

PREAMBLE ARTICLE 1

This agreement is made and entered into by and between the National Training Center and Fort Irwin, California, hereinafter referred to as the Employer or the NTC, and the National Federation of Federal Employees, Local 2035, hereinafter referred to as the Union. The Union and the Employer hereinafter will be referred to as the 'Parties'.

The Employer and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of materials, supplies, and equipment; the improvement in quality of workmanship and service; the maintenance of effective supervisor/employee communications; the maintenance of an atmosphere in which every employee can give a day's work for a day's pay; the judicious use by employees of sick leave; the correction of conditions making for grievance and misunderstanding; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions and strengthening of morale in the Federal Service.

The Employer and the Union enter into this agreement with the intent and purpose to promote and improve the efficient administration of Fort Irwin and the well being of employees; to establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment to matters of mutual interest at the National Training Center and Fort Irwin.

DEFINITIONS ARTICLE 2

1. Absence Without Leave (AWOL) Any absence not approved.
2. Alternate Work Schedule The alternate work schedule includes any schedule that deviates from the normal five day per week, eight-hour per day, Monday thru Friday workweek. Both flextime and Compressed Work Weeks are alternate work schedules.
3. Amendment A negotiated change to an existing article.
4. Appropriate Medical Documentation Is documentation submitted by an employee signed by a health care professional, which clearly reflects that the employee was incapacitated for duty or was undergoing treatment or examination.
5. Approving Authority For the purpose of this document, the approving authority shall be those individuals who can determine what individuals and/or work units are eligible to participate in this program. These individual will normally be the Directorate Head, Special Staff Officer, or Command.
6. Arbitration A way of setting disputes by calling in an impartial third party whose decision is final and binding upon the parties.
7. Authority Means the Federal Labor Relations Authority (FLRA).
8. Bargaining Unit A group of employees represented by a labor union which has been granted exclusive recognition to bargain with the Employer on issues regarding conditions of employment-
9. Basic Work Requirement The number of hours, excluding overtime hours, which; an employee is required to account for by leave or otherwise.
10. Civil Service Reform Act (CSRA) Is referred to the Civil Service Reform Act of 1978, established under Public Law 95-454.
11. Conditions of Employment Means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions.
12. Consult/Confer Any dialogue with the Union in advance of any projected changes that may affect the working conditions of bargaining unit employees.

13. Credit Hours Credit hours are defined as hours of work under a flextime schedule within the tour of duty, which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a work day or work week. These hours are not considered overtime for the purpose of the Fair Labor Standards Act or under Title V. No more than two credit hours may be earned in any single workday.
14. Days When used in the Agreement means calendar days unless otherwise specified.
15. Details Is the temporary assignment to a different position or set of duties for a specified period of time, and the employee will return to his/her-regular duties at the end of the assignment.
18. Employer/Management Refer to the Preamble.
19. Essential Employee Personnel necessary for the mission to be accomplished for safety, health, security or welfare of the command.
20. Flexible Time Means that part of the schedule of working hours during which employees may choose their time of arrival at and departure from the work site, within limits consistent with the duties and requirements of the position and the limits established under this memorandum of agreement. To the extent permitted, credit hours may be accumulated to reduce the length of a workweek or a biweekly pay period.
21. Impasse The inability of the parties to arrive at a mutual agreement concerning negotiable matters through the negotiating process.
22. Investigation A meeting between a supervisor and an employee or group of employees, called by the supervisor, for the purpose of inquiring into an event or series of events to find the facts.
23. Leave Without Pay (LWOP) Absence in an approved status but without pay.
24. Mediator A third party from the Federal Mediation and Conciliation Service YMCS).
25. Negotiation Bargaining by representatives of the parties on appropriate issues with the intent or reaching agreement.
26. Notification The party is provided written communication that an action will be taken.
27. Official Duties Refers to duties or responsibilities derived by, an individual's assigned job description or detail.
28. On-going Situation Situations that are still pending and does not have an effective date.
29. Overtime Hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, except times under an alternative work schedule.
30. The Parties The Employer and the Union.
31. Principal Duty As those duties prescribed in employee's job description and identified as critical elements on performance standards.
32. Seniority Established by Service Computation Date (SCD) for leave as shown in the employee's official personnel folder.
33. Supervisor An employee having authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly direct them or to evaluate their performance, or to adjust their grievances or to effectively recommend such action to other officials.
34. Union Refer to the Preamble.

35. Union Official and/or Union Representative Any national representative of the Union and the duly elected or appointed officials of Local 2035, including Stewards.

36. Worksite The building or area at which the employee performs the majority of their official duties or where the employee is expected to report into work.

37. Work Unit Means an entity located in one place with a specific mission and with homogeneous procedures or technology, and headed by a supervisor or manager authorized to certify leave and attendance reports and approve leave.

RECOGNITION AND UNIT DESIGNATION ARTICLE 3

Section 1 The National Federation of Federal Employees (NFFE), Local 2035 is recognized as the sole and exclusive representative of all employees in the unit including non-professional employees, full-time, part-time, and temporary, as defined in Section 2 below, and the Union recognizes the responsibilities of representing the interest of all such employees without discrimination and without regard to employee organization membership, with respect to grievances, personnel policies, practices, and other matters affecting their general working conditions.

Section 2 The unit to which this Agreement is applicable includes all General Schedule (GS) and Wage Grade (WG) employees that are serviced by the Civilian Personnel Office, Fort Irwin, California. The following are excluded from the bargaining unit:

- a. All management officials or supervisors;
- b. Confidential employees;
- c. Employees engaged in personnel work in an other than purely clerical capacity;
- d. Temporary employees with appointments of ninety (90) days or less;
- e. Intermittent employees, and
- f. Any statutory exclusion required by USC 7112.

Section 3 The Agency recognizes that, as the exclusive representative of employees in the unit, the Union has the right to speak for and bargain on behalf of the employees it represents.

Section 4 If after local discussions and the parties do not agree over whether the position(s) is (are) Inside or outside the unit either party may file a unit clarification petition with the Federal Labor Relations Authority Disputes concerning the inclusion/exclusion of a position in the bargaining unit will be resolved under procedures of the Federal Labor Relations Authority. Until the dispute is resolved, the bargaining unit status shall remain as shown on the latest uncontested roster of bargaining unit employees, unless changes are permitted by the Authority. The Union agrees that any bargaining unit roster shall be considered uncontested if no dispute or objection occurs within thirty (30) days of receipts.

RIGHTS AND OBLIGATIONS OF THE EMPLOYER ARTICLE 4

Section 1 Nothing in this agreement shall effect the authority of any management official or representative to determine the mission, budget, organization, number of employees, and internal security practices; or in accordance with applicable laws: to hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees; or to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted; or, with respect to filling positions to make selections for appointment from properly ranked and certified candidates for promotion or any other appropriate source; or to take whatever actions may be necessary to carry out the mission during emergencies.

Section 2 Nothing in this section precludes the Employer and the Union from negotiating, at the election of the Employer:

- a. On the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials of the Employer will observe in exercising any authority under 5 USC 7106(a); or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106(a) by such management officials.

Section 3 Management will notify the union of decisions made under 5 USC 7106(a) and 5 USC 7106(b)(1) and afford the union the opportunity to request procedural and impact bargaining. Such bargaining is applicable when the exercise of the 5 USC 7106(a) or (b)(1) authorities substantially affect the general working conditions of the total bargaining unit.

Section 4 In the administration of all matter management and the union are governed by:

- a. Existing or future statute or case law.
- b. Published agency and Government-wide policies and regulations in existence at the time the agreement was approved or subsequently published agency or Government-wide policies and regulations. Management in these cases will notify the Union of the new policy and or regulation and of the local implementation date.

Section 5 The Union recognizes the Employer's right to take such action as may be necessary to insure the internal security of the installation.

EMPLOYEE RIGHTS AND RESPONSIBILITIES ARTICLE 5

Section 1 General

- a. In an atmosphere of mutual respect, all employees will be treated As required by- law and statute and without discrimination in all aspects of personnel management, without regard to political affiliation, union activity, race, color, religion, age, sex, marital status, national origin, and/or non-disqualifying handicapping conditions, with proper regard and protections of their private and constitutional rights. It is therefore agreed that management and the employee will endeavor to promote working conditions which are conducive to exchanging and improving morale, mission accomplishment, and efficiency.
- b. Instructions and counseling will be given in a reasonable and constructive manner.
- c. Any disciplinary or adverse action taken against an employee will only be for just cause.
- d. If the employee receives conflicting or unclear instructions, he/she should request clarification from that official. If the employee is not satisfied with this answer, the employee will complete the assignment and may file a grievance.
- e. Employees will not be subjected to intimidation, coercion, harassment, and/or reprisal, nor be used as an example to threaten other employees.

Section 2 Rights to Union Membership.

Every employee shall have the right to form, Join, or assist any labor organization or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by the CSRA, such right includes the rights to:

- (1) Act for a labor organization in the capacity of representative and the right, In that capacity to present the views of the labor organization to heads of agencies and other officials of the executive branch of Government, the Congress, or other appropriate authorities; and
- (2) Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII.

Section 3 - Right to Union Representation

In situations where employees wish to see a representative, either Union or Management, during normal work hours, the following procedure will be utilized:

- a. The employee will request time through his/her supervisor, to seek assistance of the representative;
- b. The employee will not be obligated to explain such request in detail but may provide the general nature of the request;
- c. A request for time to see a representative will normally be granted; however, if work commitments does not allow time, the supervisor will inform the employee of the time practicable at which time the employee can expect to be released. This release should come within one (1) working day.

Section 4 Use of Recording Devices.

No electronic recording of any conversation between a unit employee and a management official will be made without mutual consent of all parties. When a recording is made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of it.

Section 5 Personal Rights

- a. The Employer affirm the right of an employee to conduct his/her private life as he/she deems fit as long as this does not conflict with the law or established Government regulations. However, off-duty misconduct may subject an employee to disciplinary action if there is a relationship or nexus between the misconduct and the employee's position.
- b. Outside employment must be reported in accordance with applicable regulations and in accordance with 5 CFR 735.203.

Section 6 Nondiscrimination

No employee will be discriminated against by either party because of race, age, creed, color, sex, religion, national origin, marital status, mental or physical handicap, or non-merit factors.

Section 7 Communication

- a. It is agreed and understood that employed have the right to communicate with and visit:
 1. Union Office
 2. Civilian Personnel Office
 3. Inspector General
 4. Installation Safety Office
 5. Equal Employment Opportunity Office
 6. Employees will be afforded a reasonable amount of duty time to prepare and present their grievances and/or complaints.

Section 8 Unlawful Orders

Employees have the right to refuse unlawful orders that would require the employee to violate the law.

Section 9 Counseling

- a. Counseling will be reasonable, fair, and used constructively to encourage an employee's improvement in areas of performance and conduct. Counseling should not be viewed as disciplinary action.
- b. When it is determined that counseling is necessary, the counseling will be accomplished during a one-on-one interview between the employee and the supervisor, normally it should take place within three (3) days of the incident.

- c. At the conclusion of this counseling session, the employee may grieve the counseling. The procedures outlined in the Grievance Article of this Agreement will be adhered to.
- d. However, the provisions of this section should not discourage an individual supervisor from exercising discretion in dealing with employees on a daily basis about daily work assignments.
- e. Written Counseling. The written counseling will be accomplished in the same manner specified above, except that a written counseling will be given to the employee. The employee will be given a copy of any written counseling. The Union may also request a copy.

Section 10 Investigations

- a. Before being questioned in a formal investigation, the employee will be informed as to why he/she is being questioned.
- b. Before the employee, who is the subject of a formal investigation is questioned, he/she will be informed of the nature of the allegations.
- c. Before being questioned or being required to provide a written or sworn statement, the employee will have the right to be represented by the Union. If an employee is the subject of an investigation, the employee will have the right to be represented prior to being questioned or required to provide a written or sworn statement. Except in rare and unusual circumstances, if the employee desires a representative, the investigation will wait a reasonable period of time (normally no more than one working day) before proceeding if a representative is not available.
- d. A copy of the completed and final statement will be given to the employee and/or the employee's designated representative upon request.
- e. Confidentiality and the provisions of the Freedom of Information and Privacy, Acts will be utilized at all times, except as specifically authorized, disclosure will not release any information about an investigation.

Section 11 Eating Areas

- a. The Employer agrees that a designated area in building in which employees normally carry out their work may be provided for employees to eat lunches brought from home or take their rest breaks. Every effort will be made to maintain existing eating/break areas. Union official will be notified any changes proposed.
- b. Employees who are not located within a reasonable walking distance of their assigned work site or designated eating areas will be allowed the time necessary before the beginning of the lunch period to return to the assigned work site or to reach a designated eating area. Supervisor will determine the time to be allowed.

Section 12 Transportation

The Employer will ensure that all government-owned transportation utilized to transport employees meet the Department of Transportation, OSHA, and local vehicle code regulations for safe operation. The Employer will provide assistance to employees in arranging transportation when personal and family emergencies occur and transportation is needed to resolve the situation.

UNION RIGHTS AND REPRESENTATIONAL FUNCTIONS ARTICLE 6

Section 1 Recognition

- a. The Employer recognizes that the Union has the exclusive right to represent all employees in the bargaining unit in negotiations and joint meetings with the Employer in regard to all matters affecting the conditions of employment;

b. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union regarding formulation and implementation of any new policy affecting employees or their conditions of employment.

Section 2 Union Officials

a. The Employer will recognize the duly elected or appointed local officers and representatives designated by the Union, including stewards.

b. The Union will supply to the Employer, in writing, and will maintain on a current basis, a list of Union officers and representatives, including stewards' areas of representation. The Union may post the list of local officers and/or stewards on bulletin boards.

c. The Employer will recognize representatives of the NFFE national office. The Union shall inform the Employer of visits to be made by representatives of the national office.

Section 3 Internal Union Business

The Union shall be free from management interference in its internal operation.

Section 4 Representation

The Union will be provided an opportunity to be represented at all formal meetings and discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, and/or matters affecting the general working conditions of employees in the bargaining unit.

a. Any Union initiated proposals for new policy or change(s) established policies, directives, regulations or resolution of a problem will be presented to the Chief, LMER. Proposals initiated by the Employer shall be presented to the Union President or designee in writing.

b. New or changed policy proposals which are agreed to in bargaining shall be signed by the Employer or designee and the Union President or designee.

c. The Union has the right to have a representative present at all formal discussions between the Employer and employee(s) held in course of proceedings conducted to resolve complaints or grievances submitted by a bargaining unit member. The Employer will notify the Union President or designee before such discussion is held. The Union shall be allowed one working day to provide a representative, and the representative shall be permitted to present the views of the Union during the discussions.

d. The designation of an employee as a Union representative shall be a matter solely for the discretion of the Union. It shall not be required that the employee so designated be a member of the same organization as the employees' represented.

Section 5 Stewardship

a. The Union shall designate bargaining unit employees as stewards, and determine the number and location of stewards (in this context, the term steward includes Union officers who are in the bargaining unit). The stewards will represent employees in dealings with supervisor about application of this agreement, about matters affecting their working conditions, and presentations of grievances or complaints.

(1) Normally a steward will only represent employees in his/her own organization.

(2) The Union will designate, in writing, the steward(s) in each organization. For those cases where there is no steward employed in an organization, the Union will assign another steward.

