

LABOR MANAGEMENT AGREEMENT

TOBYHANNA ARMY DEPOT POST RESTAURANT  
AND

AFGE-LOCAL 1647 AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFL-CIO

TOBYHANNA ARMY DEPOT TOBYHANNA, PA

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## PREAMBLE

Pursuant to the policy set forth in the Civil Service Reform Act of 1978 and subject to applicable laws and regulations, these Articles together with any supplements or amendments constitute a total collective bargaining agreement between the Employer and Union as defined in Article 1. It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Civil Service Reform Act of 1978; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment; and to provide means to facilitate the adjustment of grievances; and to provide a framework for the maintenance of constructive labor management relations.

ARTICLE 1  
DEFINITIONS

When used in this Agreement, the term:

- a. EMPLOYER means the Tobyhanna Army Depot Post Restaurant.
- b. UNION means American Federation of Government Employees (AFGE), Local 1647.
- c. UNIT means all regular full time and regular part time nonappropriated fund employees of the Tobyhanna Army Depot Post Restaurant, except management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, and professional employees, unless a majority of the professional employees vote for inclusion in the Unit.
- d. EMPLOYEE means all nonappropriated fund employees assigned to the Post Restaurant, and includes both regular full time and regular part time, unless otherwise specified.
- e. AGENCY means Department of the Army, its commands, activities, and installations, unless otherwise specified.
- f. COMMANDING OFFICER means the Commander, Tobyhanna Army Depot.
- g. DAYS means unless otherwise specified, calendar days.
- h. HE (personal pronoun) means for purposes of readability, both male and female employees.
- i. DUES means regular and periodic dues to the Union.
- j. REGULAR FULL TIME EMPLOYEE means one who has been appointed to serve in a continuing position and who has a regularly scheduled workweek of 40 hours.
- k. REGULAR PART TIME EMPLOYEE means one who has been appointed to serve in a continuing position and who has a regularly scheduled workweek of 20 to 34 hours.
- l. CATEGORY A POSITIONS are all Unit positions paid rated identical to those in the General Schedule (GS).
- m. CATEGORY B POSITIONS are all Unit positions paid on a prevailing rate basis.
- n. AR 215-3 means Department of the Army Regulation, Nonappropriated Funds

and Related Activities, Personnel Policies and Procedures.

## ARTICLE 2 SCOPE OF THE AGREEMENT

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

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

Section 2. To indicate the nature of the subject matter of proper mutual concern, it is intended that the Agreement will meet the following objectives:

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

## ARTICLE 3 RECOGNITION AND UNIT DETERMINATION

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

## ARTICLE 4 PROVISIONS OF LAW AND REGULATION

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulation of appropriate authorities.

Section 2. In the event this Agreement or its supplementary Agreements are hereafter found in conflict with any of the above, the Commanding Officer shall notify the Union of such, and if required, the Commanding Officer or his designated representatives and the Union shall promptly enter negotiations to effect appropriate amendments to conform this Agreement or its supplementary Agreements and resolve such conflicts.

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

## ARTICLE 5 PERSONNEL POLICIES AND PROCEDURES

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

## ARTICLE 6 RIGHTS OF MANAGEMENT

The employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer.

b. In accordance with applicable laws:

(1) to hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotions, or any other appropriate source; and

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

## ARTICLE 7 UNION MEMBERSHIP

Section 1. The Union is responsible for representing the interests of all employees of the Unit without discrimination and without regard to labor organization membership. It shall not discriminate with regard to the terms or conditions of membership because of

race, color, creed, sex, age, national origin, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping conditions.

Section 2. Neither officials of the Employer nor the Union will engage in unfair labor practices as defined in Section 7116, Public Law 95-454. The Union also agrees to abide by standards of conduct for labor organizations as set forth in Section 7120, Public Law 95-454.

Section 3. Subject to applicable regulatory provisions, the Employer agrees to permit deduction of regular and special dues of the Union from the pay of members in the Unit of recognition who make a voluntary allotment for that purpose. Processing of dues deduction will be accomplished in accordance with applicable Army regulations and this Agreement.

Section 4. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to the voluntary, written authorization by a member that authorizes dues payment through payroll deduction.

## ARTICLE 8 FACILITIES

Section 1. The employer agrees to provide a conference room within Tobyhanna Army Depot to the Union for the purpose of conducting meetings, and other Union business affairs outside the Post Restaurant's regular working hours, subject to change resulting from required management usage. The Union agrees that the use of any conference room after normal working hours is subject to advance approval, security regulations, and further agrees to notify the Security Division upon vacating. Union requests for a meeting room during normal duty hours must be submitted to the Chief, Management Employee Relations Division, Directorate of Civilian Personnel, and contain the purpose, number of those attending, and anticipated time involved.

Section 2. When an employee desires to discuss with the Union important, sensitive, job related complaints, the supervisor will be responsible for providing a specific area where the discussion may be held in private. Space to be provided will normally be in or near the immediate work area of the employee and Union representative.

Section 3. Subject to the provision of Department of the Army Regulation, an eighteen (18) inch section at either end of the Post Restaurant's official bulletin board may be used by the Union to post official organization notices or bulletins. Literature posted or distributed within the Depot must not violate any law, the security of the Depot, or contain scurrilous or libelous material. The Union is charged with the responsibility for material that they distribute or post on the bulletin board. Any misuse of this privilege may result in a withdrawal of posting privileges.

