotiations with an agreement by the Union.

ARTICLE 17

LEAVE

Section 1. Annual Leave.

a. Employees shall earn annual leave in accordance with applicable statutes and regulations. All requests for annual leave will be made by the employee in writing to the immediate supervisor. The use of annual leave is the right of the employee; however, it is subject to supervisory approval. Reasonable attempts will be made to accommodate employees with respect to approving scheduled and unscheduled annual leave. Employees will not be required to provide a reason for a request for pre-scheduled annual leave.

b. The Employer will make every effort to accommodate requests for unscheduled, annual leave to cover emergencies. To obtain approval for unscheduled leave, the employee must contact their supervisor as early in the workday as possible, but not later than 9:30 a.m. The employee may request unscheduled annual leave telephonically however, the request must be submitted in writing upon return to duty.

c. Denial of requested annual leave or cancellation of previously approved leave will be provided, in writing, to the employee stating the reason for the denial or cancellation.

Section 2. Sick Leave.

a. Sick leave shall be granted to employees when they cannot perform their duties because of personal illness, injury, pregnancy, medical confinement, or for medical, dental or optical appointments.

b. Employees are responsible for notifying their immediate supervisor or their next level supervisor as soon as possible when they are prevented from reporting to work due to incapacitating illness or injury. Reasonable effort will be made to give such notice prior to the start of the workday, but not later than 9:30 a.m.

c. If the employee is unable to personally call, any responsible person may notify the employee's immediate supervisor on the employee's behalf. However, it is still the employee's responsibility to ensure the supervisor is appropriately notified. If the employee expects to be absent for more than one day, the employee or their designee will notify their supervisor of the expected date of return, if known. Employees may be required to submit administratively acceptable evidence of illness and incapacitation.

Section 3. Advance Sick Leave.

Sick leave may be advanced to an employee in cases of serious illness or disability upon their request in accordance with applicable statutes and regulations. Criteria for advance sick leave are:

- a. Absence would result in a non-pay status due to serious disability or illness for which there is inadequate leave accrual.
- b. All accrued sick leave has been used.
- c. Medical prognosis and other evidence provide reasonable assurance that the employee will be able to resume duty on a regular basis and accrue sufficient sick leave credit to liquidate the amount advanced.
- d. The request for advanced sick leave is supported by acceptable medical documentation signed by a medical authority. The amount of sick leave advanced to an employee will not exceed 240 hours.

Section 4. Blood Donation.

Subject to workload, four hours of administrative leave in addition to travel time to and from the place of donation shall be authorized by the Employer for each bargaining unit employee each time that the employee participates in an authorized blood donation program. The four hours of administrative leave, if taken, must be taken on the day of donating blood. Employees who are not accepted to donate blood must return to work or request appropriate leave from their supervisor.

Section 5. Voting.

Employees should adjust their work schedules with supervisory approval so that excused absence is not necessary, unless the polls close prior to 1830 hours. Excused absence should not be authorized for SC CPOC employees with the possible exception of those who are not within the normal commuting distance (40 miles). Where the polls are not open at least 3 hours before or after an employee's regular hours of work, the employee may be granted excused absence for an amount of time that will permit them to report for work 3 hours after the polls open or leave work 3 hours before the polls close whichever results in the least amount of excused absence.

Section 6.. Inclement Weather.

- a. If the Installation Commander closes, the installation prior to the beginning of the official workday, employees scheduled to work will be excused without charge to leave/credit hours or loss of pay. Employees on previously authorized leave will not be charged leave/credit hours. The local media will announce installation closure or employees may call (256) 955-8445 to hear a recorded announcement or you may log onto the Team Redstone Internet site at www.redstone.army.mil and click the button for weather information.

b. For employees who may alter their daily start time at their discretion, the traditional office hours of 7:30 a.m. to 4:00 p.m. will be used as a reference point to determine the amount of excused absence to be credited. This does not apply to those with an established tour of duty.

c. When appropriate notice has been received that all or part of the installation will be closed during official office hours because of inclement weather or disaster conditions, the SC CPOC Director will notify employees.

(1) Employees will be released at the time designated and given credit for the remainder of their tour of duty.

(2) If an employee is on duty and departs after official word of closure is announced, but before the announced dismissal time, annual leave/credit hours are charged from the employee's departure time until the announced dismissal time.

(3) If an employee is scheduled to report for duty after an initial period of approved absence, and closure is announced before the employee can report, leave/credit hours are charged until the announced dismissal time.

(4) If an employee is absent on approved leave for the entire workday and the installation is closed, the absence is charged to applicable leave (i.e., annual, sick, LWOP, credit hours) until the time the installation was closed.

d. If the Installation Commander determines during non-working hours to delay reporting time for Redstone Arsenal employees, individuals who are absent for the entire workday will have the entire absence charged to applicable leave, i.e., sick leave, annual leave, leave without pay, or credit hours.

Section 7. Other Leave.

Other leave programs such as Leave Transfer, Family Medical Leave Act, etc. which includes sick leave for care of a family member, bereavement, and adoption, are available for use by employees. Specific criteria and guidelines may be obtained from your supervisor.

ARTICLE 18

ON-CALL AVAILABILITY

Section 1. On-Call Status.

a. An employee is in an on-call status when the employee is subject to call outside the normal tour of duty and will be compensated only for hours of work as defined by governing laws and regulations.

b. In accordance with 5CFR 551.431(b), employees shall be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius. An employee may request to be excused from being in an on-call status provided that a fully qualified substitute is available.

Section 2. Standby Duty.

An employee is on standby duty and will be compensated appropriately, when for work related reasons the employee is restricted by official order to a designated post of duty. The employee must be assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for their own purposes.

ARTICLE 19

MERIT PROMOTION

Section 1. Resumix.

Bargaining unit employees interested in being considered for positions in the SC CPOC, which are filled through local competitive procedures, will apply by using an automated application and referral system currently referred to as Resumix.

Section 2. Resume.

In order to be considered for job vacancies, an employee must initially submit a properly formatted resume either by email, hard copy or electronically to the SC CPOC. Resumes will be entered into the automated system and remain active until replaced or cancelled by the employee. The employee may submit a new resume at any time.