(3) The Union agrees to maintain with the Employer an up-to-date steward listing, and the Employer agrees to distribute this listing in a timely manner.

b. It is agreed that stewards may receive, investigate, prepare, and present employee complaints, grievances and appeals during duty hours, on official time without charge to leave. Accordingly, Stewards and Union officers are granted a reasonable amount of time during their regular duty hours to attend to their representational responsibilities. The Union agrees that stewards/Union officers will be economical and prudent in their use of official time and use it only for representational and related functions, and not for internal Union business or personal matters. If either party has questions or concerns regarding official time usage, the matter will be objectively and frankly discussed with the other party.

c. Union stewards and/or officers shall request permission in advance to leave their work sites for the purpose of conducting labor management relations business.

(1) In the event, the immediate supervisor is not available, permission will be requested of the next level supervisor in the management chain.

(2) Before requesting permission to leave the work site, the Union steward/officer will verify the fact that the person he/she wants to see is available.

(3) Present workload and related priorities will be considered by the supervisor when authorizing official time away from their jobs. If permission cannot be granted as requested, the supervisor shall inform the steward/officer of the appropriate/approximate time that permission will be granted. In the absence of compelling reasons, permission shall be granted.

(4) Union stewards and/or officers will, whenever practical, obtain information, answer questions, and etc., by telephone. Normally, union representational duties will be conducted promptly.

Section 6 Written Survey and Questionnaires

The Employer will not survey bargaining unit employees regarding changes to conditions of employment, without prior notification to the Union. Nothing in this section precludes the Union from the right to bargain over conditions of employment.

Section 7 Committee Participation

a. As part of its responsibility, the Union shall provide representatives to serve on such committees where pertinent regulations and/or this Agreement allows for Union representation.

b. The Union will be afforded the opportunity to be represented on other committees that deal with civilian personnel policies and practices, and procedures or the welfare of employees, or other related matters appropriate for Union participation.

Section 8 Restraint

There shall be no restraint, coercion or discrimination against any Union steward/official because of the performance of duties in consonance with this Agreement, or against any employee for filing a complaint or acting as a witness under this Agreement and/or applicable laws and regulations.

UNION REPRESENTATIONAL FUNCTIONS ARTICLE 7

Section 1 General

The parties recognize that the official duties of a representative serve to promote the best interest of the organization and employees. It is agreed that there will be only one union representative on official time at any step of the grievance and/or complaint. Further, official time will not be permitted for employees who are already in a leave status or perform representational duties outside the bargaining unit in which they are employed.

Section 2 Approved Union Activities

Activities in which Union Officials and Stewards may appropriately engage, for reasonable periods of time, during duty hours without charge to leave or loss of pay include the following:

- a. Receive, investigate, prepare, Present and resolve employee grievances.
- b. Represent unit employees in formal disciplinary action proceedings.
- c. Attend formal meetings between the Employer and employees when such meetings are called by management.
- d. Participate in arbitration hearings in either a representational capacity or as a witness.
- e. Present Union grievance to the Employer.
- f. Respond to Management grievances.
- g. Attend Union sponsored training approved by Management.
- h. Participate in periodic or special Union/Management meetings.
- i. Represent Union at third party proceedings.
- k. Participate in Mid-Contract and Collective Bargaining.
- k. Prepare, present, and meet with Management in relations to Unfair Labor Practices and/or participate as a witness.
- l. Advise employees on regulations or the Agreement and their rights as employees.

Section 3 Union officers and stewards, when leaving their work area to transact appropriate Union business during regular working hours, shall first advise their immediate supervisors and will, at that time, inform them of the general nature of the business to be transacted (e.g., grievance, hearing, appeal, complaint, appointment with a management official), the general location of the destination (e.g., Civilian Personnel Office, the Union office, directorate/branch), and the phone number, if available, where the Union representative can be reached. A request by a designated Union Representative for time to perform representational functions shall normally be granted; however, if because of work commitments of a pressing nature, the supervisor Cannot reasonably approve such request, at that time, the Union representative will be informed of the time at which the representative can expect to be released. Upon entering a work area, under the cognizance of a supervisor other than their own, to investigate a grievance, Union officers or stewards shall contact the supervisor, explain the general nature of their business, and obtain permission to contact the employee. Union officers, stewards and employees contacted will advise their supervisor upon return to work.

Section 4 In order to account for the total hours and usage spent by Union representative on approved Union activities the following procedures will be followed. The Official Time Report (OTR) will be completed by the Union representative and turned into his/her immediate supervisor. The OTR will reflect the amount of time used on approved Union activities and the specified activity undertaken, and supervisory persons, if contacted. Union representative will be expected to complete the OTR when they return to duty and are checking back with their immediate supervisor. In cases involving extended representational activities and/or consecutive meetings, Union representatives will turn in the OTR no later than the end of each working day, unless such activities So beyond, in which case the OTR may be turned in at the beginning of the following work day. The OTR may be modified upon mutual consent of the parties without reopening the agreement.

Section 5 All representational matters will normally be handled by the assigned organizational steward. The Union will designate the necessary number of stewards to ensure that employees have ready access to representation and enable the Union to carry out its responsibilities. The Union will designate stewards and the areas they are assigned to represent so bargaining unit employees have access to a steward in their work area (directorate or special staff activity level). An employee's request for a representative other than the assigned steward shall be made to the Chief Steward in the bargaining unit.

Section 6 Use of official time for activities not authorized by this agreement or failure to adequately describe the time used may result in the retroactive denial of use of official time.

Section 7 The Union recognizes its obligation to ensure official time for representational purposes is not abused and will cooperate with the Employer and make every effort to prevent abuse. Any questions by a supervisor concerning the use of official time will be brought to the attention of the Labor Relations Specialist. If the Employer alleges that the use of official time had been abused, the alleged offender and the Union will be notified in writing. The Union agrees to investigate the representative's use of official time and to notify the Employer in writing within five (5) work days as to its determination of the propriety of such use of time or any corrective action which will be taken.

NEGOTIATIONS ARTICLE 8

Section 1 This article describes the procedure for midterm bargaining on matters and provisions not previously discussed or covered by this agreement.

Section 2

a. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new revised policy that is proposed during the life of this agreement. Prior to effecting changes in conditions of employment which adversely effect members of the bargaining unit, the Employer will notify the Union as soon as possible but no later than ten (10) days prior to its intent to implement the change so that the Union is afforded a reasonable opportunity to consult on the change and to request bargaining.

b. The Employer will notify the Union prior to making changes in existing benefits, practices, and understandings that have been known to the parties and not specifically covered by this agreement. This provision applies only to matters that are appropriate subjects for negotiation.

Section 3 Prior to the expiration of the advance notification period, for any change subject to bargaining, the Union may take one of the following actions:

a. Demand Immediate Bargaining. If this is the case, the Union will notify the Civilian Personnel Office (CPO), or the Labor Relations Specialist (LRS) in writing within ten (10) days of being notified of the change. Within five (5) days after this notice the Union will provide its proposals in writing. Negotiations will commence at mutually acceptable times as soon as possible after management's request of the Union proposals.

b. Recommend Trial Period. If such is the case, the management agrees, the policy or regulations may be implemented for a period of no more than one(1) year from the date of the Union notice. During the trial period the progress of the policy or regulation should be discussed at the monthly meeting, or sooner, as appropriate. If at the end of the test period management desire to keep the policy or regulation, the Union may request negotiations as outlined in 'a' above.

c. Recommend Implementation. If such is the case, the Union may either notify management or just not respond within the notice period. Failure to make timely response shall constitute a waiver of consultation or negotiating rights concerning the policy or regulation.

d. When either side considered a proposal unacceptable for any reason (poorly drafted, unnecessary in the contract, illegal, etc.) it will respond with the reason for unacceptability or provide a counter proposal.

Section 4 Only the designated negotiators for the parties shall conduct negotiations. The Union may designate a number of negotiators equal to the number of the Employer's designated negotiators.

Section 5

a. If management has proposed to make a change In personnel policies, and other term or conditions of employment, and the Union has requested negotiations and met its obligations under Section 1, above, the Union and management shall meet in order to reach agreement.

b. After all items on which agreement can be reached have been disposed of the parties shall attempt to resolve the other pending Issues. Either party may seek the services of mediation do not resolve the impasse, either party may seek the services of the Federal Services Impasses Panel.

c. Negotiability disputes including 'compelling need' questions shall be resolved in accordance with 5 USC and the rules of the FLRA.

LABOR MANAGEMENT MEETINGS ARTICLE 9

Section 1 Employer-Union meetings will be held monthly on the first Thursday of each month unless mutually agreed otherwise for the purpose of exchanging information and discussing topics of general interest to the bargaining unit represented in this agreement at a time mutually agreed upon. The meeting will be chaired by the Civilian Personnel Officer or his designated representative. Either party agrees to notify the other of its' intention to meet by the Friday prior to the meeting.

Section 2 Each party agrees to provide the other their proposed representatives and subjects for discussion by the Monday prior to the meeting. Sufficient background information will be provided with proposed subjects as will allow the parties to engage in meaningful dialogue on the subjects.

Section 3 The meeting will be conducted in facilities provided by the Employer unless otherwise mutually agreed. The parties will have as their primary purpose, consideration of such matters as: the encouragement of good human relations in employee-supervisory relationships; exchange of views concerning the implementation and application of the agreement; and exchange of view concerning interpretation and application of statutes, regulations and policies.

Section 4 The Employer agrees to keep a suitable record on the proceedings of each meeting. Other than the recorder, each party will be limited to not more than three (3) representatives each at the meeting. Bargaining unit members representing the Union will, if otherwise in an active pay status, be allowed official duty time without loss of pay or charge to leave in accordance with the other provisions of this agreement. No overtime pay or compensatory time off will be authorized for performance of these representational duties.

Section 5 It is agreed by the parties that this meeting is not the proper forum to address individual complaints or grievances. The parties agree to submit all grievable matters to the negotiated grievance procedure for final disposition concerning any issue which may occur in the day-to-day administration of the agreement.

Section 6 The parties understand and agree that positive labor-management relations is the result of frank and open discussions of problems. Should the Employer or Union disclose the intention to seek the services of any third party, both parties shall act promptly and earnestly to resolve the issue locally. Seeking the advice or assistance of higher level organizations (e.g., DOD/Army Commands or NFFE Regional 6 or National office) shall not require notice.

LABOR MANAGEMENT RELATIONS TRAINING ARTICLE 10

Section 1 The Parties agree that LMR training is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling, safety and information relating to Federal personnel/labor relations law, regulations, and procedures). Training which relates to internal union business will not be conducted or attended on official time.

Section 2 If otherwise in a duty status, recognized Union officials may be granted official time to attend Union related training sessions when, in the opinion of the Employer, such training would be mutually beneficial to the Union and the Employer. The Union will be granted a block of 400 hours per calendar year to attend such Union sponsored training with no individual receiving more than 40 hours per calendar year for this purpose. Hours are non-cumulative from year to year.

Section 3 The request for such administrative leave will be submitted in writing on behalf of employees by the Union to the civilian Personnel Office as early as possible but a minimum advance notice of ten (10) working days is required to allow adequate time for a decision. At a minimum, the request should contain:

- a. Name, and organization of employees involved;
- b. Official office title employee holds in the Union;
- c. Purpose of the leave and why training is needed;
- d. Copy of the Agenda of training session;
- e. Number of hours requested including travel time; and
- f. Dates for which each employee is to attend the session.

Section 4 The employees involved will advise their supervisors of the request and the period of time requested. Supervisors are responsible for determining whether the employee can be spared from his or her duties and will so indicate when contacted by the Civilian Personnel Office. The Employer will review the request and recommendations by the supervisor, and approve or disapprove the use of excused absences in those situations. If any or all of the official time is disapproved, and the supervisor has indicated that the employee can be spared from his or her duties, the employee may request annual leave or leave without pay.

Section 5 Within five (5) days of completion of training, for which official time was granted, the Union will provide the Civilian Personnel Office a list or copies of training certificates of employees who actually attended the training.

FACILITIES AND SERVICES ARTICLE 11

Section 1 Union Office Space.

- a. Suitable office space as determined by the Union will be provided by the Employer. The Union Office is currently Building T-543. Should it become necessary to relocate the Union Office, the Employer will provide reason(s) in writing at least sixty (60) days prior to the anticipated change of location. In such case, the Employer will provide the Union with comparable or better facilities when available. Any expenses incurred in the Government's interest by the change of location will be paid and borne by the Employer.
- b. The Employer shall afford the Union the same services as those provided to all other organizations occupying government-owned buildings or spaces. Such services include but are not limited to adequate heating and cooling, working restrooms, office furniture and equipment, surplus/excess equipment (when available), and janitorial services on a reimbursable basis.
- c. The Union will be responsible for the security of any office space and furnishings that they have physical control over, and such security shall be maintained in accordance with applicable regulations.
- d. The Union agrees that officers and/or representative will not utilize the Union Office for internal union business while on official time.

Section 2 Meeting Space

If the Union office space is insufficient for meeting(s), the Employer will provide the Union with use of suitable space for meetings during non-duty hours of employees involved when such space is available. The Union agrees to exercise reasonable care in the use of such space.

Section 3 Telephones

- a. Union officers and/or stewards may use the installation telephone systems when necessary in handling representational duties. Arrangements will be made so usage does not interfere with normal business at the worksite. The Employer agrees to supply the Union with a 'CLASS A' telephone in the Union Office. The Union will not use government telephones for internal union business.
- b. Union Office space shall allow for the Union to obtain commercial telephone service for their exclusive use. Telephone service for the exclusive use of the Union will be at the Union's expense.
- c. The Union Office will be listed in the Installation's telephone directory.

Section 4 Employer Lists

The Employer agrees to furnish the Union, upon request, up-to-date list of all employees in the bargaining unit showing:

- (1) names;
- (2) pay plan, occupational series and grade; and
- (3) organization.

These lists will be provided quarterly.

Section 5 Bulletin Boards

- a. The Employer agrees to provide the Union with adequate space (i.e., four (4) 8 1/2' by 11' documents) on bulletin boards in areas normally used for communicating to employees. Each area where required information is mandatory to be posted (i.e., IG, EEO, Safety, Work Related Injuries, etc.), the Union communication will be posted.
- b. Periodic inspections of bulletin boards can be performed by the Union to ensure compliance with applicable laws and regulations, and mandatory postings. The Employer agrees to correct all discrepancies expeditiously upon Modification of noncompliance.

Section 6 Internal Mail

The Union and/or its representative may use the internal mail system in the performance of representational functions. However, the use is limited to official business only and is not for internal Union business.

Section 7 Publications

- a. The Employer agrees to make available during normal duty hours to the Union and/or employees, all publications of OPM and other pertinent regulations, directives, and publications, if maintained by the Employer.
- b. The Employer agrees to give the Union access to the LMER Library, SJA Law Library, and other libraries, which contains applicable publications, court decisions, and other pertinent legal/labor relations data.
- c. The Employer agrees to provide and furnish the Union with a copy of proposed installation and tenant organizations policies, directives, regulations relating to unit employees or their working environment.
- d. The Employer agrees to provide to the Union at their request copies of the CPO employee Bulletins; installation and tenant organizations' regulations, circulars, directives, and all Vacancy Announcements (permanent and/or temporary) in the bargaining unit.
- e. The Union may distribute general information, publication, and newsletters in office waiting areas or breakrooms after approval of the building occupant.