Section 4. The Employer agrees to provide on a semi-annual basis an alphabetical listing of all bargaining unit employees showing names, position, title, series, grades,

and organizational units, along with home addresses twice a year. Also the Employer will provide the Union with a list of all accessions and separations of bargaining unit employees by name and organizational unit. Such listing will be furnished within the first ten days of the month.

## ARTICLE 9 COPY OF AGREEMENT

The Employer agrees to furnish each employee with a copy of this Agreement. The Employer agrees to inform all new employees who are hired for work in the Unit of the existence of the exclusive recognition with the Union. A copy of the Agreement, together with any other appropriate management approved handout material will be furnished new employees. Also, the Employer will furnish ten (10) additional copies to the Union.

## ARTICLE 10 COOPERATION IN THE APPLICATION OF THE AGREEMENT

The Employer and the Union have the obligation to assure that all Union and Management officials are aware of the rights and obligations of both parties and the contents of the Agreement to insure a climate of cooperation in the compliance with and execution of the Agreement.

## ARTICLE 11 VOLUNTARY ALLOTMENT OF UNION DUES

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

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

a. The employee either is a member in good standing of the Union or has signed up for membership in the Union subject to the payment of his first month's dues through voluntary allotments as provided herein.

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

c. The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by the Union.

d. The Financial Secretary of the Union has completed and signed Section A of such form on behalf of the Union.

e. Such completed form shall be turned over to the Financial Secretary of the

Union for transmittal to the Central Accounting Office of the employer.

Section 2. The Union shall supply to the employees involved, Standard Form 1187. The Union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted each payroll period.

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

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

Section 5. Any such change in the amount of the employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period beginning after receipt of the notice of change by the Central Accounting Office of the Employer or at a later date, if requested by the Union. Changes in the amounts of any Union dues shall not be made more frequently than twice each 12 months.

Section 6. An Employee's voluntary allotment for payment of his Union dues shall be terminated by the Employer with the start of the first pay period following the pay period in which the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of the employee for any reason, including death or retirement.
- c. Receipt by the Employer of notice that the employee has been expelled or has ceased to be a member in good standing of the Union.
- d. Moves or is reassigned or promoted to a position outside the Unit for which the Union has been accorded exclusive recognition (does not include details of short duration).

Section 7. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Central Accounting Office of the Employer on Standard Form 1188 properly executed in duplicate by the individual employee. A termination of allotment under this Section shall be effective with the first full pay period following March 1st, provided the revocation is received by the Central Accounting Office of the Employer during the 30 day period preceding March 1st. Upon receipt in duplicate of any such properly executed Standard Form 1188 by the Central Accounting Office of the Employer, such official shall immediately transmit the duplicate

of such form to the Financial Secretary of the Union.

Section 8. The Union having members on voluntary allotment of their Union dues shall promptly notify the Central Accounting Office of the Employer, in writing, when any such member of the Union is expelled or for any other reason ceases to be a member in good standing.

Section 9. The Employer, through its Central Accounting Office, shall transmit to the Financial Secretary of the Union within three (3) working days after each pay day all of the following:

a. A list which shall identify the local Union by Employee Organization Code, and shall list the name and payroll account number of each employee member of the Union on voluntary allotment, and the amount of the allotment deduction made for each such employee member. Such list shall include the monetary amount of each allotment deduction made from the members of the Union together with the total amount of such allotment deductions. Such list shall also include any allotment deductions which are terminated within the pay period covered.

b. A check drawn on the Treasury of the United States and made payable to the Union in the amount equal to the grand total of all such monetary allotment deductions.

## ARTICLE 12 MATTERS APPROPRIATE FOR NEGOTIATION AND DISCUSSION

Section 1. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employment in the Unit. Management officials reserve the right to hold informal private job related discussions with employees.

Section 2. The Employer agrees to provide adequate notice and the opportunity to negotiate prior to changing established personnel policies and practices, and matters affecting working conditions during the term of this Agreement.

Section 3. Nothing in this Agreement shall eliminate the responsibility of the Employer and Union to meet and discuss matters not covered by this Agreement, as they relate to personnel policies, practices and procedures, and working conditions involving members of the Unit, and that are within the discretion of the Employer.

## ARTICLE 13 SAFETY AND HEALTH

Section 1. The Employer agrees to maintain safe and healthful working conditions consistent with requirements of the applicable laws and regulations relating to the safety and health of the employees. Nothing in this Article shall be interpreted as reducing the present conditions enjoyed by the employees. The Union agrees that

employees will be responsible for maintaining prescribed sanitation standards in their immediate area. The Employer and Union agree that safety is a collective effort and the responsibility of both Employer and the Union. It is agreed that responsibility for the reporting of all unsafe conditions, and injuries rests with management officials and employees involved, and that such reporting must be accomplished consistent with procedures established by the Employer.

Section 2. The Employer and Union will cooperate in a continuing effort to prevent employee accidents and eliminate health hazards to the employee.

Section 3. a. The Employer agrees to provide an occupational health program including the following:

(1) Emergency diagnosis during normal working hours and first aid treatment of employees' injuries or illnesses during working hours.

(2) Pre-employment physical examinations of candidates selected for appointment, consistent with appropriate laws and regulations.

(3) Specifically identified periodic health examinations and preventive medicine programs, including preventing and controlling health risks, as required by the Occupational Safety and Health Act and other appropriate laws and regulations.

b. Within available resources and delegated authority, the Employer agrees to provide an occupational health program including the following:

(1) Opportunity for employees to receive simple treatments and have medication administered when such medication is prescribed by the employee's physician. Medication must be provided by the employee with detailed written instructions provided by the employee's physician.