Section 3. Announcements.

Vacancy announcements will be electronically posted on <http://www.cpol.army.mil>. Employees may apply for a vacant position by submitting a timely self-nomination, which informs the SC CPOC that the employee wants to be considered for the job vacancy.

Section 4. Application.

Detailed instructions and guidance regarding application procedures and processes to include resume formats and self-nomination requirements are provided on <http://www.cpol.army.mil> along with each job announcement.

ARTICLE 20

PRIORITY PLACEMENT

Section 1. Consideration.

Priority Placement candidates will be given due consideration for bargaining unit vacancies. If a selection is to be made where more than one priority candidate is identified and there is no significant qualitative difference among them, service computation date may be used as an additional factor in the selection process.

Section 2. Referral.

The order of referral candidates entitled to priority consideration is generally as indicated below:

- a. Employees under notice of reduction in force.
- b. Surplus employees due to job abolishment.
- c. Employees affected adversely by classification error or new classification standards.

- d. Employees in retained grade status.
- e. Employees failing to meet physical/performance standards through no fault of their own.
- f. Employees previously demoted through no fault of their own.
- g. Employees who failed to receive proper consideration for competitive promotion.
- h. Surplus employees who voluntarily request change to lower grade.
- i. Individuals eligible for the Reemployment Priority List.
- j. Department of Defense (DOD) employees registered in the DOD Program for Stability of Civilian Employment.
- k. Employees concurring in management-initiated lateral reassignment.
 - 1. Employees needing special placement (workers' compensation recipients, employees who lost security clearance, etc.).
- m. Employees needing reassignment for compassionate reasons.
- n. Employees requesting repromotion to a grade previously held.

Following consideration of the above priority categories, candidates on other selection lists are considered. The above categories are subject to change, addition or rearrangement, which requires consultation with the Union prior to implementation.

ARTICLE 21

INVOLUNTARY REASSIGNMENTS

Section 1. Seniority.

Involuntary reassignments may be necessary when needs of the Employer require. If more than one employee is assigned to the same position description in the lowest organizational entity from which the reassignment is being made, the Employer will consider choosing the employee with the least seniority in that group

Section 2. Notice.

Bargaining unit employees selected for involuntary reassignments shall be given a written notice of not less than 15 calendar days, with a copy to the Union. This notice shall be in writing and state the reasons for reassignment. The selected employee shall be given an opportunity to reply orally or in writing within 15 calendar days after receipt of the reassignment notice.

ARTICLE 22

DETAILS

Section 1. Definition.

A detail is a temporary assignment of an employee to a different position or a set of duties (if no position exists) for a specified period with the employee returning to regular duties at the end of the detail.

Section 2. General.

- a. Details are intended only for meeting temporary needs and will be kept as short as possible.
- b. An employee need not necessarily qualify for a position to which detailed; however, it is desirable that an employee be qualified for the position. A detail should be reasonably related to an employee's official position and qualifications.
- c. Employer will make an effort to avoid assigning an employee to a lower grade position.
- d. The employees not selected for a detail will be provided the selectee's name and reason for selection, in writing, if requested.
- e. Details in excess of 30 days will be documented on a request for personnel action and a copy placed in the employee's official personnel file.

Section 3. Higher Grade.

An employee may be detailed to a higher grade position or to a position with promotion potential for up to one year, in not more than 120-day increments. Competition is required after the initial 120-day period. Service in a detail position during the initial 120- day period shall not be used as the only determining factor for promotion purposes.

ARTICLE 23

JOB SHARING

Job sharing shall be done in accordance with applicable regulations. The Employer agrees to notify the Union 15 days prior to converting a bargaining unit position to job sharing.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. Eradication.

The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, color, religion, age, sex (gender), physical or mental handicap, sexual harassment, national origin, or reprisal.

Section 2. Cooperation.

The Union and the Employer shall cooperate to the fullest extent to assure equal opportunity in hiring, training, promotion, and other conditions of employment for all employees.

Section 3. Affirmative Action.

The Union recognizes that the Employer has the responsibility for development and implementation of an Affirmative Action Plan (AAP). The Union agrees to work in concert with the Employer in support of this program consistent with current rulings of the U.S. Supreme Court.

Section 4. Discrimination.

Activities, facilities, services, and training programs operated, sponsored, or participated in by the SC CPOC will be made available to all employees without discrimination.

Section 5. Report.

The Employer's servicing EEO Officer shall provide a copy of the annual progress report on the EEO Program to the Union, and also a copy of published statistical information to the Union when such information is specifically requested and identified.

Section 6. Representation.

The Union will be able to represent the employee in an EEO complaint and the Union official will be on representational time.

Section 7. Counselors.

Union representatives may be considered for appointment as EEO counselors only to the extent that the duties of such do not present a conflict of interest. Employee membership in the Union shall not be a factor with regard to the employee serving as a counselor. The representative shall be provided information and rights concerning the complaint in accordance with AR 690-600 and 29 DFR 1614.

ARTICLE 25

SEXUAL HARASSMENT

The Employer's policy is to provide a work place free from sexual harassment. This policy applies to all employees. The Employer agrees to comply with 29 CFR 1604.11 governing sexual harassment.

ARTICLE 26

PERFORMANCE (TAPES)

Section 1. Performance Plans.

Within 30 days of the beginning of the rating period, the rater will meet with the ratee to discuss the objectives that will be rated and established by the performance plan. The ratee will be given the opportunity to provide input that will be considered by the rater before implementing the performance plan. The plan shall be written where objectives are reasonably attainable, measurable and tell what is required for success. A legible copy of the performance plan (DA Form 7222-1 or DA Form 7223-1) will be given to the ratee at the beginning of each rating period. If the performance plan changes during the rating period, the ratee will be counseled by the rater on the proposed changes and will be given the opportunity to provide input for consideration. The ratee will not be rated until having served 120 days on the new or adjusted performance plan.

Section 2. Performance Counseling.