Section 8 Day Care Facilities

The Employer agrees to allow employees voluntary use of the Installation's Day Care Facilities in accordance with applicable law and regulation. Service charges and fees will be established and determined by the Employer.

STANDARDS OF CONDUCT ARTICLE 12

The Parties agree that all Department of Army personnel, employees and supervisors alike, should maintain high standards of integrity, conduct and concern for the public interest, thereby promoting Government efficiency and effective mission accomplishment. Further, the parties agree that all employees should receive fair treatment in all aspects of personnel management, consistent with merit principles, and consistent with the Civil Service Reform Act of 1978. This article is a general statement of principles stated in the Civil Service Reform Act and other applicable regulations and policies. These stated principles are meant to serve as general guides for an effective employer/employee relationship.

Section 1 The Employer is expected to:

- a. Provide positive leadership to the employees in the unit.
- b. To encourage in their subordinates a sense of belonging and responsibility.

- c. Provide advice to individual employees who request assistance as to whether a particular action would meet the standards of conduct expected.
- d. Treat all employees under their supervision in a fair and equitable manner.
- e. Outline the work to be accomplished, standards of performance expected and assure that changes in work assignments are coordinated through the immediate supervisor to the employee.
- f. Explain to the employee the supervisory channels of the particular activity and adhere to the chain-of-command except when mission essential support is required and the immediate' supervisor is unavailable.
- g. Refrain from abusing or ridiculing an employee.

Section 2 All civilian Army employees are expected to:

- a. Report to work on time in a condition which will permit them to perform assigned duties, ready to work in accordance with the Fair Labor Standards Act.
- b. Exercise courtesy and tact in dealings with fellow workers and the public.
- c. Conserve and protect Federal funds, property, equipment and materials.
- d. Maintain the confidentiality of all information acquired in the official performance of duties, and ensure only, those with a bona fide need to know are given access in accordance with appropriate laws, rules, and regulations.
- e. Observe the various laws, rules, and regulations.
- f. Uphold with integrity the public trust involved in the position to which assigned.
- g. Be responsible for performing their work to the best of their ability.
- h. Refrain from ridiculing or abusing supervisors.

GAMBLING ARTICLE 13

Gambling or soliciting others to gamble while on duty or at the work site is prohibited, except as specifically authorized by statute.

EMPLOYEE INDEBTEDNESS ARTICLE 14

Section 1 General

The parties agree that an employee is responsible for paying his/her just debts. The employer will notify the employee before making any withholdings and/or deductions from the employee's pay directed by law (including court orders) or applicable laws and regulations.

Section 2 Collection

Collecting an employee's financial obligations to DOD or non-DOD agencies may be subject to withholdings and/or deductions only after prior notification is made to the employee in accordance with AR 37-105.

Section 3 Written Consent

The Employer agree to comply with the provisions and limitations of the Freedom of Information and Privacy Acts, and/or laws and regulations about releasing any financial information about employees without their written consent. Furthermore credit verification by a financial/credit institution will only be released after confirmation by

the employee. No information other than the employee's name, organization, position title and grade, and length of employment will be released unless written consent is granted by the employee.

Section 4 Counseling Services

If the employee can show that the beset of financial problems are affecting and/or could affect job performance, a referral may be made to the Civilian Counseling Services Program (CSSP). Employees will be informed of what financial counseling services are available to them.

DRESS STANDARDS ARTICLE 15

The employer will normally not prescribe the details of an employee's attire; however, the dress must not be unsafe or unhealthy and must not contribute to a disruptive or non-productive work environment.

NEW EMPLOYEE ORIENTATION ARTICLE 16

Section 1 Orientation of New Employees

At scheduled sessions, employees new to Fort Irwin shall be informed that NFFE Local 2035 is the exclusive representative of employees in the bargaining unit. If the Union representative is not present, management agrees to inform employees of the Unions right of representation. The Employer will provide the Union with notice of the date, time and place of scheduled orientations.

Section 2 Union Presentation

The Union shall be allowed twenty minutes to provide employees with an introduction to the purposes, goals and achievements of the Union.

Section 3 List of New Employees

The Employer shall furnish a roster of new employees to the Union prior to the scheduled orientation. The following information regarding new employees of the bargaining unit will be furnished at least seven (7) days in advance of the scheduled session:

- a. Name
- b. Position title and grade
- c. Organizational assignment
- d. Date entered on duty at Fort Irwin.

Section 4 Union Literature Distribution

The Union may distribute and leave its literature, as Allowed by law, in a location where employees leaving the orientation have access to the materials. Copies of the contract and the list of Union officers and representatives shall be made available for bargaining unit employees desiring a personal copy of the agreement.

HEALTH BENEFITS ARTICLE 17

Health Benefit Plans Brochures for the NFFE Health Plan shall be made available to all eligible or prospective eligible employees upon their entrance on duty on the same basis as other approved health and insurance plans. Prospective subscribers will be referred to the Union so that they may be informed of the requirements to enroll in this plan.

Section 1 The Employer shall deduct Union dues from the pay of all employees who voluntarily authorize such deductions and who are included in the Bargaining Unit as described in the Unit Designation. All payroll deductions and transmittals will be made at no cost to the Union.

Section 2 Union dues shall be deducted by the Employer from an employee's pay each bi-weekly pay period when the following conditions have been met:

- a. The employee is a member of Local 2035, NFFE, and has voluntarily completed Authorization Form SF 1187.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The President of the Local, or his designated representative, has completed and signed Section A of Standard Form 1187.
- d. Certified Authorization Forms will be submitted to the Management Employee Relations Office.

Section 3 The Union shall supply to the employee involved Standard Form 1187 and shall be responsible for the distribution of such forms to its members and for the completion of Section A thereon, including the certification of the current amount of such scheduled dues to be deducted each bi-weekly pay period.

Section 4 Authorizations will become effective the first pay period which begins after five (5) working days of receipt by management. If the amount of scheduled dues is changed by the Union, The Finance and Accounting Office, Civilian Payroll Section, will be notified in writing by the Union of the new rate and the effective date of the change. The new amount will be withheld effective after five (5) working days of receipt by management, unless a later date is specified by the Union. The allotted dues shall be fixed by a schedule provided by the Union for employees covered by this agreement and shall allow for an even money deduction from each bi-weekly pay check. One change in the schedule may be made in a twelve (12) month period.

Section 5 An employee's voluntary allotment for the payment of dues shall be terminated effective the first pay period following the pay period in which any of the following occur:

- a. Loss of Exclusive Recognition by the Local.
- b. When the employee is separated from the installation for any reason or is moved to a position wherein he is excluded from the bargaining unit.
- c. Upon receipt of written notice from the Union.

Section 6 The Civil Service Reform Act states that a member of a bargaining unit who has voluntarily elected to have regular and periodic dues withheld is not allowed to revoke such an allotment until after one year.

a. Employees desiring to terminate an allotment may do so by submitting a SF-1188 to the Finance and Accounting Office, Civilian Payroll Section, at the following times:

- (1) 30 days prior to the anniversary date, to be effective the first pay period after the anniversary date; or
- (2) 1 August of any year, once the statutory obligation has been fulfilled.

b. The Employer will retain supplies of SF-1188 forms at the Finance and Accounting Office and the Civilian Personnel Office.

Section 7 Within five working days following the end of the twelve day pay lag cycle the Employer will remit to a designee of the Union the total amount of dues withheld for the pay period. The remittance will be accompanied by a duplicate statement containing the following information:

- a. Identification of the installation.
- b. Identification of the Union.
- c. Employee identification number and name of member for whom deduction was made and the amount of deduction.
- d. Employee identification number and name for whom deduction is authorized but not made, with coding as to the reason for non-deduction.
- e. Total amount withheld from the payroll.

Section 8 The Union will be responsible for informing its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing allotment, as well as the provisions and procedures for revoking such an authorization. The Management-Employee Relations Division staff may also answer specific questions regarding the revocation of dues allotment by referring employees to the Article.

TRAFFIC AND PRIVATELY OWED VEHICLES ARTICLE 19

Section 1 The Employer and the Union recognize the importance of traffic control measures for good order and discipline, and for the safety of the community.

Section 2 Employees will be afforded the opportunity of parking their privately owned vehicles on the Installation during the employee's work hours, reasonable close (normally not further than fifty yards) to the employee's work area, providing the vehicle is properly registered under DOD provisions.

Section 3 Army Regulation 190-5 and NTC Supplement thereto will govern traffic violations for all civilian employees while on the installation premises. Traffic violators are subject to the provisions of the Federal magistrate court system, including hearings, fines, and contempt of court procedures.

Section 4 Reserved-parking spaces will be afforded to the extent possible to ambulatory physically handicapped employees. For handicapped employees to be provided designated handicapped parking the employee must be certified as having a handicap that requires such accommodation.

Section 5 Additional reserved spaces may be allocated only in accordance with the Commander's guidance. Use of reserved spaces may be made for Government vehicles, patients and customers of facilities, and those individuals specifically authorized by the applicable regulations.

HEALTH, SAFETY AND ENVIRONMENT --ARTICLE 20

Section 1 Responsibility

- a. It shall be the responsibility of the Employer to establish and maintain an effective and comprehensive Occupational Safety and Health Program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970, Executive Order 12196 (dated February 26, 1980), and the Department of Labor Regulation 29 CFR 1960 (hereinafter, Part 1960). The Employer agrees to recognize the Union's rights under Title VII of the CSRA in monitoring and providing input to the administration of this program.
- b. The Employer agrees to provide a safe and healthful work place for all employees, and will comply with all applicable laws and regulations relating to the safety and health of employees. All employees, supervisors and management officials are responsible for prompt reporting of observed unsafe conditions, to their immediate supervisor. Supervisors, who become aware of unsafe conditions will investigate the conditions and shall consult with safety officials for advice and assistance to resolve the condition.
- c. The Union agrees to support the full compliance with safety practices and regulations.

Section 2 Installation Safety Representative

- a. The Employer agrees to recognize a designated representative or alternative as the Union's Installation Safety Representative. The representative will be provided reasonable official time, and access to safety manuals and publications. The representative may grieve if management is unreasonable by denying official time.
- b. The Employer will provide official time under the provisions of this Agreement for this representative to attend conferences that provide information pertinent to the Employer's Safety Program.
- c. The Safety Representative or alternative shall be a member and participate fully in meetings, deliberations, and/or other activities of the Installation Safety Committee. In further recognition that interest and concern cannot be limited to the Safety Committee, and the Union agrees to require its representative, stewards, and/or other members of the bargaining unit to consult with supervisors on health and safety problems as they arise.
- d. Subject to the provisions of this Agreement, a Union representative shall be given the opportunity to accompany inspection teams, to include higher headquarters or Department of Labor, in investigations or annual inspections of areas where bargaining unit employees are employed.

Section 3 Standards

The Employer agrees to comply with recognized Occupational Safety and Health standards issued under Section 6 of the 29 CFR 1960 and/or where the Secretary of Labor has approved compliance with alternate standards in accordance with Part 1960. The Employer agrees to consult with the Union and provide the Union, upon its request, an opportunity to discuss the issues prior to the submission of any alternate standards to the Secretary of Labor.

Section 4 Abatement of Unsafe and Unhealthful Working Conditions

- a. The Employer agrees to ensure prompt abatement of unsafe and unhealthful working conditions. Once it has been officially determined that an unsafe and unhealthful working condition exists, a notice will be posted in accordance with AR 385-10.
- b. Whenever the Employer cannot abate a serious, an unsafe or unhealthful working condition within thirty (30) calendar days, it shall prepare an abatement plan with the cooperation of the Employer's Safety Officer or designee. Such plan shall contain a proposed timetable for abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthful working condition. All employees subject to the hazard will be advised of interim measures in effect and will be kept informed of subsequent progress on the abatement plan. Prior to the establishment of the official abatement plan, it is agreed that the Employer's Safety Officer or designee will ensure that interim steps are taken for the protection of the employees.
- c. Special precautions should be taken to minimize the adverse effects of extreme temperatures on employees. Reasonable effort will be made to rotate employees in and out of extreme temperatures to the extent possible without disrupting operations. In addition, employees working under extreme conditions will be given more frequent breaks, as dictated by appropriate government medical authorities, to prevent temperature related injuries to the extent considered practicable by the supervisor.

Section 5 Employee Reports of Unsafe or Unhealthful Working Conditions.

- a. Any employee, or representative of employees, who believes that an unsafe or unhealthful working condition exists in any workplace where such employee is employed, is encouraged to report the unsafe condition to his/her supervisor and will have the right to make a report of the unsafe or unhealthful working condition to the appropriate Safety Officer or designee, and request an inspection of such workplace for this purpose. The Employer's inspection or investigation report will be provided to the employee within specific time frames. Although the Secretary of Labor encourages employees to use the Employer's procedures in achieving abatement of hazardous conditions, employee may file reports directly to the Secretary of Labor.

b. The purpose of employee reports are to inform the Employer of the existence of, alleged unsafe or unhealthful working conditions. A report under this part is not a grievance, however, this does not preclude the employee's right to file a grievance. The Employer agrees to ensure response to employee reports of unsafe or unhealthful working conditions and will require an inspection within twenty-four (24) hours for employee reports imminent danger conditions; within three (3) working days for alleged serious conditions; and within twenty, (20) working days for other than serious safety and health conditions.

c. An inspection may not be necessary if the hazardous conditions identified can be abated immediately.

Section 6 Imminent Danger Situations

a. The term 'imminent danger' means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

b. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his/her assigned tasks 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 effectively, seek corrective action through normal hazard reporting and abatement procedures.

c. However, in these instances, the employee must report the situation to his/her supervisor or the next level supervisor who is available immediately. If the supervisor believes the condition or corrected condition poses an imminent danger, then the supervisor shall request an inspection by the Employer's Safety Officer or designee as well as contact the Union's Safety Representative or alternate.

d. The Union Safety Representative or alternate, if reasonably available, will be afforded the opportunity to be present at the time is made but the inspection will not be delayed for safety reasons.

e. If the Employer's Safety Officer or designee decides the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Upon request the Union will be given a copy of this report. Any refusal to perform such assignment after Safety Officer's decision or written instructions to return to work might be cause for 'disciplinary action'.

Section 7 Safety Inspections

a. The term 'inspection': means a comprehensive survey of all or part of a workplace in order to detect safety and health hazards.

b. Inspections are normally performed during the regular hours of the Employer, except as special circumstances may require. They do not include routine, day-to-day visits by the Employer's Safety Officer, and/or routine workplace surveillance of occupational health conditions. A copy of the scheduled Annual Safety Inspections will be furnished to the union.

c. A Union representative shall be given the opportunity to accompany the Employer's Safety Officer or designee during the annual physical inspection of bargaining unit facilities. The Union representative will also be given the opportunity to accompany an OSHA inspector in response to report made by a bargaining unit employee or the Union.

Section 8 Allegations of Reprisal

The Employer agrees that no employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition or in the exercise of any right afforded applicable to any law or regulation.

Section 9 Work Related Injuries

Employees must report any and all injuries on the job to their supervisor. The supervisor will take appropriate action to ensure that:

(1) the employee has an opportunity to report to the Employer's medical facility or his/her personal physician for treatment, completion of necessary reports, etc.;

(2) the CFO is promptly notified to ensure timely processing of necessary reports and employee claims. The Employer agrees that assistance will be given to employees in preparing necessary forms and documents for submission to the Office of Workman's Compensation Programs (OWCP) and that employees will be informed of their rights under Federal Employee's Compensation Act, as amended In 1974. The Union has the right to represent any bargaining unit employee at any stage of this procedure under the terms of this Agreement and applicable laws.