(2) Health education programs and specific disease screening examinations and immunizations in coordination with other Federal and non-Federal agencies.

(3) Referrals to employee's private physician or dentist based on preventive medicine findings and at no cost to the Employer.

Section 4. Personal protective clothing and equipment when necessary, required, and authorized, shall be furnished by the Employer and used by the employee.

Section 5. An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question shall advise his supervisor, who will have the matter investigated promptly and notify the Safety Office and the assigned Union Steward of the alleged hazard. Based on this investigation, a determination will be made whether circumstances warrant employees being relieved from duty in the area in question.

Section 6. Repair work on or about moving or operating machinery involving hazards will be assigned based on employee qualifications. This does not preclude the Employer from requiring operators to make normal or necessary adjustments to machinery or equipment while it is in motion or operation.

Section 7. The Employer agrees to supply and maintain the required number of fire extinguishers and warning systems throughout the cafeteria and annexes. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, and other foreign material are kept away from fire alarms and extinguishers.

Section 8. Upon request by an injured employee or his officially authorized representative, the Employer agrees to provide within three (3) working days of such request, an explanation of the options available under the Workers' Compensation Program.

Section 9. For safety reasons, no employee shall be allowed to work in an area beyond the visibility of others, without periodic checks being made by the supervisor, other employees, or security guards.

Section 10. When the Depot physician or other appropriate medical authority determines that an injured or ill employee must be transported to a hospital or physician's office, the Employer will provide for appropriate transportation to a specifically designated location. When the nature of the illness or injury is such that the authority determines the employee should return to his home, the Employer will attempt to arrange for appropriate transportation to assist in his return home.

#### ARTICLE 14 UNION REPRESENTATION

Section 1. The Employer agrees to recognize the Officers, Chief Stewards, and Stewards duly designated by the Union. The number of Stewards and Chief Stewards shall be reasonably required not to exceed one (1) Steward for each fifty (50) employees in the bargaining Unit. It is agreed and understood that each Steward has authority to act on behalf of the Union within his area of responsibility. It is understood that all supervisors of the Employer, within the scope of their authority, are authorized to speak for the Employer and conduct business with the Union under this agreement. It is mutually agreed that every effort will be made to resolve problems at the lowest level of supervision. Supervisors will recognize the responsibility of the Union Officers and/or Steward in the performance of their duties under the terms of this Agreement and the Reform Act of 1978.

Section 2. The Union agrees to furnish the Employer with an up-to-date list of Steward(s).

Section 3. The Employer agrees that Officers of the Union, including national officers

and other duly designated representatives of the Union, who are not employees of Employer, will be admitted to Post Restaurant, upon request to the Employer, in accordance with Security Regulations.

Section 4. It is agreed that the Union Steward will be granted reasonable time to discuss appropriate matters under the terms of this Agreement with the Chief Steward, other local officers or the employees of the unit. If the Steward intends leaving the immediate work area to which he is assigned, then permission must be obtained in advance from the immediate supervisor of the Steward. Further, prior to discussion with an employee in another work area, the Union Steward will contact the immediate supervisor in that area by phone stating the purpose of his visit. Subject to work load requirements, the supervisor will make the employee available for discussion within a reasonable period of time. Employees will be allowed a reasonable amount of time to discuss appropriate matters with Union Stewards under the terms of this Agreement.

Section 5. Whenever it is required to change the tour of duty of a Union Officer or Chief Steward, Management will discuss the change with the Union prior to giving a notice of the change. Such discussion shall include reasons why such change is necessary and alternative course that were considered in reaching this decision.

Section 6. In the performance of their Union duties, officials of the Union are protected in the exercise of this right without fear of penalty or reprisal on the part of the Employer.

Section 7. When a Union representative desires to leave his work area to transact appropriate Union business during work hours, he shall notify the appropriate management official of the purpose of the business to be transacted and his destination. The Employer agrees that management will conduct reasonable discussions with Union representatives in regard to the conduct of Union business. The Union agrees to guard against the use of excessive time and to conduct authorized business in an efficient manner.

Section 8. The Union agrees that matters connected with internal employee organization business solicitation of membership, and dues collection shall be conducted outside working hours.

## ARTICLE 15 IMPASSE IN NEGOTIATIONS

Section 1. It is mutually understood and recognized that at times representatives of the Employer and the Union may reach a point during negotiations of an agreement, amendments, and/or supplements where they are unable to obtain agreement, after good faith efforts to do so and despite diligent and serious exchange of information and views. Accordingly, when all local efforts to reach agreement on matters under negotiation have failed, the assistance of the Federal Mediation and Conciliation Service will be requested in accordance with procedures established by the Federal Mediation and Conciliation Service and the regulations of the Department of the Army.

Section 2. When a negotiation impasse remains unresolved despite the efforts of the Federal Mediation and Conciliation Service, the issues involved may be referred to the Federal Service Impasses Panel by either the Union or the Employer, or both.

## ARTICLE 16 REVIEW OF JOB DESCRIPTIONS AND CLASSIFICATION STANDARDS

Section 1. Each employee in the Unit shall be furnished a copy of his official position description and shall be afforded the opportunity to discuss with his immediate supervisor the contents of such description. When an employee alleges inequity in his position description, he shall be furnished information on appeal rights and procedures set forth in applicable regulations. He may elect to be represented or assisted by a Union representative or a representative of his choosing in discussing the matter with supervisory, management officials, and the Civilian Personnel Directorate.