Performance counseling will be done at the beginning and at the middle of the rating period. If a ratee is not meeting their performance plan, the rater must discuss this with the ratee and assist the ratee in improving said performance (e.g., training, closer supervision, and short-term goals). During counseling sessions, the rater shall give examples of excellence. A written record of the counseling sessions will be given to the ratee. The ratee may make written comments (if desired) concerning the counseling session and provide them to the rater for the record. The Counseling Checklist/Record and Support Forms will be initialed by the rater and the ratee in the appropriate column. If the ratee refuses to initial the blocks, the rater will note and date the refusal in the same.

Section 3. Performance Evaluation.

If progress has been made in a task but has not been completed for reasons beyond the ratee's control or by mutual agreement, the rater shall evaluate only the completed portion. If the rater places notations on the forms reflecting accomplishment of responsibilities/objectives, the date of accomplishment will be included. If entry into a new position occurs less than 120 days before the previous rating period ends (and minimum rating period of 120 days has been served), the ratee will receive an early final performance rating. If entry into a new position occurs 120 days or more before the previous rating period ends (and the minimum rating period of 120 days has been served), the ratee will receive a special rating from their present rater within 20 workdays after the employee leaves the position. Ratee dissatisfactions concerning the performance appraisal process are subject to the grievance procedure.

Section 4. Values and Ethics.

The DA values and ethics evaluations are intended to document positive aspects of the ratee's contributions that do not necessarily result in work output. As part of performance counseling sessions, raters will advise ratees if the ratee is or is not supporting DA values and ethics and indicate what action the ratee may take to show support. Ratees may make comments regarding values and ethics on the rating form or by addendum as appropriate.

Section 5. Career Appraisals.

The Employer and the Union agree to abide by provisions of CFR 430. Further details and references to the law can be found at the SC CPOC and the Union office.

Section 6. Changes to Performance Evaluation System.

The Union and the Employer agree that future revisions to the performance evaluation system by higher headquarters will be implemented and negotiated by the parties as appropriate.

ARTICLE 27

INCENTIVE AWARDS

The Incentive Awards Program will be administered on a fair and equitable basis. The Union President shall have the opportunity to appoint a representative to participate on any established incentive awards committee for all awards applicable to bargaining unit employees. Upon request, the Union shall be provided statistical data that management normally maintains concerning the awards program.

ARTICLE 28

WITHIN GRADE INCREASE FOR GENERAL SCHEDULE EMPLOYEES

Section 1. General.

Advancement in pay called a "within-grade" increase is provided for General Schedule employees whose performance is at an acceptable level of competence and who meet the prescribed length of service in grade (waiting period).

Section 2. Performance.

All supervisors shall keep their employees advised of employee performance in accordance with the Total Army Performance Evaluation System (TAPES). The determination as to whether an employee is performing at an acceptable level of competence shall be based on the employee's performance during the waiting period and requires the most recent rating of record to be at least "fully successful".

Section 3. Initial Determination.

Initial determination as to an employee's level of competence will be made by the supervisor who is responsible for recommending performance ratings.

Section 4. Notification.

If a determination to withhold an employee's within-grade increase is anticipated because an employee's performance is not at an acceptable level of competence, the supervisor will inform the employee in writing stating the reasons therefor. The written notice should be given to the employee 60 days prior to the proposed effective date of the within-grade increase. The employee will be given an opportunity to improve performance. If the employee's performance improves to an acceptable level, the within-grade increase will be granted in accordance with CFR 531, Subpart D.

Section 5. Error.

If an administrative error is made, a written notice of negative determination will be given to the employee at that time. The employee will be given an opportunity to improve performance. If the employee's performance improves to an acceptable level, the within-grade increase will be granted in accordance with CFR 531, Subpart D.

Section 6. Improvement.

If the employee's performance is not acceptable in the required timeframe, the within-grade increase **will** continue to be delayed until the employee's performance improves to an acceptable level and can be supported by at least a "fully successful" rating of record. The within-grade increase shall be effective on the first day of the first pay period after the acceptable determination has been made.

Section 7. Reconsideration.

- a. An employee who receives a negative determination may, within 15 calendar days of receipt of the notice, submit a written request for reconsideration through supervisory channels to the Deputy Director, SC CPOC. The employee has a right to Union representation to assist in the written request and any oral presentation.
- b. The employee's written request must include:
 - (1) The employee's name and organization.
 - (2) The reasons why the employee believes the decision should be reconsidered.
 - (3) Whether or not the employee desires an investigation by a Union representative.
 - (4) Whether the employee desires to make an oral presentation to the Deputy Director, SC CPOC, not to exceed 30 minutes. Presentation to be arranged by the employee or their representative.
- c. If the employee has requested an investigation, the Union representative will be allowed to interview the supervisor and the employee's co-workers.
- d. The investigator shall prepare a written report of investigation. The investigator shall complete the investigation and furnish the report to the Deputy Director, SC CPOC within 15 workdays after the request for reconsideration.
- e. The Deputy Director, SC CPOC shall issue a decision to the employee within 15 workdays after receipt of the investigator's report or the employee's oral presentation, whichever comes last.
- f. If the employee does not request an investigation, the Deputy Director, SC CPOC shall render a decision within 15 workdays after receipt of the request for reconsideration or the employee's oral presentation, if any.

g. If the Deputy Director's decision sustains the original negative determination, the notice of decision shall inform the employee of the right to file a grievance under negotiated procedures.

ARTICLE 29

EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. General.

The Employer and Union agree that it is mutually beneficial to have a well-trained workforce. The employees may inform their supervisor at any time of training needs or desired training. The Employer in identifying training needs shall take such information into consideration. In order to encourage employee professional development, self-development, and job skills improvement, the Employer will make available training/education information. The nomination and selection of employees for training will be fair and designed to meet future needs. Training will be provided on new technology as needed.

Section 2. Individual Development Plan.

An Individual Development Plan (IDP) will be developed jointly by the Employer and the employee to address employee skills needed in the current position and to prepare for career opportunities. Training and development needs will be discussed and updated during the performance counseling sessions. Employee training will be documented by entry in the IDP. The employee is encouraged to keep a copy of all training documentation and periodically review for accuracy.

Section 3. Records.

It is the employee's responsibility to ensure their record of training is current and accurate.