Section 10 Protective and Safety Equipment

The Employer will in accordance with the Occupational Safety and Health Act, Executive Order 12196,1 and AR 385-32, acquire and maintain approved personal protective equipment, safety equipment and other devices needed to provide protection of employees from hazardous conditions encountered during the performance of their assigned official duties. The equipment will be in an excepted and sanitation condition.

Section 11 Working In Remote Areas or Enclosed Spaces

When work is required to be performed in areas where flammable or toxic vapors may exist, all such areas will be maintained so that vapor levels remain within acceptable OSHA standards.

Section 12 Alterations/Changes in the Worksite

The Employer agrees to notify the Union, whenever management decides to alter or change the physical worksite of employees represented by the Union, the Union will be notified in advance, and provided information concerning potential impact on bargaining unit employees. During the course of any alterations/changes to the worksite, the Employer will ensure that all employees are fully protected against safety and health hazards which might result from such alterations/changes.

MEDICAL EXAMINATIONS ARTICLE 21

Section 1 Periodic job-related medical surveillance will be conducted at no cost to all employees potentially exposed to health hazards in the work environment or in positions with specified physical fitness standards under OPM policy (FPM 339, FPM 792 and FPM 930).

Section 2 In addition, termination evaluations are required for employees potentially exposed to certain hazards, such as noise, radiation, asbestos, and heavy metal. The scope and frequency of job-related examinations for civilian employees potentially exposed to health hazards will be reviewed annually IAW AR 40-5, Section 11, paragraph 5-6.

OCCUPATIONAL HEALTH PROGRAM ARTICLE 22

The employer agrees to maintain an employee occupational health program and to provide the following services:

- a. Emergency diagnosis and initial treatment of injury or illness that becomes necessary during working hours and that is within the competency of the illness is job related and the above described services are not available, the employee will be transported to the appropriate medical facility as required.
- b. Provisions for special health examinations for specific categories of employees whose work environment presents peculiar health hazards.
- c. Screening tests and health educational programs may be provided for unit employees as a health service. These services will be subject to management's determination of available resources.

SMOKING POLICY ARTICLE 23

Section 1 Smoking is prohibited in building, except for designated smoking areas necessary to avoid undue inconvenience to persons who desire to smoke. Supervisors may designate smoking areas for persons who desire to smoke. Supervisors may designate smoking areas only where they have determined that the secondhand smoke from tobacco usage can be sufficiently isolated to protect nonsmokers from its effect.

Section 2 Notices will be displayed at entrances to buildings which state smoking is not allowed except in specifically designated areas.

Section 3 Smoking areas will not be designated in auditoriums, conference rooms, classrooms, restrooms, gymnasiums, fitness centers, and elevators.

Section 4 Smoking is prohibited in all military vehicles and aircraft.

Section 5 Smoking areas will be designated and posted in all eating facilities only if adequate space is available for nonsmoking employees, and ventilation is adequate to provide them with a healthy environment.

Section 6 Health care providers will not smoke In the presence of patients.

Section 7 Smoking is prohibited in all child development centers and youth activity facilities, except that visiting adults and staff may smoke out of the presence or view of children in smoking areas designated in accordance with this policy.

Section 8 Smoking is prohibited where it presents a safety hazard, for example, firing ranges, ammunition storage areas, fuel dumps, motor pools, and equipment maintenance shops.

HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL ARTICLE 24

Section 1 Environmental Differential (Federal Wage System)

a. In accordance with the criteria set forth in FFM Supplement 532-1, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories in Appendix J.

b. If at any time an employee and/or the Union believes that differential pay is warranted under FPM Supplement 532-1 and Appendix J, the matter may be raised at Step 3 of the negotiated grievance procedure.

Section 2 Hazardous Duty Pay (General Schedule)

a. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of OPM regulations (5 CFR, part 550, Sub-part I).

b. It is recognized that a determination must be made regarding whether the physical hardship or hazard was used to determine the grade of the position. Upon request, the Agency shall inform the employee or the Union whether or not such duties were taken into account in classifying the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

WORKERS COMPENSATION PROGRAM ARTICLE 25

Section 1 At the time an employee is injured in the performance of his/her duties the primary effort is to obtain first aid or medical treatment. The employee, when first injured should report the injury to their immediate supervisor, and proceed to the Weed Army Community Hospital emergency room for an initial evaluation/treatment. Weed Army Community Hospital shall provide initial emergency treatment for job related injuries necessary to allow for safe movement of the employee from the Installation. If an employee is offered treatment and then refuses to be treated by Weed Army Hospital, the employee's refusal will be considered an election to be treated by their own physician. Employees will then be required to document this election on appropriate forms. Authorization for

emergency medical treatment will be recorded on Form CA-16 (Request for Examination and/or Treatment). The injured employee has only the initial option to select a physician or hospital of his/her choice.

Section 2 Employees, or someone acting on his/her behalf, shall submit written notice of injuries by completing the appropriate forms within two (2) working days of the date of the traumatic injury. Other claims may be valid if filed within three (3) years of the injury. The appropriate forms must be completed in accordance with the instructions on them and submitted to the individual's supervisor.

Section 3 Subsequent to the submission of the appropriate notice of injury, employees will go to the Civilian Personnel Office for assistance on the procedures for filing a claim, the continuing documentation requirements, and the benefits under the Federal Employee Compensation Act.

Section 4 An employee will be permitted to review documents relating to his/her claim for compensation which the Office of Workers compensation Programs (OWCP) has specifically authorized for the Civilian Personnel Office to make available to the affected employee.

Section 5 Employees who receive initial treatment at Weed Army' Community Hospital shall receive this treatment at no cost and are entitled to one follow-up visit. Additional medical treatment, if required, can be obtained when the employee elects treatment by a private physician.

Section 6 Employees who are temporarily unable to perform their regularly assigned duties, because of the on-the-job injury, but, who are capable of returning to or remaining in a duty status, may be detailed to work assignments compatible with their physical condition, or their regularly assigned duties may be temporarily tailored to the physical limitations.

ALTERNATIVE WORK SCHEDULES ARTICLE 26

Section 1 Both parties recognize that the use of alternative work schedules and flextime can improve productivity and morale and provide greater service to the public. Any choice of an alternative work schedule will be mutually acceptable to the supervisor and the employee.

Section 2 Both parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternative work schedules or flextime. In this regard, the employer may designate certain positions for which flextime and/or alternative work schedules are not permitted, because of specific, job-related requirements of those positions.

Section 3 Employees shall be permitted to vary their work schedules as follows:

a. Flextime. An employee may vary his/her arrival and departure time provided that the employee is on duty within the core hours of 9:00 a.m. to 3:00 p.m. and he/she accounts for a total of eight (8) hours of duty time. However, the parties recognize that there are instances where employees desire to have different core hours. In recognition of this fact, employees may request of their supervisor that a variation to the standard core hours be established for their work schedule. Raving once selected arrival and departure time within flexible time bands, the employee must adhere to these times until the Employer approves any changes.

b. Compressed Work Schedules - Examples of compressed work schedules available to employees may be:

(1) 5/4-9 Schedule - A schedule which, within a pay period of ten (10) workdays, includes eight (8) nine-hour days, one eight-hour day, and one non-work day.

(2) 4-10 Schedule - A schedule which, within a scheduled work week, includes four (4) 10-hour days and one non-work day. The Employer shall have the right to limit the numbers of employees working on the days specified.

c. Flextime with Credit Hours - Credit hours are defined as those hours worked at the election of the employee in excess of the regular eight (8) hour workday that are to be accumulated and used to shorten subsequent workday(s). Credit hours can be earned as follows:

- (1) Time worked for credit hour accumulation shall be the result of mutual agreement between the employee and his/her immediate supervisor.
- (2) No workdays in excess of ten (10) hours will be permitted.
- (3) Accumulation of time in half hour increments is permitted, but the entire period must be worked to be earned.
- (4) The period worked must be within the regular hours that office buildings are open and available for employee use, unless the employee has obtained approval of his/her immediate supervisor to access the buildings outside regular hours.
- (5) The employer may establish a recordkeeping system for employees to record their use of these work schedules. Employees must comply with such requirements in order to be eligible for these work schedules.

d. Credit hours shall be used as follows:

- (1) By prior arrangement and permission of the supervisor.
- (2) In minimum of one hour increments.
- (3) Credit hours will be scheduled and used to avoid payment for hours earned as overtime. This means that regardless of the account balance, credit hours earned may be carried forward from pay period to pay period. Maximum allowable balance of credit hours to be carried to the next pay period is limited to twenty-four (24) hours. Balances in excess of twenty-four (24) hours will be forfeited.

Section 4 In the event the Employer elects to terminate an employee's participation in flextime and/or AWS, the affected employee and Union shall be notified in writing prior to the proposed effective date of termination which shall be no sooner than one week prior to the next pay period. This notification will include the specific reasons and instances of negative impact on Agency operations that clearly establish why the Flextime and/or Compressed Schedule is no longer appropriate for that employee.

Section 5 Employees may not request changes in flextime or alternative work schedules more often than monthly. Employees must request changes to work schedules in writing prior to the beginning of the pay period of changing to a new type of work schedule. By mutual agreement, in advance, between a unit employee and his/her supervisor, the scheduled day off can be changed in a pay period.

BASIC WORKWEEK AND HOURS OF WORK ARTICLE 27

Section 1 The basic workweek is normally forty (40) hours of work scheduled over five (5) consecutive days.

Section 2 For those employees not working under a flexible work schedule the regular workday shall consist of eight (8) hours of work which may be scheduled between 0600 and 1800 hours. The schedule of the employee's work hours is to be at the mutual consent of the supervisor and employee, as limited by requirement for mission accomplishment. The actual starting time and lunch period for each individual employee will be based upon the desires of the employee as limited by mission requirements as determined by the Employer. An unpaid lunch period of between a minimum- of 30 minutes and maximum of 2 hours will be scheduled by agreement between the supervisor and employee. It is recognized that unpaid meal periods are times in which employees are entirely free of duty connection with their jobs even when meals are consumed in the work area. If it is necessary to require a change in the meal period, the appropriate supervisor will normally reschedule the non-paid meal period within a period one (1) hour before to one (1) hour after the regularly scheduled meal period. In the event the appropriate supervisor requires the employee to forego the meal period, the time worked by the employee in excess of their work requirements for that day shall be considered overtime. The Employer has the right and responsibility to fairly equitably require employees to schedule their meal periods, and the right to approve, deny, or change such schedules, ensure mission accomplishment.

Section 3 Management agrees to avoid changes in the employee's tour of duty to the extent practicable and to give the employee the advance notice (normally at least one week) outlined in 5 CFR 610.1214 Changes in tours of duty or hours of work are subject to the requirement of prior discussion with the Union when the employee does not agree with the change. In this case the employee must notify the Union within fifteen (15) days to allow the Union to bargain on behalf of the employee.

Section 4 Employees will be allowed a rest period no to exceed fifteen (15) minutes, owing each continuous four (4) hours to be worked, unless overriding work requirements exist in which case the break will be rescheduled. Rest period shall not be taken in conjunction with lunch periods, excused absence, or leave to extend the period of total absence of the employee.

Section 5 For employees engaged In shift work, patient care, or safety, and other crucial operations and their required support personnel, the Employer shall establish and change those shifts to best promote the efficient and effective accomplishment of the work, the operational considerations of the activity, and to promote the employee's morale and welfare.

Section 6 Authorized paid meal periods for shift workers will be considered duty time.

Section 7 Hours of work for individual employees or group of employees may be temporarily adjusted to allow for attendance at training.

Section 8 Employees working in areas where the wearing of special clothing and/or equipment is required, or in areas with special cleaning requirements, shall be allowed reasonable time to change clothing or clean up at the beginning, lunch, and end of the shift. Reasonable time within this section shall be determined by the immediate supervisor; but in no case shall total time exceed thirty (30) minutes daily.

LEAVES AND ABSENCES ARTICLE 28

Section 1 General Consideration

a. In planning, requesting, scheduling, and approving leave, both the Employer and employees have rights to be protected and obligations and needs to be met. Consistent with the Employer's mission, equity of treatment will be provided to all employees when absences are appropriate. Employees will earn leave in accordance with applicable statutes and OPM regulations.

b. However, it is the employer's right to make final determination on when leave may be taken and reserves the right to decide which employees who may be excused under the various conditions.

c. Employees engaged in activities involving security, preservation of health, and welfare and safety of personnel or government-owned property may, at the declaration of the Employer, be required to work during periods when the activity to otherwise closed.

Section 2 Annual Leave

1. Scheduling Annual Leave

a. Each employee will be required to prepare a proposed annual leave schedule for leave no later than 31 January of each year. Supervisors will attempt to accommodate employees' desires for leave periods insofar as possible considering such factors as mission necessity, known workloads, other employees' desires, and seniority.

b. Approved leave schedules will be completed by management not later than 7 February of the year. Thereupon, employees will be able to make firm plant for their annual leave. Supervisor will avoid rescheduling approved leaves unless there is an overriding work requirement. In such cases, the affected employee, through his/her steward, may request immediate review of the supervisor's decision by the next level supervisor.

c. Emergency annual leave for such matters as deaths in the family will be granted unless the employee cannot be spared due to mission essential duties.

2. Vacation Leave

a. Accrual of annual leave is a right of every employee, not merely a privilege. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Normally, employees will not be denied the use of annual leave where they may otherwise be required to forfeit their accruals by reason of maximum accumulation or forfeiture rules.

b. For vacation purposes, supervisors will schedule work loads and annual leave in a manner which permits each employee, if he/she wishes, to take at least two (2) consecutive weeks of annual leave in each year.

Section 3 Sick Leave

Employees will accrue sick leave in accordance with applicable laws and regulations. Use of sick leave is subject to the approval of the appropriate supervisor.

a. Sick leave will be granted to employees when they are incapacitated for performance of their duties because of illness. Employees not reporting for work because of illness will contact their supervisors by telephone normally not later than two (2) hours after the start of their tours of duty. If the employee cannot personally contact the supervisor because of illness, a responsible Individual may contact the supervisor on behalf of the employee.

b. Sick leave will normally be granted for the purpose of visiting physicians, dentists, opticians, chiropractors, and other practitioners for the purpose of obtaining treatment, diagnostic examinations or X-rays.

c. Sick leave will normally be granted when a member of the employee's immediate family is afflicted with a contagious disease which requires the care and attendance of the employee or when, through exposure to a contagious disease and the presence of the employee at the worksite would endanger his/her fellow employees. Sick leave granted under this provision will require appropriate medical documentation of the presence and contagious nature of the disease.

d. However, employees will exert every effort to arrange-for such appointment during non-duty hours.

Section 4 Leave Documentation

a. Sick leave certification is accomplished by having the employee initial the period of absence on the Time and Attendance Report or by submission of an SF71, in accordance with applicable regulations.

b. At the supervisor's discretion, an employee may be required to substantiate a request for approval of sick leave, if the sick leave exceeds three (3) consecutive work days. An SF71, signed and dated by the attending health care professional clearly stating the reasons for absence and the inclusive dates for the same, will be acceptable certification.

c. Upon request of the supervisor, an employee will self-certify his/her Incapacitation if the services of a health care professional were not used.