Section 2. The Employer agrees to make available in the Position Management and Classification Division copies of appropriate classification standards for review by concerned employees and/or their authorized representative, as well as other Union officials where there is a legitimate need on the part of such officials to carry out their representation duties. In the event extra copies of classification standards are available, the Employer agrees to provide such standards to the Union.

Section 3. The Employer will inform the Union when new or revised Position Management and Classification Standards are received that pertain to Unit members, prior to implementation and will make them available for use in the Position Management and Classification Division.

## ARTICLE 17 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

Section 3. The Employer and Union agree that the Tobyhanna Army Depot Equal Employment Opportunity Advisory Committee is established to advise and assist the Commander on administration of the Equal Employment Opportunity Program. This committee will also service the Post Restaurant.

Section 4. Employees will discuss their Equal Employment Opportunity complaints with the Tobyhanna Army Depot Equal Employment Opportunity Counselor consistent with appropriate regulations and procedures. An employee is entitled to a representative of his choosing throughout the complaint process, except that the representative may not be an Equal Employment Opportunity program official. Representation by a Union Official is permitted. The Equal Employment Opportunity Counselor will attempt to informally resolve the matter giving rise to the complaint through impartial and objective means. The counselor is not a representative of either party to a complaint.

## ARTICLE 18 TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Through policies and procedures developed by the Training Committee, and in accordance with Civilian Personnel Regulations and the Federal Personnel Manual, both parties agree to encourage actions to insure equal opportunity for all employees to participate in training and development programs subject to mission requirements and fund availability.

Section 2. When training is given primarily to prepare employees for advancement and/or is required for promotion, selection for the training will be made under competitive procedures.

Section 3. When the Employer determines that he will train employees to satisfy a skill in short supply, he will inform employees of these opportunities. Furthermore, the Employer will, to the maximum extent practicable, establish training opportunities in these areas and inform the employees how to apply for training.

Section 4. When advance knowledge of the impact of pending major changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved.

Section 5. The Employer will provide employees on-the-job cross training to the maximum extent practicable when this type or method of training is considered to be in the best interest of the employee and the Employer.

Section 6. In the event of a reduction-in-force, the Employer will contact the appropriate State Employment Service concerning all affected employees to determine eligibility for training and then refer the employees to the appropriate office.

Section 7. Supervisors will identify those situations in the specific work environment where training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with employees who would normally be eligible for such training.

Section 8. The Employer agrees to give at least thirty (30) days advance notice to the Union when known concerning the installation of any new equipment, machinery, or process which would result in significant changes of work assignments or require additional training.

Section 9. When training is to be given to some but not all employees in an occupational or organizational group, selection of those to be trained will be made fairly and equitably on the basis of the needs of the Employer and its employees.

## ARTICLE 19 DISCIPLINARY ACTIONS

Section 1. The broad objective of discipline is to train and motivate employees to maintain reasonable standards of conduct. Discipline is a part of the daily responsibility of supervisors and not merely an action taken at times when an employee may deviate from acceptable forms of conduct. The supervisor's activities should emphasize the prevention of incidents requiring penalty actions. The most effective means of maintaining discipline is through the promotion of cooperation, through sustained good working relationships, and through self-discipline and responsible performance expected of mature employees.

Section 2. In those cases where corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. It is recognized that employee conduct requiring discipline falls into two categories; behavioral offenses, e.g., AWOL, insubordination, etc., for which progressive discipline aimed at correcting the behavior and/or maintaining discipline and morale among employees is appropriate; and offenses relating to the violation of regulation or law, e.g., theft, fraud, possession of controlled substances, etc., for which punitive sanctions are required.

Section 3. Prior to initiating disciplinary action against an employee, the immediate supervisor or other cognizant official will make a preliminary investigation or inquiry to assure himself of the facts in the case. When findings of the investigation indicate that the employee may be corrected by informal means such as oral admonition, on-the-job training, oral warning, or letter of counseling, such action will normally be taken by the immediate supervisor or other cognizant official as appropriate. If the findings of the investigation indicate that more formal discipline is warranted, prior to the issuance of a formal proposal of discipline, a discussion will be held with the employee if he is on duty status. If the employee so desires, a Union representative may be present during this discussion. The employee normally will receive written notification of the proposed action within fifteen (15) work days after the investigative discussion. If delays are encountered, the employee will be notified of the reasons.

a. When the Employer takes a formal disciplinary action which is appealable against an employee of the Unit, the Employer agrees to inform the employee of his right to appeal and where to seek further advice and assistance concerning his appeal rights.

b. When the Union is representing an employee, it will be authorized to designate an observer.

Section 4. The Employer will give the Union a monthly statistical report of all formal disciplinary actions involving employees of the Unit.

## ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of grievances. This is the exclusive procedure available to the parties and the employees in the unit for the processing of all grievances pertaining to the following:

a. By any employee concerning any matter relating to the employment of the employee;

b. By the Union concerning any matter relating to the employment of any employee; or

c. By any employee, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach, of this collective bargaining agreement; and

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

1. Any claimed violation relating to prohibited political activities.

2. Retirement, life insurance, or health insurance.

3. A suspension or removal for national security reasons.

4. Matters accepted for investigation by the Inspector General or the Auditor General.

5. Separation during the probationary period.

6. Separation from a temporary or intermittent appointment.

7. Allegations of discrimination because of race, age, color, religion, sex, handicap or national origin. These cases should be referred to the Equal Employment Opportunity (EEO) Officer.