ARTICLE 30

TRAINING OF UNION REPRESENTATIVES

It is agreed that proper training of Union representatives will benefit both the SC CPOC and the employee. Workload permitting, administrative time for training of Union representatives will not exceed 60 hours for any representative within a 12-month period. The Union President or designee will submit in writing to the Employer all requests for administrative time at least 5 workdays in advance of the time requested. The request will include the type of training, purpose, sponsorship, location, date, hours; general subject matter, supervisor's name and phone number, and the name(s) of the representative(s) that the Union desires to attend the specified training. Management officials will notify the Union whether or not the request for administrative time is approved at least 3 workdays prior to the time of requested training. The Employer may approve exceptions to the number of hours.

ARTICLE 31

TRAVEL

Section 1. General.

Travel requirements will be accomplished in accordance with appropriate laws and regulations such as the Joint Travel Regulation.

Section 2. Hours of Travel.

Whenever possible, employee travel shall be scheduled during regular duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, the supervisor, at the employee's request, shall furnish the employee in writing the reasons for necessity of such a schedule.

Section 3. Duty Status.

- a. For employees exempt from the Fair Labor Standards Act, time spent in a travel status away from the official duty station is not "hours of work" unless the travel:

- (1) Involves the performance of work while traveling; or
- (2) Is carried out under arduous conditions; or
- (3) Is incident to travel that involves the performance of work while traveling; or
- (4) Results from an event, which could not be controlled administratively.

(To the extent permitted by law and regulation, exempt employees will be compensated for time in travel status in connection with any one of the four conditions listed above on the same basis as if the employee were at their normal work site.)

b. For employees nonexempt from the Fair Labor Standards Act, time spent in a travel status away from the official duty station is "hours of work" if:

- (1) An employee is required to travel during their regular working hours;
or
- (2) An employee is required to drive a vehicle or perform other work while traveling; or
- (3)
An employee is required to travel as a passenger on a one day assignment away from the official duty station; or
- (4) An employee is required to travel as a passenger in an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

c. Nonexempt employees must be paid in accordance with the provisions of the Fair Labor Standards Act or 5 USC 5501 et seq., whichever is more favorable to the employee.

d. An employee who travels from home before the regular workday begins and returns at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work.

Section 4. Rental Vehicles and On-Site Travel.

a. In the event that an employee is not authorized a General Services Administration (GSA) vehicle, commercial rental vehicle, or privately owned vehicle (POV) while on temporary duty (TDY), all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business shall be paid for by the Employer. Any use of a GSA vehicle for personal business is prohibited. Any use of a commercial vehicle or

POV for personal business while on TDY shall be at the employee's expense. Automatic teller machines and Government approved credit cards will be utilized in accordance with appropriate regulations.

b. Supervisors will consider the needs of employees while on TDY training and TDY travel. If adequate on-site transportation sources are not available at the training site, employees may provide written justification to supervisor for consideration of providing rental car approval. The supervisor will provide sufficient written justification for disapproval to the employee, if requested.

c. If rental car is authorized for small groups (two to four persons), from the same location, going to the same destination, for the same period of TDY, authorization will be limited to one rental car unless specially authorized by the travel-approving official. In the event the amount of baggage or/and working equipment necessary to accompany the travelers cannot be accommodated in one vehicle, additional car rental(s) will be authorized in accordance with appropriate regulations.

Section 5. AWS Schedule Changes.

Employees on TDY will adjust their work schedule to match that of the TDY site. However, supervisors will allow employees on TDY to remain on their AWS schedule while on TDY if reasonable and permissible.

Section 6. Employee Assistance Program/Contractor-Issued Card.

If an employee demonstrates difficulty in managing a contractor-issued travel charge card, the Employer agrees to refer the employee to the Army Community Service for related training/counseling.

Section 7. Travel Claim Timeframe.

Employees shall submit travel claim vouchers to the Employer within 5 workdays of the completion of the TDY, unless extenuating circumstances exist. The Employer agrees to approve/disapprove the voucher and forward to DFAS Operating Location (OPLOC) in an expeditious manner in order to meet regulatory requirements for settling travel claims.

Section 8. Government Quarters.

Employees whose normal duties require travel in excess of 50 percent of the total number of basic administrative workweeks in a fiscal year shall be excluded from staying in Government quarters in accordance with applicable laws and regulations. This exclusion does not apply to employees attending long-term training on a military installation. Positions meeting these TDY requirements shall be identified by the Employer at the beginning of the fiscal year. A determination to exclude a particular

position under this criteria shall apply to all incumbents of that position. Employees shall not be held liable for refund of the lodging portion of per diem in the event a tally of the TOY for the fiscal year fails to reach 50 percent. Such tally shall not serve as the sole basis for denying the exemption in subsequent fiscal years.

Section 9. Personal Hardship.

When a TDY trip would cause a personal hardship to the employee, the Employer shall make a reasonable effort to alleviate that hardship. Handicapped employees and employees with medical conditions which would be significantly exacerbated by TOY travel shall be required to travel only if and when the Employer determines that such travel is absolutely necessary to meet mission requirements.

ARTICLE 32

JOB DESCRIPTIONS

Section 1. General.

Job descriptions shall be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties shall be covered by the same job description.

Section 2. Copies.

Copies of job descriptions shall be distributed to the employees upon completion of official personnel actions by organizational survey or individual action affecting the employee's duty assignment. The employee, upon request, shall be furnished an evaluation statement, when available, by the immediate supervisor.

Section 3. Other Duties.

The phrase "performs other duties as assigned" is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that employees will not routinely be assigned work that does not relate to the major duties of their position without amending the position description. However, it is understood that job descriptions serve as no limitation on the right of the Employer to assign duties to employees.

ARTICLE 33

JOB CLASSIFICATION

Section 1. Requirements.

The Employer will establish positions that are in consonance with mission requirements.

Section 2. Appeal.

Employees may appeal the title, series, or grade of their officially assigned position description at any time. The Employer agrees to inform employees of the Office of Personnel Management procedures for appealing the title, series, or grade of their officially assigned position description when requested.

Section 3. Representation.

If the employee's dissatisfaction with the position classification cannot be informally resolved, the supervisor shall inform the employee of the appeal channels as prescribed by classification appeal regulations and procedures. The Union may represent the employee during the appeal process.

Section 4. Classification Action.