Section 5 Sick Leave Abuse

a. If it is determined that there is an apparent abuse of sick leave by an employee, the Union will, to the extent possible, join management in an effort to alleviate this problem.

b. When there is reasonable evidence that an employee has been abusing sick leave, the Employer has the right to require medical certification for any sick leave absence regardless of length.

c. The sick leave record of each employee required to furnish written certification will be reviewed at three (3) month intervals after imposition of the requirement. If a clear improvement is shown, the requirement will be removed. Any requirement for a medical certificate to support sick leave, which is alleged to be overly restrictive, may be grieved.

Section 6 Advancement of Sick Leave

Advancement of sick leave may be granted if the following requirements are met:

- a. All accrued sick leave has been exhausted;
- b. All annual leave which otherwise would be forfeited has been used;
- c. Application is supported by medical evidence; and
- d. There is reasonable assurance that the employee will be return to work and that the advance credit will be repaid.

Section 7 Excused Leave for Voting

When the polls are not open at least three (3) hours either before or after an employee's normal duty tour, an employee eligible to vote and scheduled to work on an election day will be granted an amount of time to vote and which will enable him to report to work three (3) hours after the polls open or depart from work three (3) hours before the polls close, whichever will result in the lesser amount of time off.

Section 8 Court Leave

- a. Court leave is the authorized absence (without loss of, or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating) of an employee from work status for jury duty, or for attending judicial proceedings in a capacity on behalf of a state or local government. Court leave will be administered in accordance with pertinent DA and OPM regulations and directives.
- b. Employees summoned by a court for the purpose of qualifying for jury service or absence of jury duty will not be charged annual leave, but will be recorded as court leave.
- c. Employees can be granted administrative leave if finishing jury duty prior to tour of duty hours, if returning to work would impose a hardship on the employee.
- d. Time spent by an employee as a witness for the US Government in an official capacity will be on official duty status and the employee will be entitled to travel and/or overtime in accordance with applicable OPM regulations.

Section 9 Absence for Maternity and Paternity Leave

1. Maternity Leave

- a. An employee may be absent on leave for maternity reasons.
- b. To the extent available, sick leave, annual leave, or leave without pay may be used to cover the time required for physical examinations and to cover the period of incapacitation. An absence covering pregnancy and confinement will be treated like any other medically certified temporary disability.
- c. After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available annual leave or leave without pay.

2. Paternity Leave

- a. An employee may be granted annual leave or leave without pay to care for minor children, the newborn child and/or child's mother while she is incapacitated for maternity reasons.

Section 10 Military Leave

- a. An employee who is a member of the Reserves or National Guard is granted a maximum of 15 calendar days of military leave per year whenever ordered to active duty or active duty training.
- b. Requests for Military Leave must be supported by a copy of the orders. Upon conclusion of active duty, the employee will submit a certification by the appropriate military establishment as evidence that the active duty was performed.
- c. Neither annual leave nor leave without Pay will be granted for such active military duty until the employee has used all military leave available, unless, It would result in the employee's forfeiture of annual leave.

Section 11 Excused Absences

Absences under the circumstances listed below may be without charge to leave or loss of pay. -In most cases, however, prior approval of the supervisor must be obtained by the employees for the absence.

- a. Blood donations.
- b. Unavoidable tardiness and brief absence.
- c. Discontinuance of work because of extreme weather conditions or other acts of God.
- d. Emergency rescue or protective work.
- e. Medical examinations to determine physical fitness for Federal employment.
- f. Emergency treatment from on-the-job injuries, to the extent that time used falls within prescribed hours of work for that day.
- g. Utilizing services of the Civilian Personnel Office or job interviews on the installation.
- h. Shortage of fuel or power, power failure or suspension of operations due to an unsafe or unhealthy work condition.

Section 12 Administrative Dismissals

- a. Administrative dismissal is discretionary with the Commanding General or designee. When it is authorized because of weather conditions, disaster, and/or other emergency conditions, all employees who reported for work will be dismissed without loss of leave or pay for the remainder of their 'Work shift except those employees whose services are mission essential.
- b. When time and condition permit, the Employer agrees to notify the Union of the contemplated administrative dismissal and to consider any Union recommendations concerning dismissal and/or inquiries initiated by the Union.

Section 13 Leave of Absence for Union Officials

- a. Any employee who is a union official may request LWOP for up to one year to serve with the Union - consistent with laws, rules and regulations. A request for an extension of LWOP for a second year will be considered by the appropriate approving official under the same criteria.
- b. Upon return to duty after a period of LWOP, the Employer will return the employee to the position held prior to the LWOP if available or to a similar position at the same grade and pay.

OVERTIME ARTICLE 29

Section 1 Supervisors will make overtime assignments consistent with Mission and job requirements. Employees assigned to overtime work will be given as much advance notice as possible. In the event an employee does not desire to work overtime for personal reasons, the supervisor will consider the reason and will attempt to accommodate the employee's request to be excused from overtime work. However, employees are required to work overtime unless excused by the supervisor.

Section 2 Overtime work will be first offered to qualified employees on a volunteer basis. If an insufficient number of employees volunteer for the assignment, the supervisor may establish a rotation whereby each fully trained employee is assigned, insofar as possible, an equitable amount of the overtime to be performed. Overtime requirements that require specialized training may be restricted to those employees who possess those specialized skills. Suitable records of overtime worked and refused will be maintained by the Employer. Overtime records will be subject to Union review only in case of a bargaining unit employee's grievance concerning the distribution of overtime work.

Section 3 It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause temporary imbalances in the equitable distribution of overtime.

Section 4 Each employee who is required to work unscheduled overtime without prior notice will be allowed to make one telephone call to his/her home at no expense to themselves. The Employer will assist employees in making transportation arrangements necessitated by the overtime; for example special arrangements with the transportation motor pool.

Section 5 During period of overtime extending from the regular work day, supervisors shall have the discretion to approve frequent breaks to reduce error rate due to fatigue and to promote the quality/quantity required.

Section 6 Employees working periods of overtime on days other than regular workdays shall follow their normal work pattern in scheduling of their meal period.

TIMELY AND PROPER COMPENSATION ARTICLE 30

Section 1 Employees are entitled to timely receipt of all wages earned by them for the applicable pay period, and will be paid in accordance with the provisions of AR 37-105, other applicable regulations, and this agreement.

Section 2 If the checks do not arrive in time for regular distribution, the employer will contact the supporting payroll office so that duplicate check can be printed and forwarded to the individual in the most expeditious manner.

Section 3 Whenever there is a delay, management will insure that the checks are replaced within 1 working day as prescribed by Section 11, Paragraph 7-24 and 7-25, AR 37-105.

Section 4 Whenever an Employer error results in a failure of an employee to receive salary payment on time, the Employer will take immediate action to expedite payment to the employee.

Section 5 Employees or their representative may also request written determination thru supervisors to the Civilian Personnel Office concerning entitlements for pay and/or leave. In these cases determinations of entitlement will be provided to the employee and payroll accordingly. Inquiries concerning pay matters may be referred to organizational points of contact, the Civilian Personnel Office, and/or the supporting payroll office for resolution. Procedures outlined in AR 37-105 shall be observed in resolving pay inequities.

POSITION DESCRIPTION AND CLASSIFICATION ARTICLE 31

Section 1 Purposes

- a.** Job descriptions will be based upon the primary duties and responsibilities assigned to each position. Position descriptions explain the major duties and skills, knowledge, and abilities, required for the employee to be able to perform the job. Within thirty (30) days of significant changes to a position these duties will be incorporated in the position description to assure that the position is corrected classified/graded to the proper title, series, and grade.
- b.** Incidental changes may be made in the form of pen and ink notations on the position description. Employees will be furnished a current, accurate copy of the position description at the time of assignment and upon request.
- c.** Employees will be advised of changes in their position descriptions at the time of assignment and up-on request will be furnished a copy, once the changes are made.

Section 2 Classification Dissatisfaction

- a.** An employee dissatisfied with the classification of his/her position should first discuss the problem with his/her supervisor. If the supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss his/her dissatisfaction with the Personnel Office or appropriate staff member who will explain the basis for the classification/job grading.
- b.** An employee, upon request, will have access to his/her position description, evaluation report, if available, organizational and functional charts, and other pertinent information directly related to the classification of his/her position.

Section 3 Desk Audit

- a.** If the employee's dissatisfaction concerning the classification of a position cannot be informally resolved, the employee may request to see the regulations and other information required prior to submitting a request for desk audit with their supervisor.
- b.** The Employee's request for desk audit must be in writing and will outline what the employee believes to be wrong with the current position description. This informal classification review process should be completed in a reasonable period of time.
- c.** If the employee still believes there is an inequity, he/she may appeal to higher headquarters and/or OPM as appropriate. An employee may file a classification/job grading appeal at any time through appropriate channels whether or not this informal classification review process was followed.

Section 5 Scheduled Reviews

Management will inform and consider input from the Union on scheduled position classification and special maintenance reviews, to include managing the Civilian Workforce to Budget (MCB) Program.

Section 6 Classification Standards

- a.** Positions will be classified by comparing the duties, responsibilities and supervisory relationships in the official position description with the appropriate classification and job grading standard.
- b.** The Employer will apply newly issued OPM classification and job grading standards within a reasonable period of time.
- c.** Employees will be kept informed of the classification official for their position.

Section 7 Appeals

- a. The Employer will provide employees and the Union with copies of procedures for filing classification appeals through agency or OPM channels upon request.
- b. Employees or their representatives are encouraged to submit their classification/job grading appeals through the local Personnel Office. The Personnel Office will forward the appeal to higher headquarters of OPM as appropriate no later than fifteen (15) days from receipt. A General Schedule (GS) employee may file a classification appeal directly to OPM.
- c. General and Federal Wage System employees who file appeals with the agency concerning the title, series, and grade, and/or coverage of their position will normally have their appeal decided within sixty (60) days.
- d. Employees or their representatives who elect to appeal the classification/job grading of their position will be provided, on request, a copy of all pertinent information which is part of the classification/job grading appeal file.

Section 8 Effective Date

The effective date of a personnel action from an appeal will normally be the beginning of the next pay period but not later than the beginning of the fourth pay period following the date of the decision.

WAGE SURVEYS ARTICLE 32

Section 1 The Employer and the Union participation on wage surveys will be in accordance with Office of Personnel Management, DOD and Army regulations, and determinations made by the lead agency.

Section 2 The Employer agrees to notify the Union as soon as possible upon receipt of official information as to the tentative and/or actual starting date of a wage survey ordered by the Department of Defense Wage Fixing Authority to allow the Union the opportunity to participate. The Union shall have the right to recommend to the Employer, and/or the host activity, specific firms and/or specific jobs to be included in a scheduled locality wage survey. The Union will be allowed official time to participate in all wage surveys and meetings to the fullest extent in accordance with current regulations.

Section 3 The Union shall have the right to present to the employer and/or the lead Agency acceptable data indicating that a wage survey is appropriate due to significant locality wage rate changes that have taken place in the local area subsequent to the official locality wage survey for positions in the unit. The Employer agrees to provide the Union with a copy of the official notification resulting from an area wage survey within (5) work days following receipt.

EQUAL EMPLOYMENT OPPORTUNITY ARTICLE 33

Section 1 The Parties agree to cooperate in providing equal opportunity in employment for all persons; consistent with regulation and laws governing these forms of discrimination, to prohibit discrimination because of age, race, color, religion, sex (including sexual harassment), national origin, or handicapping condition to promote the full realization of equal employment opportunity through a continuing affirmative action program; and to fully support the elimination of under-representation of minorities and women in all categories of Civil Service employment.

Section 2 The employer agrees that whenever new and/or replacement EEO counselors are to be appointed, nominations for the appointments may be submitted by the Union. While the selection of counselors is a responsibility of management, the EEO Counselor is an impartial or neutral party serving neither management nor the employee. Rather, the counselor attempts to gather the facts, establish meaningful communication and, when possible, secure an informal resolution of the problem. In no situation may a EEO Counselor represent or appear to represent the Employer or the Union since it would be inappropriate for a union officer or representative to be an EEO Counselor. Since counselors serve all employees (i.e., regardless of bargaining unit status), an effort will be made to have broad representation without limiting selection to the bargaining unit.

Section 3 The Union representative shall have the right to attend discrimination complaint hearings on official time when requested by a complainant. If the Union representative is attending as a witness or the complainant's representative, the use of official time is authorized.

Section 4 The Employees' Equal Employment Opportunity/Affirmative Action (EEO/AA) Program shall be designed to promote equal employment opportunity in every aspect of agency personnel policy and practice in accordance with applicable law and Government-wide rules and regulations.

Section 5 Affirmative Action Program Plans. Prior to submitting the Employers Affirmative Action Plan to EEOC for approval, the employer will submit the draft to the Union for their report. The employer will consider the Union's views on finalizing the document.

Section 6 Publicity of officials. The employer agrees to timely posting of the names, office telephone numbers, and pictures if available of EEO Counselors and Staff on designated organizational bulletin boards and other conspicuous locations throughout the NTC.

Section 7 Special Emphasis Programs. Management shall solicit and consider nominations from the Union for employees to serve as Special Emphasis Program officials on a collateral duty basis. A copy of each Special Emphasis Program goals and accomplishments will-be made available to the Union.

SEXUAL HARASSMENT ARTICLE 34

Section 1 The parties recognize and shall fulfill their responsibilities for maintaining high standards of honesty, integrity, impartiality and conduct to assure the proper performance of the Employer mission. The parties agree unequivocally that sexual harassment violates those standards, undermines interpersonal relationships, and interferes with the effectiveness of the force.

Section 2 The parties recognize that sexual harassment has been specifically defined by appropriate authority and applicable laws. The Parties mutually agree that sexual harassment is unacceptable behavior and certainly is violative of the high standards of conduct required from all personnel.

Section 3 Employees who are sexually harassed should make it clear to the harasser that such behavior is offensive and will be reported to Union officials or other officials as specified below.

Section 4 Informal complaints of sexual harassment may be filed with the Equal Employment Opportunity Office, Federal Women's Program Manager, Union Representatives or management officials within the chain of command of the harasser. Confidentiality shall be maintained in accordance with established laws and regulations.

HANDICAPPED AND DISABLED VETERANS 30% OR MORE ARTICLE 35

Section 1 The Employer agrees to remain concerned for handicapped individuals and shall not discriminate against qualified handicapped individuals solely by reason of their handicaps. Selections of handicapped individuals will be based on matching the employee's total qualifications against the total requirements of the position, as such a handicapped individuals first appointment is subject to the criterion contained in Federal Personnel Manuals and certification by appropriate authorities, with the objective of making an effective placement. In no case will physical, mental or emotional stability standards, other than disqualifying handicaps, be used to eliminate a handicapped person from consideration for promotion, reassignment, or retention.

EMPLOYEE DEVELOPMENT ARTICLE 36

Section 1 Determination

Although it is expected that employees are basically qualified to perform their duties as a prerequisite for employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning for employees and to maintain the competence of the workforce.

Section 2 Identification of Training Needs

- a. The Employer is responsible for identifying training and development needs within the work force on a continuing basis and establishing a program to meet such identified needs.
- b. Training will be conducted both on and off the installation through both government and non-government facilities depending on cost, availability, priority of need, funds availability and other factors.
- c. Selection for training will be in Accordance with identified needs, prevailing mission requirements, and budgetary priorities and constraints.
- d. Upon request, the Union shall be entitled to review the Annual Training needs Survey and pertinent organizational training plans, and will provide as explanation of information appearing therein.
- e. In identifying training needs, the Employer agrees to consider the views of the Union.