8. Personnel actions voluntarily requested by the employee.

9. Granting or not granting a performance award, quality increase, or any other discretionary award.
10. The content of published policy applicable to NAF employees of the Department of the Army.
11. A specific action required by an authority outside the Department of the Army or any matter subject to final administrative review outside the Department of the Army.
12. Wage or salary rates or schedules established by appropriate authority.
13. Termination of a temporary promotion within the maximum time period.
14. Matters relating to application for employment.
15. Nonselection from a properly constituted referral list of candidates.
16. Advance warning of an unsatisfactory performance rating.
17. Position classification appeals.
18. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
19. Employee performance ratings of satisfactory or higher.
20. Release of information and records from Army files.
21. Reassignments which assign an employee from one position to another position of the same job category, grade, and pay in the same NAFI in the same or difference geographical location.
22. The content of performance standards.
23. Separation for disqualification as set forth in Army regulations.
24. Separation for abandonment of position.
25. Separation of off-duty military employees upon withdrawal of their commanding officer's permission to work.
26. Any matter which has its own review or appeal procedure as part of its regulatory provisions.

Section 2. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue.

All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 3. Should an employee or group of employees, or the Union, initiate a grievance where the sole issue is the interpretation of Agency policies or regulations other than those issued by Tobyhanna Army Depot, the following will apply:

a. Processing of such grievances beyond Step 1, as set forth below, will be delayed until the questioned policy or regulation has been interpreted by the proponent agency. The Union will forward to the Commander such questions for necessary processing, indicating specific reference to the regulations or policy in question.

b. The Commander, upon receipt of such grievances, will refer the case to Directorate of Civilian Personnel for collection of all facts bearing on the case, including citation of the regulation or policy involved. Included in this record will be a copy of the grievance and other appropriate information.

c. The Union will be given the opportunity to review the information compiled prior to submission as stated below and submit additional written comments as part of the record.

d. The file will be forwarded through command channels to the proponent of the regulation or policy for official interpretation. If no response is received within sixty (60) days, the Union may elect to pursue the grievance through procedures outlined in Section 8.

e. Within fifteen (15) calendar days of receipt of the interpretation the Union may process other matters in the grievance procedure, including the application of the policy or regulation to Step 2, Section 8, for resolution.

Section 4. Any employee or group of employees in the Unit may present a grievance to the Employer and have it adjusted, without intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at the adjustment. Requests for adjustment will be processed in accordance with the procedure and time limit set forth in Section 8, except that the employee may not have his own representative.

Section 5. The Employer and the Union recognize the importance of settling grievances promptly, fairly and in an orderly manner that will maintain the self-respect of the employee(s) and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. The immediate supervisor shall maintain a healthy atmosphere in which the employee can speak freely and have a frank discussion of problems. All complaints will be given unprejudiced consideration.

Section 6. The Union and the Employer agree that when two or more employees have an identical grievance (where no individual variations are involved), the Union will

select one case for processing under the grievance procedure. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing, and the Union will notify all aggrieved employees of decisions rendered at each step of the grievance procedure. The decision on the case selected will be binding on all other aggrieved employees originally identified in the grievance.

Section 7. A grievance to be valid for processing under this Article must be taken up with the immediate supervisor within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose. Such grievances not presented within that period will not be presented or considered at a later date, except in those cases where the employee was not aware of being aggrieved. Extensions of this and other time limits stated here and elsewhere in this Article may be mutually agreed upon to provide for unusual cases or circumstances.

Section 8. It is agreed that the following procedure will be used by the parties and employees of the Union on matters subject to this Article. It is further agreed that two or more steps of this procedure can be consolidated to simplify processing. Such consolidation will require the mutual consent of management and the Union. Individual grievances arising from letter of official reprimand and suspensions of fourteen (14) days or less will be initiated at Step 4 within fifteen (15) days after the effective date of the disciplinary action. Suspensions of more than fourteen (14) days and removals may be grieved at Step 4 within twenty (20) days from the effective date. A copy of all written decisions concerning grievances will be provided the Union President and Chief, Management Employee Relations Division. Reasonable time during work hours will be allowed for aggrieved employees to discuss, prepare for, and present grievances including attendance at meetings with management officials. Employer will furnish the Union a copy of all documents requested by the Union, not prohibited by law, that are necessary for the Union to properly process a grievance or appeal related to any disciplinary action or adverse action.

Step 1. An employee shall first take up his grievance informally with his immediate supervisor. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may be represented and/or accompanied by the assigned Steward. The immediate supervisor will investigate any grievance which falls within his scope of responsibility or authority and give an answer orally within three (3) work days. If the grievance does not fall within the scope of responsibility or authority of the supervisor he will so notify the employee and the Union so as to permit processing through appropriate channels. Stewards, Chief Stewards and Union Safety Representatives, when initiating a grievance within their area of responsibility, will normally present the grievance at this level.