When a determination has been made by the Employer to change an encumbered position to a lower grade in a classification action, the Union President will be notified prior to implementation.

Section 5. Grievance/Appeal.

When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure. Such grievances will not include issue(s) concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

ARTICLE 34

POSITION CLASSIFICATION STANDARDS

Section 1. New Standards.

The Employer agrees to send to the Union all proposed new or changed Classification Standards that are referred by higher headquarters or other government agencies to the Employer for comments. The Union shall have the opportunity to review such proposed Classification Standards and provide written comments to the Employer in a timely manner.

Section 2. Union Comments.

The Employer shall forward the Union's comments to the higher headquarters or other government agencies from which the proposed standards were received. The Employer shall promptly inform the Union in writing of the disposition of the proposed changes.

ARTICLE 35

TEAM LEADERS

Unless otherwise excluded, employees who are not functioning as a supervisor within the meaning of 5 USC 7103(a)(10) shall be included in the bargaining unit covered by this agreement.

ARTICLE 36

TABLES OF DISTRIBUTION AND ALLOWANCES

Section 1. Union Copy.

A copy of unit current operating Tables of Distribution affecting civilian employees will be provided the Union President as requested.

Section 2. Modifications.

Modified and/or proposed Tables of Distribution/Modified Tables of Distribution and changes thereto with significant impact on the bargaining unit because of reorganization will not be implemented without prior discussion with the Union President.

Section 3. Applicability.

The Tables of Distribution do not serve as a determinant of whether a position is officially established for any purpose, including entitlement to an individual employee, nor do the Tables of Distribution/Modified Tables constitute official approval of pay category, title, series, or grade.

ARTICLE 37

REORGANIZATION

Section 1. Notice.

It is agreed that the Employer shall notify the Union within 120 calendar days, or as soon as possible, in advance of an anticipated reorganization/realignment. The Employer shall provide the Union an opportunity to participate throughout the process.

Section 2. Union Briefing.

The Union will be briefed in the following manner:

- a. The rationale for the reorganization will be provided.

- b. The briefing will show the current and proposed organizational structures to include grade, title, series and other proposed reorganization information, as appropriate.
- c. Any projected adverse actions will show the grade, series, title and names of employees affected, when available.
- d. As additional information becomes available, the Union will be notified.

ARTICLE 38

SURPLUS EMPLOYEES

The Employer shall notify the Union in advance of reorganizations, realignments, etc., which will result in declaring employees as surplus. Whenever management generates a surplus list, a copy will be provided to the Union. At the request of the employee, the Employer will provide justification for eliminating the employee's position. The Employer and the Union agree that declaring an employee surplus does not reflect on the character of the employee neither does it reflect on the employee's retention status in reduction in force (RIF).

ARTICLE 39

REDUCTION IN FORCE, TRANSFER OF FUNCTION AND FURLOUGH

Section 1. Notification.

The Employer shall notify the Union at least 120 calendar days, unless circumstances dictate otherwise, in advance of an anticipated reduction in force (RIF), transfer of function (TOF) or furlough. In accordance with 5 US Code, 7114(a)(2)(A), the Employer shall offer the Union the opportunity to attend any RIF, TOF and furlough meetings with bargaining unit employees. The Employer shall also provide the following information:

- a. An explanation of the requirement for the RIF, TOF or furlough.
- b. The approximate number of employees who may be affected initially.
- c. The proposed competitive areas and competitive levels that may be affected.
- d. The anticipated effective date of the action
- e. The expected duration of a furlough.

Section 2. Notification.

The Union may request to negotiate the impact and implementation of RIF, TOF, or furlough within 10 working days of notification. The Employer agrees to meet with the Union within 30 calendar days of the request.

Section 3. Unemployment Claim.

The Employer will furnish an unemployment claim form (SF 8) with Letter of Notification of Furlough.

Section 4. Retention Register.

Management will provide a retention register to the Union as soon as it is available after the effective date for a reduction in force has been determined. The agency is responsible for ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).

Section 5. Reemployment.

Any career or career-conditional employee who is separated by RIF action may register for placement on the reemployment priority list in accordance with appropriate regulations. An employee may notify the Employer at the time of separation if temporary employment will be acceptable. Separated employees will be considered for temporary positions based on RIF category priority. Acceptance of a temporary position by the employee on the reemployment priority list shall not affect eligibility for reemployment in a permanent position.

Section 6. Furlough.

Furloughs of more than 30 consecutive days or 22 nonconsecutive workdays will be implemented in accordance with 5 CFR Part 351. Furloughs of 30 consecutive days or less will be implemented in accordance with 5 CFR Part 752.

Section 7. Outplacement.

The Employer will conduct a RIF in accordance with all laws, rules, regulations, and negotiated agreements, to include reemployment and re-promotion rights. The Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive outplacement program. Such outplacement efforts will be implemented as soon as practicable.

Section 8. Information.

At the time of any RIF, all affected employees will be offered an informational briefing covering the rules, regulations, and employees' rights, which govern and are applicable to a RIF.

ARTICLE 40

COMPETITIVE LEVEL

Section 1. General.

Jobs that are similar enough in duties in all aspects that the employees can be readily moved from one job to another without unduly interrupting the work program (capable of assuming the key duties of the new position within 90 days) shall be placed in the same competitive level. Employees shall be informed of their initial competitive level and of subsequent changes.

Section 2. Review.

When requested by an employee, the Employer shall grant competitive level review if the employee feels his competitive level assignment is improper. If the question is not satisfactorily resolved, the employee may request Union representation.

Section 3. Union Participation.

The Union will be invited to participate in competitive level reviews.

Section 4. Retention Register.

When requested, management will provide a retention register to the Union when an effective reduction in force date has been determined. The agency is responsible for

ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act(5 U.S.C. 552)and the Privacy Act(5 U.S.C. 552a).

ARTICLE 41

COMPETITIVE AREA

The competitive area for the SC CPOC shall be established in accordance with guidance in Code of Federal Regulations and after notification to the Union.

ARTICLE 42

DISCIPLINE

Section 1. Definition.

Disciplinary actions under this Article include written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This article does not apply to performance-based actions taken under Title 5 USC, Chapter 43.

Section 2. Prevention.