Section 3 Responsibilities

- a. Employees are encouraged to use appropriate self-development opportunities related to their official duties and their career goals.
- b. Each supervisor will discuss with his/her subordinate employees their training requirement and potential training opportunities during the annual performance review. Individual Development Plans that identify developmental needs will be prepared for each employee.

Section 4 Training information

Dissemination of scheduled training courses (Employer, GSA, OPM and other government/non-government agencies) that are a matter of Interest and concern of unit employees should be published so employees will have sufficient time to apply for them.

Section 5 On the Job Training

If an employee is required to train a new employee, the supervisor will provide, whenever necessary, additional help in the position to compensate for time spent training the employee. If an employee's work falls behind due to training another employee, management shall provide help, if available, to bring the work up to date.

Section 6 Training Records

The Employer agrees to record training accomplishments in the employee's official personnel file. This does not relieve the employee of the Individual responsibility to keep his/her personnel file current and complete to fully reflect total employment experience, training and education. The Union agrees to encourage employees to review their personnel files to ensure that training is accurately recorded.

Section 7 Scheduling

- a. It shall be a matter of interest and concern for the parties that appropriate training courses, seminars, conference, and meetings be scheduled, whenever possible, during normal work hours to allow the employees the opportunity to gain information, education and training.
- b. The parties agree that the Supervisor shall insure that employees scheduled for training attend such training. Supervisors as well as employees are responsible for notifying the CPO when scheduled training cannot be attended by employees.

USE OF GOVERNMENT QUARTERS ARTICLE 37

Section 1 When a member or members of bargaining unit covered by this agreement are required to travel away from his/her official duty, station he/she shall receive overtime compensation, travel pay, and per diem as is authorized under applicable regulation, law or directive. Entitlement to such overtime compensation, travel pay and/or per them will be in accordance with the applicable regulations, laws and/or directives.

Section 2 The Employer will schedule necessary travel during the employees' regularly scheduled hours of duty to the maximum extent possible, consistent with mission requirements, efficiency and economy.

Section 3 The parties agree that where Government provided quarters are available and adequate, employees will be required to use those quarters while in a TDY status or may be required to forfeit that portion of their per diem authorized for quarters. If quarters are not available and adequate, employees are required to obtain a statement of non-availability from the appropriate housing official at the TDY site. Failure to obtain a statement of non-availability will result in an employee's forfeiture of the per diem authorized for quarters. Adequacy will be determined in accordance with provisions of AR 210-11.

TEMPORARY DUTY AND PER DIEM ARTICLE 38

Section 1 All civilian employees in grades GS-9 and above (and equivalent wage grades) are eligible to receive a Government issued Diners Club card for use for expenses related to official travel.

Section 2 Employees below the grade GS-9 may request and receive at the Employee's discretion a Diner's Club card. However, employees in grades GS-9 and above, whether they acquire a card or not, will receive travel advances limited to forty (40) percent of the anticipated per diem. Employees below GS-9 who do not have a Diners Club card will receive advances not to exceed the maximum allowable amount of the anticipated per diem IAW Joint Travel Regulations (JTR).

Section 3 The Government Diners Club card is issued in the employee's name and the employee is responsible for all charges. Only charges made due to employer directed and authorized travel are authorized. The Government retains the right to have these Diners Club cards cancelled by Diners Club if the employee uses the card for unauthorized purposes.

Section 4 Employees may be required and are expected to perform temporary duty travel in order to accomplish the mission assigned by the Employer. The travel of employees shall be directed for those purposes and by those means which meet the best interest of the Government.

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM ARTICLE 39

The parties agree to actively support the spirit and intent of the DOD and Army's Drug and Alcohol Abuse Program as outlined in AI 600-85. The parties agree that alcoholism is a treatable illness and drug abuse is a treatable health problem. Therefore, the parties agree to cooperate in an effort to eliminate these problems in the work place.

INCENTIVE AWARDS ARTICLE 40

Section 1 The Union agrees to support the Employer's effort to ensure a Well managed and effective incentive awards program.

Section 2 The Employer agrees that the Union shall be allowed to appoint one (1) fully participating/voting member to the NTC Incentive Awards Committee.

PERFORMANCE ARTICLE 41

Section 1 Purpose

a. The parties agree to comply with the requirements of the Performance Management System as outlined in (AR 690-400) and 'Performance Appraisals' process as set forth in the (Civil Service Reform Act of 1978). A primary provision in the CSRA is Section 4302a(b)(2) that requires establishing in writing, the critical elements of each employee's position and that performance standards for the fully successful level for each such element which will, to the maximum extent feasible, permit accurate evaluation of job performance of the basis of objective criteria related to the job in question

b. It is understood the results of performance appraisals will be used as a basis for other personnel management actions including within-grade increases, training, promotions, rewards, reassignments, reduction-in-grade, retention, and removal of employees.

Section 2 - Performance Evaluation

An effective performance evaluation decision is dependent on performance requirements that are mutually understood by supervisors and employees. The following procedures shall apply to performance requirements:

a. While the supervisor is responsible for setting performance requirements, the performance standards for occupied positions should be established and/or modified by means of supervisor - employee discussion of quality, quantity and other aspects of successful performance.

b. Performance requirements, in writing, for a position will normally be established within 30 days of the position being filled.

c. Because performance requirements are affected by a variety of factors, they should be reviewed periodically and necessary changes in the requirements explained to and discussed with the employees, whose Input will be encouraged.

d. Performance reviews should be conducted periodically during the rating period but at least one performance review will be accomplished prior to the end of the rating period.

Section 3 - Annual Appraisal

An annual performance appraisal may not be done until an employee has been under standards for a minimum of 120 days.

Section 4 Written Comments

After discussion, employees are expected to sign their performance ratings when provided to them by their supervisor. Employees are free to make written comments and to have them attached to their performance ratings. Such written comments will be signed, and dated by the employee the Employer, when deemed appropriate, may attached a statement of findings related to the employee's comments. the employee should sign the appraisal once the discussion with the supervisor had taken place. The employee's signature indicates only that the employee and supervisor have discussed the appraisal. The employee's signature does not constitute agreement with the rating or waive the employee's right to grieve the rating.

Section 5 Unacceptable/Marginal Performance

a. If an employee's performance is considered to be unacceptable or marginal the supervisor will discuss the employee's performance with him/her in an effort to resolve the problem informally. An employee may not be rated unacceptable until he/she has been given normally a sixty (60) day but no less than thirty (30) day prior warning, in writing, and a reasonable opportunity to demonstrate acceptable performance. The Warning notice should state:

- (1) What job requirements the employee is failing to meet satisfactorily.
- (2) What the employee must do to bring his/her performance to an acceptable level.
- (3) What efforts will be made to help the employee Improve, in addition to periodic counseling.
- (4) Failure to perform acceptable may result in adverse action.

b. The Employer agrees that other previous practices, such as then (10) days to respond to a proposed action will be continued.

Section 6 Performance Awards

a. Whenever an employee is rated Above Fully Successful, on their annual performance evaluation rating, consideration will be made to determine if the employee should be recommended for a monetary award under the Incentive Awards Program. The employee will be furnished a copy of the performance rating.

b. Awards for performance will be distributed in accordance with statute.

Section 7 Written Notification of Proposed Actions

Within thirty (30) days after the end of the warning period, the Employer will provide the employee a written notice of decision concerning the proposed action. The decision notice on the proposal will be provided the employee prior to the effective date of the action and provide the employee with their grievance or appeal rights.

Section 8 Extensions

The supervisor will consider a request from an employee for an extension of time for replying to notice of proposed action or grieving a notice official decision and may grant such a request if requested in writing by an employee or his designated representative for valid reasons. Valid reasons for such extensions will be considered case by case basis.

WITHIN-GRADE INCREASES ARTICLE 42

Section 1 General

a. Applicability - This Article applies to all General, Schedule (GS) and Federal Wage System employees in the unit of recognition and will be used in conjunction with FPM Chapter, FPM Chapter 532, and this agreement.

b. Definitions

(1) Acceptance Level of Competence - An employee will be considered to have obtained an acceptable level of competence when he/she is performing at an overall level of fully successful under the performance appraisal system.

(2) Waiting Period - The term waiting period refers to the minimum time requirement of creditable service to become eligible for a within-grade increase.

(3) Equivalent Increase - This term means an increase in an employee's rate of basic pay that is equal to or greater than the amount of one step increase. An equivalent increase is based on the step rate held by the employee before his/her advancement to the next step of the grade of his/her position. An equivalent increase does not include:

a. A statutory pay adjustment

b. The periodic adjustment of a wage schedule

c. The establishment of special salary rates of 5 USC Section 5303.

d. A quality step increase

e. A Temporary or term promotion when returned to the permanent grade or step and

f. An increase resulting from placement of an employee in a supervisory or management Position who does not satisfactorily complete a probationary period under 5 USC Section 3321(a)(2) and is returned to a position at the same grade and step before such placement.

(4) Within-Grade Increase - The term within grade increase includes the step rate increases applicable to Federal Wage System employees.

C. Eligibility for Within-Grade Increases (other than Quality Step Increases (QSI))

- (1) The employee must have completed the required waiting period.
- (2) The employee must have not received an equivalent increase such as a step promotion during the waiting period; and
- (3) The employee must achieve an acceptable level of competence (applicable to GS Employees only).

Section 2 Determinations

a. Communications of Performance Requirements - Employees shall be Informed of the specific performance requirements that constitute an acceptable level of competence within the time frames and means of communication of performance standards established under the performance appraisal system.

b. Acceptable Level of Competence Determinations

- (1) Responsibility - The determination to grant, withhold or deny a within-grade increase shall be made by appropriate supervisor.
- (2) Determination – Prior to the completion of the waiting period the supervisor will inform the employee of a tentative determination based on current performance. If performance at that time is less than satisfactory, unless the employee is already under a warning period for performance, the supervisor will explain where performance is deficient and develop a performance improvement plan in accordance with this agreement.

(3) Reconsideration

a. Time Limits An employee or employee's personal representative may file a written request for consideration not later than 15days after receiving the notice of a negative determination. The time limit to request reconsideration should be extended by the immediate supervisor when requested by the employee in writing to Include the reason(s) to justify the extension.

b. Reconsideration File - When an employee or his/her personal representative files a request for reconsideration, a reconsideration-file shall be established when contains all pertinent documents relating to the negative determination including:

- (1) The written negative determination and the basis thereof;
- (2) The employee's written request for reconsideration;
- (3) The report of investigation, when an investigation is made;
- (4) The written summary of transcript of any oral presentation made; and
- (5) The appropriate official's decision on the request for reconsideration.

c. Written Exceptions - The reconsideration file shall not contain any document that has not been made available to the employee or his/her personal representative. The employee will be given an opportunity to submit a written exception to the oral presentation and/or documents in their consideration file.

d. Preparation of Response - An employee in a duty status shall be granted a reasonable amount of official time to review the material to support the negative determination and to prepare a response to the determination. The employee's representative will be granted official time to assist the employee in the preparation of a response in accordance with this agreement.

e. Final Decision - The immediate supervisor shall provide the employee within 15 days after the receipt of the employee's response, a written final decision including grievance appeal rights. A copy will be furnished to the employee or his/her representative.

Section 3 - Re-determination

a. Continuing Evaluation Following Withholding and Re-determination -After a within-grade Increase has been withheld, the immediate supervisor may grant the within-grade increase after it is determined that the employee has demonstrated sustained performance at the acceptable level.

b. Effective Date of Within--Grade Increase

(1) A regularly scheduled within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and fulfillment of the conditions of eligibility.

(2) If a positive determination is delayed because of administrative error, the effective date shall be retroactive to the original due date.

(3) When an acceptable level of competence is achieved some time after negative determination, the effective date is the first day period after the acceptable level of competence has been achieved.

(4) If a negative determination is changed to an affirmative determination as a result of reconsideration, or as a result of a review under the term of this Agreement the within-grade increase shall be made the retroactive to the original due date and records relating directly to negative determination will be destroyed.

Section 4 Notifications

a. Delays of Acceptable Level of Competence Determinations – The employee shall be informed in writing whenever his/her acceptable level of competence determination is being delayed in accordance with OPM regulations. The employee shall be informed of the reasons for delay and the specific requirements for performance at the acceptable level of competence.

b. Waiver of Requirement to Make Acceptable Level of Competence Determinations. The acceptable level of competence determination shall be waived if the employee meets the criteria contained to 5 CFR 531.409.

DISCIPLINE AND ADVERSE ACTIONS ARTICLE 43

Section 1 The broad objective of discipline is to prevent prohibited activities and to motivate employees to conform to acceptable standards of conduct. The parties acknowledge that the most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees. For the purposes of this agreement disciplinary actions include admonishments, reprimands, or suspensions of fourteen (14) days or less. Adverse actions include removals, suspensions of more than fourteen (14) days, reduction in pay or grade, or furloughs of thirty (30) days or less. The concept of progressive discipline is designed primarily to correct and improve employee behavior rather than to punish. Some offenses (generally more severe in nature) may result in punitive measures.

Section 2 All disciplinary or adverse action(s) taken against employees will be taken for just cause. Disciplinary actions should be taken as soon as reasonably practicable under the circumstances in a particular case.

Section 3 An employee must file a grievance under this agreement relating to discipline or adverse action within 15 days after the effective date of the action. If an employee elects any other forum (i.e., MSPB, FLRA, EEOC, etc.) the time limits of the elected forum must be followed.

Section 4 Upon written request and presentation by the Union of a designation of representative form, a copy of formal notices of proposed disciplinary or adverse action including specific supporting documents, will be provided to the Union.

Section 5 The Union shall be given the opportunity to be represented at any examination of an 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 actions against him/her and the employee requests representation. This is not intended to interfere with the routine questions supervisors ask employees in the normal

course of a work day. If the employee desires a representative, the management official will wait a reasonable period of time before proceeding.

Section 6 Processing Disciplinary/Adverse Actions

a. An employee, against who an adverse action is proposed, is entitled to thirty (30) days advance written notice except where the thirty (30) days advance written notice is not required under circumstances described in the regulations. The notice will state specific reasons for the proposed action.

b. The employee or his/her representative may respond orally and/or in writing as soon as practical but no later than ten (10) calendar days from receipt of the proposed adverse action notice. The response may include written statements of persons having relevant information and/or other appropriate evidence.

c. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown. Any request or approval for extension shall be timely and in writing.

d. All employees will be given written notice prior to suspension or removal. Such notice will include a statement of the reasons(s) for the action along with any grievance/appeal rights.

ARTICLE 44 CONTRACTING OUT

Section 1 Management agrees to comply with all provisions of OMB Circular A-76 (and with any supplements or superseding circulars or directives) and with this negotiated Agreement. Failure to abide by these provisions will be grounds for appeal of a decision to contract out, as specified under the appeals procedures outlined in OMB A-76 ("Policies for Acquiring Commercial or Industrial Products and Services Needed by the Government"). Action to implement any decision to contract out services will be stayed pending a final agency decision on an appeal. Nothing in this Article will infringe on management's or the union's rights under OMB Circular A-76 or Supplemental publications.