Step 2. If a satisfactory settlement is not reached at Step 1, and the employee elects to pursue his grievance, the grievance shall be reduced to writing and the appropriate grievance form provided by the Union. The written grievance will be submitted to the employee's Branch Chief within three (3) working days from receipt of the oral decision at Step 1. The written grievance shall contain the details of the grievance, including the specific provision of the Agreement, regulation, policy or

practice violated, and the corrective action desired by the employee. It must give the date of the informal discussion, the date of informal decision and immediate supervisor involved. It must state the reason(s) why the employee disagrees with Step 1 decision. The Branch Chief will meet with the employee and Union representatives, who shall be the assigned Steward and Chief Steward, within three (3) working days of receipt of the written grievance, in an attempt to resolve the grievance. The Branch Chief may request the attendance and participation of a subordinate supervisor, a subject matter expert or MER specialist during the grievance meeting. A written decision will be submitted to the employee and Chief Steward within three (3) working days from the date of the meeting. In matters not falling within the scope of responsibility or authority of the Branch Chief, a referral will be made to the MER Division, Directorate of Civilian Personnel, for further processing. If referred, the employee and the Chief Steward will be so advised. The MER Division will refer the matter to the appropriate office or official within two (2) days of receipt, and will notify the employee and Chief Steward of the name of the office or official to whom the matter is referred. That office or official will be allowed three (3) days to meet with the employee, Union Steward, and Chief Steward. Following a meeting, a written response will be issued to the employee and Chief Steward within three (3) working days of the meeting. If Step 2 response is made by an office or official upon referral by the MER Division, the response will identify the next level office or official to whom the matter can be appealed.

Step 3. If satisfactory settlement has not been reached at Step 2, and the employee desires to pursue the grievance, the employee must submit the written grievance to the Division Chief or to the official otherwise identified in the Step 2 response. Such submission will be made within three (3) working days from receipt of the decision at Step 2. The grievance will state the employee's reason(s) for nonacceptance at the previous step. The official to whom the grievance is referred will meet with the employee, assigned Steward, and Chief Steward within three (3) days of receipt of the grievance and attempt to resolve the matter. Concerned management representatives may attend such meetings. A written decision will be submitted to the employee and Chief Steward within three (3) working days from the date of the meeting.

Step 4. If a satisfactory settlement has not been reached at Step 3, and the employee elects to pursue the grievance, he must submit his written grievance to the Director, if the grievance is in process through the employee's chain of command. Such submission must be within four (4) working days of receipt of decision at Step 3. If processing is outside of the employee's chain of command, it may be submitted to the official named in the Step 3 response. Such submission must be within four (4) working days of receipt of decision at Step 3. The grievance will state the employee's reason(s) for nonacceptance at the previous step. The official receiving the grievance or his Deputy or designed alternate, will meet on grievance initiated at the 4th step, and will normally meet on other grievances. If a meeting is held it will include the assigned Steward, Chief Steward, and as necessary, concerned supervisors and officials. The meeting, if held, will be scheduled within four (4) working days of receipt of the grievance. A written decision will be given within four (4) working days of the grievance, or four (4) working days of the date of the meeting.

Step 5. If satisfactory settlement has not been reached at Step 4, and the employee elects to pursue the grievance, he must submit this grievance to the Commander within (5) working days from receipt of decision at Step 4. The grievance will state the employee's reason(s) for nonacceptance at the previous step. The Commanding Officer and/or his designated representative may meet with the employee, Union, and as necessary, management representatives within five (5) working days following receipt of the grievance in an effort to reach satisfactory settlement, or may render a written decision based on the record. The Commander's decision will be rendered within five (5) days of the grievance meeting, if held, or within ten (10) days of receipt of the grievance at Step 5.

Step 6. If the decision of the Commanding Officer is unsatisfactory to the employee and Union, the Union may submit the grievance to arbitration within thirty (30) days after receipt of the decision.

Section 9. In lieu of the step by step procedures outlined in Section 8, grievances initiated by the Union (not an individual grievance) or the Employer may be submitted to the Commander or the President of the Union, as appropriate, within fifteen (15) days of the date of the occurrence of the act which caused the grievance. After receipt of the written grievance, the Union President will meet with the Commanding Officer and/or his designated representative within ten (10) workdays. A decision will be rendered within ten (10) workdays following the meeting. If either party is not satisfied with the decision, they may within thirty (30) days from the date of decision elect to submit the grievance to arbitration.

Section 10. Failure of the Employer to observe time limits for any step shall entitle the employee or the Union to advance to the next step. Failure on the part of the aggrieved or the Union to observe time limits for any step shall have the effect of cancelling the grievance. Extension of any and all time limits may be mutually agreed to in accordance with Section 7.

Section 11. Grievants, their representatives and witnesses will be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and/or in giving testimony.

Section 12. The integrity of all confidential or privileged information which may be revealed at any step in this procedure will be respected and protected by all parties involved.

## ARTICLE 21 ARBITRATION

Section 1. If the Employer and Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance shall, upon written notice of either party be submitted to arbitration within thirty (30) days from the date of the final decision rendered in Article 20. Arbitration may only be invoked by either the Union or

the Employer.

Section 2. Within five (5) working days from the date of the request for arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of a qualified arbitrator. If agreement cannot be reached, the parties will jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. Within five (5) working days after receipt of the list, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot mutually agree upon one of the listed arbitrators, then the Union and the Employer, alternating with each list, will each strike one (1) arbitrator's name from the list of five (5) and repeat this procedure until one (1) name remains on the list. The remaining person shall be duly selected arbitrator.

Section 3. The arbitrator's fee and expenses of the arbitration, if any, will be borne equally by the Employer and the Union. The arbitration hearing will be held at Tobyhanna Army Depot. Hearings will be held during the regular day shift hours of the basic work week, unless the arbitrator so directs or otherwise requires. All employees who are required to participate in the hearing while in a duty status shall not be charged leave; however, no overtime or compensatory time shall be authorized under this section for participants called on behalf of the Union.