The Employer and the Union agree that primary emphasis shall be placed on preventing situations requiring disciplinary action through effective employee-management relations.

Section 3. Preliminary Investigation.

Employees shall not be disciplined except for such reasons as will promote the efficiency of the Federal Service. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor or the designated representative, shall undertake a preliminary investigation and hold discussions with the employee concerned. When the supervisor holds discussions with the employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor shall tell the

employee the purpose of the investigation and the employee shall be entitled to have a Union representative present.

Section 4. Initiation.

Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicate that disciplinary action is necessary. The Employer agrees that disciplinary actions shall be processed in a timely manner and taken for such reasons as will promote the efficiency of the Federal Service.

Section 5. Administration.

The Employer agrees that discipline shall be administered in a fair and impartial manner and that no employee will be disciplined except as provided by law and regulation. Disciplinary actions, in order to be effective, should be timely.

Section 6. Basis.

Disciplinary action shall be administered against offending employees for corrective or punitive reasons, depending upon the nature of the misconduct.

Section 7. Table of Penalties.

The Employer agrees to consider using the Agency "Table of Penalties" and to consider relevant mitigating, extenuating, and aggravating factors in selecting penalties.

Section 8. Procedure.

The Employer agrees to the following:

- a. A notice of proposed action shall be provided for disciplinary actions consisting of a suspension, demotion, or removal.
- b. Notices of proposed action shall include all required information and state the specific reason(s) for the action. The employee or the employee's representative shall be provided all information/documentation used to support the disciplinary action upon request. While the parties recognize that an action may be initiated at any time, the Employer agrees the action should be timely and should provide the proposed action as quickly as possible.
- c. Except where there is justifiable cause to provide less time, the employee shall be provided 15 workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded, when requested in writing and granted in writing. The proposed action shall list all reasons that are used as the basis of the offense for which charged.

d. The Employer shall notify employees of their rights related to discipline, to include their right to Union representation and their right to grieve and/or appeal, in accordance with applicable laws and regulations. The Employer also agrees to include in decision letters, a statement that future incidents of misconduct may result in more severe discipline.

e. If a decision is made as a result of an appeal or grievance to modify or reverse a disciplinary action against an employee, the activity shall initiate actions to restore the employee's lost pay and benefits, in a reasonable timeframe.

f. Employees being given an adverse disciplinary action (as defined by the Office of Personnel Management) are entitled to appeal to the Merit Systems Protection Board or may file a grievance under the negotiated grievance procedure contained in the Agreement, but not both. Employees cannot file an appeal, grievance, EEO complaint, and prohibited personnel practice on the same action.

ARTICLE 43

EMPLOYEE RECORD FILE

Employee record file will be maintained in accordance with AR 25-400-2, The Modern Army Record Keeping System, File Number 1 aa.

ARTICLE 44

EMPLOYEE ASSISTANCE PROGRAM

Section 1. General.

The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses, which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family and legal problems, etc., may also create medical-behavioral problems. Each of these problems may cause poor attendance and declining performance on the

job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union and Employer agree to work together in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavioral problems.

Section 2. Opportunity.

All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employee Assistance Program (EAP).

Section 3. Coverage.

The EAP is designed to assist employees in:

- a. Prevention of alcohol abuse and alcoholism.
- b. Prevention of drug abuse and dependency on drugs.
- c. Referral for treatment of emotional-behavioral problems.
- d. At the Employee's discretion, counsel with families of employees with alcohol, drug abuse, or emotional-behavioral problems.
- e. Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.

Section 4. Time Off.

Sick leave and annual leave when available and requested by the employee may be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Subject to workload, official time will be granted to employees in the program to attend on-post meetings/counseling during duty hours.

Section 5. Participation.

The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism or drug abuse to voluntarily seek counseling and information from the EAP. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.

Section 6. Performance.

When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining job performance, the supervisor will discuss the apparent difficulties with employee. If the employee is unable to correct job performance difficulties through the employee's own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.

Section 7. Referral.

The focus on corrective interviews by supervisors is restricted to the issue of job performance. Opinions or judgments on employees with alcoholism, medical-behavioral problems, or drug use problems are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual basis.

Section 8. Discipline.

Employees, who agree to counseling, medical treatment, rehabilitation treatment, etc., shall not be subject to disciplinary and/or adverse disciplinary action for 90 days so long as they remain in the program and are sincerely trying to be cured. The employee may be evaluated to determine if any disciplinary and/or adverse disciplinary action should be taken after 90 days. This provision does not apply to those employees who did not voluntarily self-identify themselves as users of illegal drugs or those employees found to be using illegal drugs for a second time.

Section 9. Family Members.

Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, etc., shall receive guidance, counseling, etc., to aid them in coping and understanding the employee in the treatment and recovery process.

Section 10. Treatment.

If an employee accepts help from the EAP for treatment of alcoholism, drug abuse, or emotional-behavioral problems, the employee will receive counseling and be referred to community resources or facilities for appropriate assistance.

Section 11. Representation.

In the event that the Employer determines that an employee should seek help from the EAP, the employee may have Union representation if desired.

Section 12. Consultation.

The Employer will also meet with the Union and consult on any personnel policies and practices affecting conditions of employment with this program. The Union has the right to confer on affected policies and practices.

Section 13. Requirements.

Management will ensure that all employees are given the opportunity to participate in the required activities of the EAP.

ARTICLE 45

VIOLENCE IN THE WORKPLACE

The Employer and the Union are strongly committed to providing a safe and healthy work environment that is free from physical or verbal violence, or other forms of expression or behavior which could be interpreted by a reasonable person to communicate a threat to self or others. For any team or committee established by the Employer for the prevention of workplace violence or investigation of workplace violence, the Employer will consider including a representative from AFGE Local 1858.

ARTICLE 46

EMPLOYEE WELLNESS

Section 1. General.

The Union and management believe and agree that a healthy employee should be more content and productive and need to use less personal sick leave.

Section 2. Fitness Programs.

The SC CPOC supports programs involving health promotion, disease prevention and physical fitness. Employees are encouraged to use non-duty time such as lunch periods to participate in health and fitness activities. To the extent allowed by mission requirements and in accordance with other provisions of this Agreement, supervisors will accommodate requests for flexible work schedules and annual leave in order to permit employees to pursue health and fitness activities.