Section 2 Periodic briefings will be held with union officials for the purpose of providing the Union with Information concerning any NTC decisions that may impact on unit employees in implementing OMB Circular A-76.

Section 3 Management agrees to furnish the local with a copy of the schedule pertaining to reviews of commercial/industrial activities affecting unit employees. Should any of these schedules be revised, copies of the change will also be provided.

Section 4

a. The Union may request copies of any relevant and pertinent data in connection with the implementation of OMB A-76. After review of any such written request, the Employer will provide the Union with the desired information, as appropriate under law and other controlling regulations.

b. The Union will be notified of the bid opening time and location so they may attend.

c. At the time the contracting officer announces the results of any cost comparison concerning work performed by unit employees, the Union will be notified and copies of the detailed analysis and all documentation will be provided to the Union upon request.

Section 6 When the Employer determines that unit work will be contracted out, the Employer will notify the Union to provide them an opportunity to request to negotiate as appropriate.

Section 7 The Employer recognize the 'right of first refusal' required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by direct result of such contract, the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such displaced employees are qualified and does not apply when Government post-employment conflict of Interest standards.

REDUCTION IN FORCE

ARTICLE 45

Section 1 All RIF actions will be accomplished in compliance with applicable laws, regulations and this agreement.

Section 2 Whenever a determination has been made to Initiate a RIF, the CPO will notify the union. Notice shall be given at least 90 days in advance of the effective date of the RIF actions unless the CPO in coordination with the activity involved has not officially determined that far in advance to actually conduct a RIF. The notification shall include the approximate effective date of the RIF, the approximate number of positions that will be abolished, and the reasons for the RIF. The union will be kept informed of subsequent events.

Section 3 The competitive area for FORSCOM activities will be the installation, except for USAISC and LAO positions, GS-09 and above. The competitive area for tenant activities will be as specified in the individual Servicing Support Agreements.

Section 4 Competitive levels will include those positions in the same grade (or occupation level), the same classification series, and similar enough in duties, qualification requirements, pay schedules, terms of appointment and working conditions so that an employee could readily be placed in a position without significant training or unduly interrupting the work.

Section 5 The employer will consider placing employees in existing vacant positions within the employee's competitive area, provided the employee is qualified for the position and would otherwise be removed or reduced in grade as a result of the RIF. To the extent permitted by applicable regulations CPI shall consider waiving qualification requirements in assigning employees to vacant positions if, in the opinion of the CPO, the employee has the capacity adaptability, and special skills required for the position and the employee meets the minimum education requirement for the position, if any.

Section 6 CPO shall, in accordance with applicable regulations, provide affected employees with at least 60 days advance written notice before releasing them from their competitive level.

Section 7 Employees who have received notice of separation will be counseled concerning their rights under:

- a. the Priority Placement Program;
- b. the Reemployment Priority List; and
- c. the Displaced Employee Program.

Section 8 Eligible employees will be registered in these programs and will be referred, in accordance with provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect an employee's right to be offered permanent employment. Furthermore, CPO shall counsel those employees who have received a specific notice of change to lower grade of their rights under the Priority Placement Program and shall register eligible employees in the program.

Section 9 Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In reviewing these documents, the employee shall have the right to be accompanied by a representative of the local union and both persons shall be afforded official time for this purpose, if otherwise in a duty status, subject to the provisions of this Agreement.

Section 10 CPO will make a reasonable effort to find employment in other Federal agencies within the commuting area for those employees separated in a RIF. Activities shall also inform employees that are being separated regarding the services of state employment agencies.

Section 11 Grade and pay retention for eligible employees will be that prescribed by applicable law and regulation.

Section 12 Separated employees will be paid severance pay in accordance with applicable law and regulation.

Section 13 CPO shall maintain RIF records for at least two years from the date of the specific RIF notice to employees.

EMPLOYEE RECORD CARD ARTICLE 46

Section 1 An employee record card is provided for use by supervisors for recording information concerning their employees, i.e., training, within grade increases, performance or conduct counseling, specific achievements, and other matters pertinent to personnel management responsibilities in accordance with the NTC Regulation 690-6.

Section 2 The employee will be Permitted to review his or her individual record-card upon request to the supervisor.

Section 3 Before placing detrimental information on an employee's record card the supervisor will hold a discussion with the employee in accordance with applicable regulations and this agreement. Employees shall be requested to initial the entry. Initials on the entry do not indicate concurrence or non-concurrence, but do signify that the employee has been made aware of the entry.

Section 4 If a memorandum for record is generated to support the entry, a copy will be furnished to the employee as outlined in the local regulation. Employees should initial and date the original to show receipts Any written reply by the employee along with the Memorandum for record will be maintained with or attached to the employee record card.

PERSONNEL RECORDS ARTICLE 47

Section 1 General

The Employer and the Union agree that all laws, regulations and this agreement will be strictly adhered to regarding the retention, establishment and -release of personnel records. It is further agreed that security measures will also be strictly adhered to in order to protect the employees' rights to privacy and confidentiality of this records.

Section 2 - Access to Records

a. Employees and/or their representatives designated in writing shall have the right to examine records personally identified to the employee (i.e., Official Personnel Folder, EEO, appeal and grievance records, SF-7B, position descriptions, etc) during normal duty hours. Employees, or their representatives designated in writing, may receive, at no cost, copies of personally identified records that have not been previously furnished. Requests for a copy of other Employer records that are relevant and necessary for processing active appeals or grievances that are readily available and otherwise releasable will be furnished at no cost.

b. Employees' access to their own medical records maintained by the Employer may be refused if, in the judgment of a health care professional, their disclosure would be harmful to the mental or physical health of the Individual. In each case, the medical record(s) may be released only to an employee's representative designated in writing.

c. The employee shall have the right to prepare and enter a concise statement of disagreement with any record maintained under the privacy act. Nothing in the Article shall negate an employee's right to file a grievance.

Section 3 - Outdated Records

a. All official personnel records shall be purged and information disposed of in accordance with appropriate regulations and settlement agreements.

b. When OPF's are purged, personal materials provided by the employee shall be returned to him/her (e.g., transcripts, certificates, etc) in a manner which ensures privacy and confidentiality.

c. Outdated or illegal documents will be removed when identified and may not be used to support any - personnel action detrimental to the employee.

d. The employee is responsible for reviewing their file to ensure that their OPF is current. In connection with applying for other positions, employees are encouraged to carefully review their personnel record. Any request by the employee will obligate the employer to remove obsolete materials.

UPWARD MOBILITY ARTICLE 48

Section 1 Policy and Purpose The goal of upward mobility is to provide enhanced opportunity for employees to advance so as to perform at their highest potential level.

Section 2 Upward Mobility Programs The extent of any installation's Upward Mobility endeavors will depend on, among other things:

- (a) the number of lower-graded employees having the requisite potential;
- (b) the number and type of target positions available which would link employee potential with-positions in support of the Installations operations;
- (c) available training resources; and
- (d) ceiling or budget constraints.

Section 3 Positions identified as upward mobility positions will be announced as upward mobility opportunities and will be filled at a grade level which is lower than the target level. It is understood that upward mobility may also be achieved by:

- (a) evaluating situations where vacant positions can be filled at lower grade trainee levels;
- (b) identifying areas where bridge positions could be established in order to provided opportunities for employees to enhance their careers; (c) skills upgrading to supplement the existing skills of employees so that they may fully qualify for position in other career ladders. The potential positions in category
- (c) would usually occur in large numbers within the installation (e.g., secretaries, clerk-typist, and a variety of clerical occupations) so advancement opportunities could reasonable be expected. Management will review promotion announcements to ensure that the qualifications or potential sought of applicants are necessary for successful performance In the position.

Section 4 Employees are encouraged to seek guidance from their immediate supervisors) or from the Personnel Office if they are interested in learning about available career opportunities. These employees will be furnished information bout lines of career progression, education requirements, available job opportunities, etc.

Section 5 During the training phases for upward mobility employees periodic reviews should be made.

Section 6 The parties recognize that cross-training, where management determines that this approach is feasible, can provide a valuable opportunity for employees to broaden their experience. The Employer will review the possibility of increasing the amount of cross training conducted within its organizational structures.

PROMOTION ARTICLE 49

Section 1 Purpose The parties agree that the intent of this article is to outline the procedures designed to ensure that unit employees are systematically protected in having their applications for merit promotion properly considered, while affording flexibility of development and administration of the merit promotion program.

Section 2 Scope The Employer acknowledges the responsibility for ensuring that the merit system principles are applied to all personnel actions.

Section 3 Equal Employment Opportunity The parties agree that actions -whether identification, qualification, evaluation, or selection of candidates shall be made consistent with EEO directives, including selective placement of handicapped employees.

Section 4 Area of Consideration The minimum area of consideration for all promotion announcements will be the organizations serviced by the Civilian Personnel Office and bargaining unit applicants will have first consideration for referral to selecting officials.

Section 5 Performance Rating for Promotion Employees with a current performance rating of less than fully successful are ineligible for consideration for promotion opportunities. Employees who did not have a current rating within the last twelve (12) months will be considered rated fully successful.

Section 6 Filing Applications Employees are encouraged to promptly submit applications for merit promotions. Applications postmarked or received on or before the closing date shall receive appropriate consideration for promotion.

Section 7 Eligibility In order to establish eligibility for promotion, employees must meet the minimum qualifications standards prescribed by the office of Personnel Management (OPM). The Employer agrees to give due weight to performance appraisals and incentive awards received by the employee.

Section 8 Vacancy Announcement

- a. All bargaining unit positions filled under and governed by this Article shall be posted for ten (10) days.
- b. Open continuous announcements' may be posted continuously and a certificate may be used for up to ninety (90) days to refer candidates without re-announcing the vacancy.
- c. A copy of each vacancy announcement shall be provided to the Union.
- d. If a vacancy is announced and then cancelled the Union and each bargaining unit applicant will be notified.

Section 9 Selection The parties acknowledge management's right to select from other appropriate sources such as, but not limited to, reemployment priority lists, reinstatement, transfer, handicapped or Veterans Readjustment Act eligibles or those within reach on an appropriate OPM or Delegated Examining Unit certificate. In deciding which source or sources to use, the Employer will assume the obligation to determine which is most likely to best meet the mission objectives, contribute fresh ideas and new viewpoints, and meet established affirmative action goals.

Section 10 Administration In administering the promotion system the Employer agrees to include recordkeeping, shall provide necessary information to employees and will ensure that employee's rights to privacy are protected. The record of each promotion will be sufficient to all reconstruction of the promotion action and include documentation of how employees were evaluated. Those records will not be destroyed before the time limit for grievance has lapsed and normally will be retained for two (2) years.

Section 11 Competitive Procedures The Employer agrees to use competitive procedures for the following actions:

- a. Temporary promotions of more than 120 days (prior service under all temporary promotions and details to higher graded positions, whether competitive or noncompetitive, during the previous 12 months count toward this limitation).
- b. Term promotions of from two to four years in duration based on specific time limited projects or special assignments.
- c. Details of more than 120 days to either a higher graded position or to a position with known promotion potential.
- d. Selection for training which is required for promotion or which can give an employee greater consideration for promotion.

- e. Reassignment or change to lower grade to a position with more promotion potential than the employee's current position, except as permitted by reduction-in-force regulations.
- f. Transfer of an employee of another agency.
- g. Reinstatement to a permanent or a temporary position at a higher grade than the last grade held under a non-temporary appointment in the competitive, service.
- h. Selection of a person from a Reemployment Priority List (RPL) for a position at a higher grade than that from which separated.

Section 12 Noncompetitive Procedures The parties agreed that competitive procedures would delay employee promotions and therefore will not apply to:

- a. Promotions resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error.
- b. Position changes under reduction-in-force (a promotion e.g., an increase in pay) may be caused by movement from a position under a pay system to a position under another pay system (e.g., GS to WG or WG to GS).
- c. Other discretionary exceptions if permitted by the Federal Personnel Manual and the exceptions are made available in writing to employees.
- d. Promotion actions required as a result of an unjustified or unwarranted personnel action.

Section 13 Interviews When interviews are used, all readily available candidates must be interviewed. Interviews when used shall be conducted equitably In accordance with applicable OPM guidelines.

Section 14 Non-selected Employee Rights An employee and/or representative will be presented to the following upon request:

- a. Whether the employee was considered for promotion, and if so, whether the employee met minimum qualifications;
- b. Whether the employee was in the group from which the selection was made;
- c. Who was selected for the position;
- d. In what area, if any, the employee should improve to increase future chances of promotion; and
- e. Access to and review of all releasable documents evaluating the employee.

Section 15 Release of Information An employee and/or representative shall have access to pertinent records used in the process of filling vacancies which are requested for the purpose of processing grievances, EEO complaints, or other appeals. Any release of information must be in accordance with applicable regulations.

Section 16 The parties agree that nothing in this article shall be construed by either party, as authorizing the setting aside of an otherwise proper promotion by a selecting official from a group of properly ranked and certified candidates.

DETAILS AND TEMPORARY PROMOTIONS ARTICLE 50

Section 1 Purpose

- a. Details are intended to meet temporary needs of the Employer's work requirements when necessary services cannot be obtained by other desirable or practical means.

b. Details of one week or more shall be recorded and maintained in the employee's official Personnel Folder (OPF) with submission of a SF172 by the employee to the CPO.

c. Details shall be rotated equitably among those employees who have been determined by management to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are utilized.

Section 2 Length of Details/Temporary Promotions

a. Employees detailed to higher grade position for a period of more than thirty (30) consecutive work days must be temporarily promoted if eligible. The temporary promotion could be initiated at the earliest date it is known by management that the detail is expected to exceed thirty (30) workdays.

b. Temporary promotions or details in excess of one hundred and twenty (120) calendar days shall be filled through competitive procedures except as prescribed by Federal Personnel Letter 300-32.

INTERPRETATION OF REGULATIONS ARTICLE 51

Section 1 Questions as to interpretation of published policies or regulations of the Department of the Army or of the Department of Defense, or regulations of appropriate authority outside the DOD will be resolved in the following manner:

a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of such a regulation or policy, the Employer (normally the Civilian Personnel Office) will compile record of facts bearing on the case, including citation of the grievance and any other supporting material.

b. The aggrieved will be given the opportunity to review this submission and to submit such written comments, as he or she may desire as part of the record.

c. The file will be forwarded through command channels to the proponent of the regulation or policy for official interpretation.

d. Upon receipt of the official interpretation, the aggrieved will be notified in writing by the employer.

Section 2 Only the interpretation issue will be referred for an official determination under this procedure. In regard, referral will be made only for those grievances which provide an answer that is applicable to employees and in which there is no question of fact, rather than those in which there is a question of method in which a regulation or policy was applied to the employee, or of the fairness or equity of its application.

GRIEVANCE PROCEDURES ARTICLE 52

Section 1 Purpose

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

b. Most grievances arise from misunderstandings and/or disputes that can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorable on an employee's good standing, performance, loyalty, and/or desirability to the Employer.

Section 2 - General Grievance means any complaint:

a. By any employee concerning any matter relating to the employment of the employee; except those areas specifically precluded under this Article; or

- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation or a claim of breach, of a collective bargaining agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, an/or regulation affecting conditions of employment.