Section 4. The arbitrator will be requested to render his/her decision as quickly as possible. The arbitrator shall not change, modify, alter, delete or add to the provisions of the Agreement, as such rights remain with the contracting parties, and his/her award will be limited to the issues presented for arbitration. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to the arbitrator's award with the Authority under regulations prescribed by the Authority.

Section 5. Any dispute of the application of an arbitrator's award shall be returned by the parties to the arbitrator for settlement.

## ARTICLE 22 REDUCTION-IN FORCE

Any reduction in force shall be accomplished consistent with Department of the Army Nonappropriated Fund regulations, policies, and procedures. When it has been established that a reduction in force may be necessary, the Employer shall notify the Union prior to any action being taken, the number of employees and competitive levels affected, the dates that actions are to be taken, and the reasons for such reductions. The Employer will discuss with the Union efforts to minimize adverse effects on employees.

## ARTICLE 23 ANNUAL LEAVE

Section 1. Authority for approving annual leave rests with the immediate supervisor. Employees are expected to request all annual leave in advance and the request will

normally be approved subject to workload requirements. In the event of emergencies, employees are required to report their absence to their immediate supervisor or if he is unavailable, to the next higher level supervisor within the first two (2) hours of his shift on the first day of the absence. If he is unable to contact his supervisor or the next higher level supervisor, he will report his absence to a person designated by the supervisor to receive such calls. Such notification will explain the reason for the absence in sufficient detail to provide the immediate supervisor enough information on which he can make a judgment as to approval or disapproval of the leave request.

Section 2. The Employer agrees that he will schedule approved annual leave for vacation purposes. For purposes of this provision, vacation leave is understood to mean an extended period of time (normally two (2) weeks) for rest and relaxation to assist in maintaining the top efficiency and productivity of each employee. In the event of a conflict among employees in scheduling vacation leave, the immediate supervisor will as equitably as possible, resolve the matter taking into account vacation leave, for the past calendar year. Approved vacation leave will only be cancelled by the Employer for reasons of an unanticipated requirement necessitating the services of the employee(s). Should this happen, as much advance information as possible will be provided to the involved employee(s).

Section 3. The Employer agrees that annual leave requested for the purpose of observing a religious holiday associated with the religious faith of the employee involved will be granted, except when exigencies of the service require the employee's services.

Section 4. In case of transfer of an employee from one (1) supervisor to another, previously scheduled leave of such employee shall be considered and accommodated where possible.

Section S. Employees not required for essential duties shall be excused from work on holidays or on days considered as holidays as prescribed by appropriate law, regulations or executive order. The Employer retains the right to require the services of employees for the performance of work essentially required, but recognizes the entitlement of such employees to receive compensation in accordance with the provisions of such law, regulations or executive order. To the maximum extent possible, the Employer will utilize qualified employees who are available and have indicated a desire to work. The Employer further agrees that work will be scheduled on such holidays only to meet essential and necessary requirements such as protection of property, security, work of an emergency nature or to meet the exigencies of the service.

## ARTICLE 24 SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. The Union recognizes the importance of sick leave and the advantages accruing to employees who use it only when incapacitated and

unable to perform their regular duties. Employees are required to report their absences in accordance with the provisions of this Article.

a. Employees are required to report their absence to their immediate supervisor or if he is unavailable, to the next higher level supervisor within the first two (2) hours of their shift. If he is unable to contact his supervisor or the next higher level supervisor, he will report his absence to a person designated to receive such calls. Such notification will explain the reason for the absence in sufficient detail to provide the immediate supervisor enough information on which he can make a judgment as to approval or disapproval of the leave request. Only when the employee's incapacitation prevents him from personally reporting in is the supervisor allowed to accept a call from a member of the immediate family.

b. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy or confinement, or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at this post of duty would jeopardize the health of others. A contagious disease is a disease ruled as subject to quarantine or requiring isolation or restriction of movement of the patient for a specified period as prescribed by the Pennsylvania Department of Health. A physician's certification is required to support the grant of sick leave under this circumstance. Sick leave may also be granted for medical, dental or optical examination or treatment. It is recognized by both the Union and the employee that such examinations or treatment should be scheduled during nonduty hours wherever possible. If necessary to schedule such examinations during work hours, the amount of sick leave granted will be limited to the duration of the examination and travel time.

Section 2. Employees will be required to furnish a medical certificate to substantiate sick leave when such absence exceeds three (3) consecutive work days. Such certificates must attest to incapacitation and be submitted to the employee's immediate supervisor within two (2) work days following return to duty.

Section 3. When the supervisor believes the employee is abusing sick leave he will notify the employee in writing that a doctor's certificate or SDSTO Form 508 will be required for any absence. The written notification will specify the reasons for requiring medical certification and will be reviewed annually. Required doctor's certificate and/or SDSTO Form 508 will be submitted to the employee's immediate supervisor on the day the employee returns to duty. Reproduced copies of physician's signatures will not be accepted.

Section 4. Employees who are sent home sick by the Medical Officer shall not be required to furnish a doctor's certification to substantiate sick leave for the day he is sent home.

Section 5. The Employer agrees to give fair and reasonable consideration to individual requests by employees for an advance of sick leave in an amount not to

exceed thirty (30) days in cases of serious illness or disability, in accordance with the provisions of applicable regulations.