Section 3. Excused Absence.

As an incentive for employees, supervisors may permit limited use of excused absence for individuals to begin a physical fitness program with the expected benefit to the employee being better health and to the organization being enhanced productivity and reduced sick leave usage. In accordance with OPM and DA guidelines and if workload and mission requirements allow, supervisors may approve up to 3 hours excused absence per week for a one-time period of six months for employees to participate in a formal, government-sponsored physical exercise training program. The physical fitness activities must also be an integral part of a total fitness program.

Section 4. Performance.

Employees utilizing excused absence for participation in an exercise program are still subject to their assigned performance standards.

ARTICLE 47

DRUG TESTING/IMMUNIZATIONS

Section 1. Positions.

Bargaining unit employees occupying testing designated positions may be subject to drug testing.

Section 2. Anthrax.

Anthrax immunization requirements will apply only to current Emergency Essential positions that are deployable. Should there be changes to positions that would require anthrax immunization, or other immunizations, management will notify the Union of such changes and bargain to the extent required by law.

ARTICLE 48

WORKERS COMPENSATION

Section 1. General.

The Federal Employees Compensation Act (FECA) provides for benefits to employees who are injured, become ill, or dies as a consequence of their employment. Such benefits are available to bargaining unit members and shall constitute the remedy for work-related injury or disease.

Section 2. Coordination.

The appropriate servicing organization is responsible for coordinating the FECA program and for ensuring that the employees are aware of benefits to which they are entitled. The appropriate servicing organization is responsible for reviewing claims for correctness prior to submitting to the U.S. Department of Labor for adjudication.

Section 3. Injury.

When there is an on-the-job injury, the injured employee shall obtain medical attention as soon as possible. The injured employee is responsible for reporting all work related injuries to the supervisor and apprising the supervisor of the status of their medical condition. The supervisor will submit the necessary forms to the appropriate organization in a timely manner. All cases must satisfy the statutory time requirements of the FECA.

Section 4. Representation.

Compensation issues and complaints may be reported to the installation's Injury Compensation Program Administrator. The employee may request Union assistance with compensation claims. The Union representative shall be afforded a reasonable amount of representational time to work the compensation case.

ARTICLE 49

CONTRACTING OUT

Section 1. General.

The Employer will notify the Union of any substantive change to the laws, rules, and regulations governing contracting out and privatization that will impact the conditions of employment of the bargaining unit and will consult and/or negotiate as appropriate based on the impact of the changes.

Section 2. Notification.

When contracting out of a function that is performed by bargaining unit members is being considered, the Employer will notify the Union in writing as soon as practicable and will consult fully and openly with the Union throughout the process.

Section 3. Announcement.

The Employer will announce the intent to conduct a cost competition study or direct conversion immediately after HODA announces the study to Congress. The initial notification will be to the Union leadership. The affected workforce should be briefed immediately after the announcement prior to any formal announcement to the general public. The briefing shall address the exact scope of the study and information that the employees will be required to submit through the course of the study.

Section 4. Consequences.

If the agency decides to contract out any of the functions performed by bargaining unit employees, the Employer will make reasonable efforts to minimize the adverse consequences of its decision on those employees.

Section 5. Union Input.

The Employer will brief the affected employees and the Union at least monthly throughout the process. The Employer agrees to give the Union an opportunity to present its views regarding matters relevant to management studies conducted in the course of commercial activities cost studies. Such matters include the performance work statement and the most efficient organization, subject to rules regarding procurement sensitive information.

Section 6. Solicitation.

The Employer will furnish the Union a copy of the solicitation and all amendments thereto at the time of issuance. The Employer will include a Union representative in a group site visit conducted for all potential bidders.

Section 7. Cost Comparison.

The Union **will** be invited to attend the announcement of the results of the cost comparison determination.

Section 8. Contract.

In accordance with the Statute, the Employer will provide the Union, upon request, a copy of the contract.

Section 9. Placement.

The Employer agrees to make every possible effort to place employees who are affected by a contracting out decision into other Civil Service jobs at an equal or lower graded position.

ARTICLE 50

CONSULTANTS ANDEXPERTS

Section 1. General.

The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants.

Section 2. Merit Procedures.

Consultants or experts shall not be employed solely to avoid the competitive merit promotion procedures.

ARTICLE 51

SPACE ALLOCATION

Section 1. Minimum Requirements.

Each bargaining unit employee shall be allocated normal workspace including furniture, equipment, and circulation area in accordance with AR 405-70. Special consideration shall be given to employees requiring more space than normal.

Section 2. Relocation.

Whenever the Employer proposes to relocate an organizational element or substantially reconfigure workspaces of bargaining unit employees, the Employer will ensure that the proposed layout complies with the minimum space allocations. In addition, the proposed layout will be furnished to the Union for comments and recommendations at the earliest possible date prior to implementation.

Section 3. Special Considerations.

When for reasons beyond the control of the Employer or when required to accomplish the mission, the Employer is unable to provide an employee with the minimum required space allocation, the Union will be consulted concerning the effect of such situation.

ARTICLE 52

PHYSICAL ENVIRONMENT

Section 1. General.

- a. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in the Occupational Safety and Health Act (OSHA), regulations, and directives.
- b. The Union will support the Employer's efforts to acquaint all employees with their safety and health responsibilities. Any bargaining unit member will notify the supervisor promptly when it is believed that the duties being performed

endanger safety or health. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the Employer shall consider removing the employee from the situation and taking any action deemed appropriate. In accordance with 29 CFR 1960.46 (a) an employee shall not be subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities. An employee may decline to perform an assigned task 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 and abatement procedures.

Section 2. Personal Protective Equipment (PPE).

The Employer will furnish PPE at no cost to employees when it is determined that such equipment is necessary for the work to be done safely. Employees will be allowed to retain such equipment, when no longer needed, if it is not suitable for use by other employees. The employee will not be required to work without appropriate PPE when the Employer determines it is necessary. It is the employee's responsibility to use the provided PPE.

Section 3. Safety and Health Inspections.