Section 3 Exclusions

This grievance procedures does not cover the following:

- a. Any claimed violation relating to prohibited political activities (Subchapter, III of Chapter 73 of Title 5); or
- b. Retirement, life insurance or health insurance; or
- c. A suspension or removal in the interest of national security under Section 7532 of Title 5; or
- d. Any examination, certification or appointment relating to employment; or
- e. Classification of any position which does not result in the reduction in grade or pay of an employee; and
- f. Any non-adoption of a suggestion or non-selection for a discretionary award.

Section 4 Statutory Appeal Process

- a. Under 5 USC 7121, the following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both:
 - (1) Actions based on unsatisfactory performance (5 USC 4303); or
 - (2) Adverse actions (5 USC 7512); or
 - (3) Discrimination (5 USC 2302 (b)(1)).
- b. nothing in this Agreement will constitute a waiver of any further appeal or review rights permissible under the statute.
- c. An employee will be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first.
- d. Discussions between an employee and an EEO Counselor will not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

Section 5 Representation

The only representative an employee may have under this procedure is union representative or a representative approved in writing by the Union. An employee may pursue a grievance without union representation, any adjustment must be consistent with the terms of the Agreement and the Union must be given an opportunity to be present at the grievance meeting when an adjustment is made.

Section 6 Grievance Preparation

Reasonable time during the employee's work hours will be allowed for employees and union representatives to discuss, prepare for, and present grievances including attendance at meetings with management officials concerning grievances, consistent with this Agreement.

Section 7 filing the Grievance

Prior to filing an grievance, the employee should discuss their problems/concerns with their immediate supervisor requesting assistance. The following steps will be followed when a grievance is initiated:

STEP 1 An employee an/or the Union will present the grievance to their immediate supervisor in writing within fifteen (15) days of the date that the employee or the union became aware of the act or occurrence. The immediate supervisor will make every effort to resolve the grievance immediately but must meet with the employee and the union representative, and provide a written or oral response within ten (10) days from receipt of the grievance.

STEP 2 If the grievance is not satisfactorily resolved at STEP 1, it may be presented to the next level supervisor or designee, in writing within ten (10) days of the STEP 1 supervisor's decision. The grievance must state, in detail, the basis of the grievance and the corrective action desired. The next level supervisor or designee, will meet with the employee and his/her representative within seven (7) days after receipt of the grievance, render a decision to writing within five (5) days after the meeting.

STEP 3 - If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union will submit the grievance to the Commanding General or designees in writing within seven (7) days of the 2nd Step decision to discuss the grievance. The CO or designee will meet and render a decision in writing to the aggrieved party and the Union within ten (10) days after receiving the grievance.

STEP 4 - If the grievance is not satisfactorily resolved in STEP 3, the grievance may be referred to Arbitration as provided in this Agreement.

NOTE 1 - For organizations, STEP 2 will be eliminated where two (2) levels of supervision are not present. In STEP 3, the Commander or designee will be the deciding official.

NOTE 2 - At any STEP of the grievance procedure, when any management deciding official designates someone to act on his/her behalf, that designee will have complete authority to render a decision at that STEP and will render the decision. Separate decision officials will respond to the steps of the grievance procedures.

NOTE 3 - It is agreed that grievances normally be resolved at the lowest level possible. However, there will be times when the grievance may be more appropriately initiated at STEP 2 or STEP 3 of the procedure (e.g., when the supervisor at the lower level clearly has no authority to resolve the issue; when disciplinary action is taken by a higher level supervisor; or when the Union grieves an action of a management official other than STEP 1 supervisor). When a grievance is initiated at a higher step, the time limits of STEP 1 will apply.

NOTE 4 - Management initiated grievances will be filed with the Union President, or Chief Steward, or designee, and will constitute STEP 3 of the grievance procedure. Such grievance must be filed within thirty (30) days of the act or occurrence.

NOTE 5 - Union initiated grievances will be filed with the Civilian Personnel Officer, or designee, and will constitute STEP 3 of the grievance procedure. The time limits in Note 4 apply as well.

NOTE 6 - Time limits at any STEP of the grievance procedure may be only extended by mutual consent of the parties.

Section 8 Failure to Comply Within Time Limitations

Should management fail to comply with the time limits of STEP 1, the grievance may be advanced to STEP 2. Should management fail to comply with the time limits at STEP 2, the grievance may be advanced to STEP 3.

Should management fail to comply with the time limits at STEP 3, management shall accept liability for the arbitrator's fees and expenses.

Section 9 Non-grievable Matters

If either party considers a matter non-grievable or non-arbitrable, the original grievance will be considered amended to exclude the issue. The Employer must assert the claim of non-grievability or non-arbitrability with supporting documentation. Such assertion will be made as soon as the determination is made.

Section 10 Multiple Grievances

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

Section 11 CPO/Labor Relations Personnel

It is agreed by the parties that at any grievance meeting held under this procedure attended by a Union designated representative, that management may also have an advisor from the Civilian Personnel Office or Staff Judge Advocate's Office present provided the representative is not a grievance decision official at a higher step.

ARBITRATION ARTICLE 53

Section 1

If the final decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union or the Employer may refer the issue to arbitration. The notice invoking arbitration must be in writing and presented to the other party within twenty-five (25) days of receipt of the final grievance decision. The notice must be signed by the Union President or designee if arbitration is invoked by the Union. The notice must be signed by the Commander or designee if arbitration is invoked by the Employer.

Section 2

Within ten (10) calendar days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. The parties shall meet within ten (10) days after the receipt of such to select an arbitrator, failure of parties to meet within this period cancels the request for arbitration. If they cannot agree upon one (1) of the listed persons, the parties will each strike one (1) arbitrator's name from the list of seven and shall repeat this procedure until only one (1) name remains. The remaining name shall be the selected arbitrator. The invoking party shall strike the first name.

Section 3

Either party may withdraw from arbitration at any time prior to the arbitrator's decisions by written notification to the other party and the selected arbitrator. The withdrawing party will pay the full cost of any expenses or fees charged by the arbitrator. If neither party withdraws, the arbitrator's fee and expenses shall be borne by the losing party. The parties shall request that the arbitrator specify in writing the losing party except where the arbitrator determines that the decision is not clearly in favor of either party in which case costs shall be borne equally by the parties. Either party may decide to have arbitration proceedings recorded and/or transcribed; however, all resulting costs shall be paid by the party, making such decision.

Section 4

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

- a. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and hearing would serve no purpose. In this case, all facts, data, documentation, and etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

b. An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries, as he/she deemed necessary (e.g. inspecting work sites, taking statements).

c. A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

d. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make inquiries as he/she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision without an opinion.

e. if mutual agreement cannot be reached on one of these procedures, the complaint will go to a formal hearing.

Section 5

The arbitrator's decision shall be reduced to writing unless mutually agreed otherwise.

Section 6

Each issue submitted to arbitration shall include: Questions at issue; statement of facts; Position of the Union; and Position of the Employer. If parties are unable to agree upon a joint submission, then each party may file with the arbitrator its own version of the issues to be decided and the arbitrator shall determine the Issues for arbitration from submissions by the parties. If a question arises concerning whether or not an issue is arbitrable under the provisions of this Agreement, the question will be submitted in writing to the arbitrator for a ruling prior to the parties going forward on the issues. This section does not preclude either party from raising such issue at any time prior to the hearing of final submission on the issues.

Section 7

Normally an arbitration hearing or inquiry shall be held on the Employer's premises during regular work hours of the basic workweek. An employee of the unit serving as the grievant's representative, the aggrieved employee, required employee witnesses shall be excused from duty to prepare for and participate in the arbitration proceedings without loss of pay, annual leave, and/or any other benefit. As required for attendance at arbitration proceedings, the Employer will authorize travel and per diem.

Section 8

The arbitrator shall have the authority to resolve any question or arbitrability, interpret the explicit terms of this Agreement, or require explanation of management policy, as necessary to render a decision. The arbitrator shall have no authority to add or modify any terms of this Agreement or current applicable laws and regulations.

Section 9

Either party may file exceptions to the Arbitrator's award with the Federal Labor Relations Authority (FLRA) in accordance with applicable laws and regulations. The party who proposes to take exception of the arbitrator's award will simultaneously furnish the other party a copy of this proposal including the reasons therefore.

Section 10

If no exception to an arbitrator's award is filed within thirty (30) days, beginning on the date the award is served on the parties, the award shall be final and binding. The Employer will take the actions required by an arbitrator's final award. The award may include the payment of back-pay as provided in 5 USC 5595.

INDUSTRIAL DISPUTES ARTICLE 54

Section 1 Employees in the unit are responsible for not taking sides or becoming personally involved in a labor dispute between management and employees of a contractor doing business on the installation.

Section 2 Employees are also responsible to make every effort to report to work during labor strikes or lockouts between the contractor and his employees. Should a labor dispute be announced in advance, the Employer will make every reasonable effort to assure safe access for unit employees to reach their work area. In the event the labor dispute is affected without notice and the employee is unable to enter the activity or work area, the employee must leave the area of dispute and promptly report the facts to the designated official or to the duty officer, if after normal duty hours.

Section 3 The Employer will be responsible for protecting employees coming to and from the installation in the event of civil disorders.

Section 4 The Union in fulfilling its Obligation to unit employees, shall bylaw neither assert, assist, nor engage In any strike, work stoppage, slowdown, or picketing.

RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS ARTICLE 55

Section 1 Definitions:

a. Research programs shall mean a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparison among policy and system.

b. Demonstration project means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

Section 2 The employer agrees that prior to entering into any agreement with the Office of Personnel Management to establish and/or conduct a research program or demonstration project which would affect members of the unit covered by this agreement, the Union will be notified of their intention. The Employer agrees to consult and negotiate with the Union on the proposed project changes to personnel policies, practices or general working conditions. In conjunction with negotiations and consistent with applicable laws and Government wide regulations, the employer will grant any reasonable request of the Union for information concerning the research program or demonstration projects.

Section 3 Whenever the Agency submits to OPM an evaluation report concerning a research or demonstration project affecting unit employees, the Union will be provided an opportunity to submit its view in an accompanying report.

IMPACT OF TECHNOLOGICAL CHANGE ARTICLE 56

Section 1 The Employer will provide the Union with advance notification of the implementation of new technology which may displace bargaining unit employees.

Section 2 Upon request, the Employer will provide relevant data to the Union, to the extent required by 5 USC 7114(b)(4).

Section 3 The Employer agrees to bargain on appropriate arrangements for displaced employees.

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THE DEPARTMENT OF THE ARMY POLICE OFFICERS ARTICLE 57

Section 1 General: The parties understand that employees identified in the Army Civilian Police Program are subject to the Policy standards and procedures outlined in AR 190-56. Changes to this regulation and any

supplements thereto are subject to negotiation prior to implementation under this agreement. All applicable regulations and supplements will be furnished to the Union and/or employees upon request.

Section 2 - Qualification Standards: Army civilian police will be required to meet the OPM qualifications standards for the Police Series (GS-083). To ensure such personnel are qualified and capable of performing their prescribed duties, the Employer agrees to develop and adhere to accurate job descriptions and performance standards in accordance with AR 690-400 and this agreement.

Section 3 - Medical Examination: The Employer will ensure that employees assigned to these duties/positions will be reexamined annually at Government expense in accordance with applicable laws, regulations, and this Agreement.

Section 4 Drug Testing: The parties recognize that civilian police are subject to drug testing under the provisions of AR 600-85. Testing will take place on Government time at Government expense. Employees will be allowed to have a separate sample tested at their own expense.

Section 5 Individual Reliability Program

a. The parties agree an assessment of an individual's reliability for continued service as a civilian police officer will conform to the standards outlined in AR 190-56 and supplements thereto as agreed upon.

b. The Individual Reliability Program Certifying Official will be the Provost Marshal, or designee (with qualifications to fully evaluate civilian police officers) and these requirements will be in writing in accordance with AR 190-56.

c. Government facilities and equipment will be made available for physical agility testing or preparation during duty hours so employees can meet requirements outlined in AR 190-56.

Section 6 Training

a. The employer will ensure that civilian police are adequately trained and qualified to perform their assigned duties. This will be accomplished through concerted effort and the professional establishment of a training program suitable for installation/facility requirements under AR 190-56, supplements thereto and other applicable regulations.

b. Civilian police will be afforded the opportunity and time to attend advanced in-service and other military or civilian lay enforcement and physical security training. Training programs for civilian police employee will include as a minimum the training standards defined in AR 190-56 paragraph 4-5(b).

Section 7 Authority: 'Written Instructions will be provided to each Army Civilian police officer describing procedures to be used and the limits of their authority in accordance with AR 190-56, Chapter 5-3. Such instructions will include the limits for apprehension or detection and the limit on the use of force to include reaction force and hostage situations. Written instruction will be reviewed at least annually.

Section 8 Clothing and Equipment

a. Uniforms:

1. Uniform standards and specifications for Army civilian police are prescribed in Chapter 2, AR 670-10.

2. The parties agree that Army civilian police normally will be uniformed for the purpose of ready recognition and identification of their authority.

3. Requests for authority to deviate from established standards Of quality or uniform items, to increase or decrease uniform allowances, or for exception to standards of Chapter 2, AR 670-10, will be submitted through appropriate command channels and/or collective bargaining procedures prior to implementation.

4. Army civilian police are authorized monetary allowances under the provisions of AR 670-10. Uniform allowances are established by Federal Law (Sections 5901-5903, Title 5, USC).

b. Weapons, Ammunitions, Equipment and Vehicles:

1. The Employer will provide the employee with the weapons in good condition, ammunition, security equipment and vehicles needed to perform their-assigned duties. Privately (individually) owned equipment, except for uniform items, will not be permitted.

2. Police officers will turn-in at the end of duty Government-owned weapons and ammunition. Employees will not be permitted to retain weapons or ammunition after completing duty.

C. Compensation:

In no Instance will Army Civilian Police Officers be required to work without compensation. This will not prohibit the officer from requesting compensatory time in lieu of payment.

DURATION AND CHANGES ARTICLE 58

Section 1 General

This agreement shall be effective upon approval by the parties and the MACOM and shall be binding on the parties for a period of one (1) year from the date signed by the parties. Each party shall notify the other party in writing no earlier than one hundred and five day (105) but no later than sixty (60) days prior to the expiration date of the agreement of that party's intent to negotiate a new agreement. If either party serves such notice, representative of the Employer and the Union will meet within thirty (30) days of the receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves such notice, the Agreement shall be automatically renewed for a period of one (1) year. The same time limits apply for the notice of intent to negotiate after such an extension as applied under the expiration of the agreement procedure above. The provisions of this agreement shall remain in effect until a new agreement Is approved.

Section 2 - Amendments

Amendments to this Agreement may be required due to changes in applicable law, Executive Order, regulations or policies of appropriate authority. In such an event, the parties will meet within thirty (30) days after receipt of implementing instructions for such actions or changes for the purpose of negotiating new language to satisfy mandatory requirements.

Section 3 Negotiations

Negotiations may be opened for amendments of the Agreement by mutual agreement of the parties at any time. Request for such amendments by either party must be written and must contain a complete text of the amendments proposed. The parties will meet within thirty (30) days after the receipt of such notice to discuss the matter(s) involved. If the parties determine that negotiations are warranted on the proposed amendments such negotiations will be conducted in accordance with this Agreement and 5 USC.

Section 4 Copies of the Agreement

Costs of materials and printing of this Agreement will be borne by the Employer. Two hundred copies of the agreement shall initially be provided the Union. Annually thereafter, one hundred copies will be furnished to the Union per their request.