The Union will be notified of safety and health hazards discovered in the workplace and shall receive a copy of all findings and recommendations resulting from any workplace inspection. The hazard will be corrected as expeditiously as possible.

Section 4. First-aid Kits.

The Employer will furnish one industrial first-aid kit for every 50 to 60 employees. A notice will be posted on the electronic bulletin board detailing location of first-aid kits.

Section 5. Evacuation Plans.

Plans shall be made for the emergency evacuation of buildings and facilities. This plan shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation. Emergency evacuation plans will be prominently displayed.

ARTICLE 53

ENERGY CONSERVATION

The Union and the Employer agree to work with each other in support of Energy Conservation.

ARTICLE 54

DAMAGED/STOLEN/LOST GOVERNMENT PROPERTY

The Employer agrees to appoint a committee to investigate accidents that cause damage to Government property utilized by bargaining unit members. A committee of two will be established. One member from management will be selected and the Union may be requested to nominate one member that will be appointed. The committee members will investigate the accident and forward a joint report with the findings and recommendations to the Director, SC CPOC or representative for decision. This joint report will be in addition to the normal accident report. Upon request, the Union may nominate a member to serve on the committee to investigate stolen and lost property involving a bargaining member.

ARTICLE 55

POLITICAL ACTIVITY

The Union and Employer agree to abide by the provisions of the Hatch Act, as amended.

ARTICLE 56

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. General.

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose.

Section 2. Eligibility.

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time provided:

- a. The employee has voluntarily completed a request (SF 1187) for such allotment of their pay.
- b. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of Retirement, FICA Tax, Medicare Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employees Group Life Insurance, indebtedness to the United States Government, and other authorized voluntary deductions or allotments to be made in the order specified by the employee.

Section 3. Authorization.

The procedure for processing authorizations shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b. The Union will obtain and distribute to its members the prescribed dues withholding from (SF 1187). This properly completed form shall be accepted by the Employer.
- c. The Employer intends that Union membership applications (SF 1187) be processed and transmitted to the appropriate DFAS Office within one full pay period following receipt from the Union. The parties intend that authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the completed allotment authorization by

the Payroll Servicing Office. Authorizations for allotments received by the Payroll Servicing Office will continue in effect until the allotment is terminated in accordance with Section 5 below.

d. The SF 1187 will contain the name, cost center number, and Social Security Account Number of the employee as it appears on the payroll records.

Section 4. Dues Allotment.

Allotted dues will be withheld each pay period in the amount established by the Union. The amount withheld will be exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The parties intend that the amended amount will be withheld effective the pay period following the effective date specified by the Union. Such changes will not be made more frequently than once every 12 months.

Section 5. Termination of Allotment.

The Payroll Servicing Office will terminate an allotment:

a. When the Union loses the required recognition under any of the conditions specified in the law, or if this Agreement is legally terminated or suspended, termination of dues allotment will be effective at the beginning of the first pay period after loss of exclusive recognition of this Agreement.

b. Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within 5 workdays after such a determination has been made by the Union.

c. When an employee voluntarily revokes his allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. The SF 1188 is the prescribed revocation form and may be obtained from the Payroll Servicing Office or the Union office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that their written revocation is received in the Payroll Servicing Office on a timely basis.

Section 6. Remittance of Dues Withheld.

The parties intend that within 10 workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, Redstone

Arsenal, Alabama, and a statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, including the following information:

- a. Identification of installation.
- b. Identification of Union.
- c. Alphabetical listing of members from whom deductions were made and amount of each deduction.
- d. Total number of members for whom dues were withheld.
- e. Total amount withheld on this payroll.
- f. Names of and reason for dropped members from the list.
- g. A copy of each written revocations for the pay period in which the revocation is effected.

ARTICLE 57

DELIVERY OF AFGE LITERATURE

Section 1. Distribution.

The Employer agrees to distribute informational literature or correspondence for the Union in the regular Department of the Army mail service internal to the SC CPOC. Mail handled for the Union will be accomplished in accordance with regulations.

Section 2. Email.

The Employer also agrees to allow email from the Union to employees. The content of the email will be limited to a brief description of the topic and contain a link to an AFGE website.

ARTICLE 58

COMPUTER/ADPEUSAGE

Section 1. General.

Employees will use Government computers and communication equipment only for official business. The Government retains the prerogative to monitor equipment use as needed to ensure compliance with applicable statutes and regulations.

Section 2. Performance Evaluation.

Computer monitoring will not be used to evaluate individual performance.

Section 3. Conflict.

Nothing in this Article is intended to conflict with Article 57

ARTICLE 59

AFGE BULLETIN BOARDS

The Employer agrees to permit the Union to place AFGE News Bulletins and other local business announcements on existing bulletin boards currently designated for Union use.

ARTICLE 60

PAY

Section 1. Payment.

Wages, including overtime, holiday and premium pay, shall be paid in accordance with this Agreement and applicable law and regulations.

Section 2. Loss of Pay.

Pay errors resulting in any loss of the employee's net earnings shall be corrected and payment disbursed expeditiously after employee notification to the servicing Defense Finance and Accounting Service (DFAS) office through completion of the applicable forms.

Section 3. Overpayment.

If an employee is overpaid for any reason and fails to respond to a notice that the full amount will be withheld during the following pay period(s), the fees and reimbursement may be withheld from the employee's pay unless the employee makes other acceptable arrangements with the servicing DFAS office. Employees who have been overpaid may request a waiver for the repayment of such moneys. Upon request, the Employer agrees to assist employees in obtaining the appropriate waiver forms.

ARTICLE 61

NEW EMPLOYEES

Section 1. Listing.

The Employer will provide, upon request, no more than once a quarter, a list of employees who are new. This service will be provided as long as automated systems allow for such a report to be generated.

Section 2. Orientation.

When the Employer holds new employee orientation, an appropriate amount of time shall be provided for a presentation by a Union official.

Section 3. Union.

New employees hired into a position within the bargaining unit will be introduced by the Employer to the SC CPOC Union Representative and will be given a copy of the Agreement.

ARTICLE 62

SENIORITY

When applicable in this Agreement, seniority will be determined by individual service computation dates as stated on the most recent Notification of Personnel Action (SF50) currently in block 31.