## ARTICLE 25 LEAVE OF ABSENCE AND PERIODS OF LEAVE WITHOUT PAY

Section 1. Employees may be granted leave without pay in accordance with applicable laws and regulations. Normally, initial grants of leave without pay will not exceed one (1) year.

Section 2. Upon written request from the Union, employees in the unit elected or appointed delegates to Union conventions or other such functions, or serving temporarily as officers or representatives of the Union representing Unit employees, may be granted annual leave and/or leave without pay consistent with regulations.

Section 3. Employees who are absent on leave without pay are entitled to service credit, return to duty, pay entitlement, retention preference and all other benefits of employment subject to the provisions of applicable laws and regulations.

## ARTICLE 26 TOURS OF DUTY

Section 1. The basic work week will consist of five (5) eight (8) hour days, Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic work weeks. Changes in the basic work week of a regularly established shift will be discussed in advance with the Union.

Section 2. Tours of duty will be established at least two weeks in advance and will continue for a period of at least one week. Employees must be given at least seven (7) days advance notice of a change in work schedules except when the Employer would be seriously handicapped in carrying out its function, or its cost of doing business would be substantially increased.

Section 3. The selection of personnel for shift assignments is the responsibility of the Employer. An employee preferring a specific shift other than his normally assigned shift should make his desires known to his supervisor who will attempt to accommodate the employee, if possible.

## ARTICLE 27 SCHEDULING OFFICIAL TIME

The Employer agrees, to the maximum extent possible, to schedule the time spent by an employee in a travel status away from his official duty station within the regularly scheduled work week of such employees, in accordance with the provisions of applicable regulations.

ARTICLE 28  
MEAL PERIOD

Meal periods during which the Employee is entirely free of duty in connection with his job will not be considered duty time and the employee will not be compensated for the meal period. When the notice of an employee's tour of duty requires that he remain at his duty station, an on-the-job meal period may be established. The employee will be paid for an on-the-job meal period not in excess of twenty (20) minutes. No employee will be required to work more than six (6) hours in any work day without a meal period. Meal periods will be indicated on the work schedule. Employees will receive a meal designated by management at no cost to the employee.

ARTICLE 29  
REST PERIODS

Short rest periods during the daily tour of duty will be permitted. The rest period may not exceed fifteen (15) minutes during each four (4) hours of continuous work. The rest period will not be a continuation of the lunch period.

ARTICLE 30  
CLEAN-UP PERIOD

In those instances where it has been established by the Employer that a clean-up period is required, a minimum of the last five (5) minutes of the shift will be allowed employees for such clean-up. However, they will return to their work area upon completion of such clean-up.

ARTICLE 31  
OVERTIME

Section 1. It is mutually recognized by the Union and management that equal distribution of overtime is a desirable goal and it shall be the policy of management to distribute overtime equitably as practicable over the calendar year among employees in the bargaining unit. The manager will establish a roster on which he will post overtime information and which he will keep in mind when assigning overtime. The overtime roster will be maintained in a mutually agreed to location with the Stewards. The immediate determination of who will work overtime in each instance, however, rests with the supervisor who will consider all aspects of the working situation.

Section 2. The following shall be considered with respect to offering overtime to employees:

a. If given notice the previous day, an employee refusing an overtime opportunity will be charged with having worked the same number of hours as was worked by the person who did accept the overtime.

b. If less than one (1) days' notice is given in other than emergencies, and the employee refuses overtime, it will not be counted against the employee, but may be noted on the record.

c. When the entire work group is solicited for overtime duty on a volunteer basis, it reserves the right to assign overtime as required. During a national or local emergency each employee is expected to work overtime as the situation dictates. The determination of local emergency will be made by the Employer.

Section 3. In the event Management cannot fill overtime requirements on a voluntary basis, it reserves the right to assign overtime as required. During a national or local emergency each employee is expected to work overtime as the situation dictates. The determination of local emergency will be made by the Employer.

Section 4. Service of an employee on jury duty or on any authorized special assignment will not preclude his consideration for assignment to work on premium pay days, providing he notifies his supervisor by noon on the preceding work day that he is available to work.

## ARTICLE 32 DETAILS

Section 1. The Employer agrees that employees will be assigned to work which is appropriate to their job descriptions taking into account the mission of the Agency. Employees will be furnished a copy of their job descriptions initially and as changes are made. Other duties shall not be construed as meaning work performed at a higher grade level for an extended period of time. The Employer further agrees to consider the views and recommendations of the Union in matters relating to details.

Section 2. A detail is the assignment of an employee to another position or set of duties for a temporary period of time. A detail of thirty (30) days or longer will be documented. It is agreed that details may be used to meet temporary needs of the work program of the activity. Details may be made under the following circumstances:

a. To meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences of personnel due to sick leave or emergency annual leave for example.

b. Pending official assignment, pending description and classification of new positions, pending security clearances, and for training purposes.

Section 3. It is agreed that when an employee is detailed to any position in which he has had no previous experience, he shall be given a reasonable break-in period with an experienced employee or supervisor.

Section 4. It is agreed that no detail will be made to evade the principle of recruitment through open competitive examination. Selection of employees for details

will be fair and equitable in relation to all employees available for detail. Details will not be given solely to enhance qualifications or to offer promotion possibilities. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services, through use of appropriate personnel actions. Details will initially be made for a period not to exceed 120 days. Extensions beyond 120 days will be made with approval of the Directorate of Civilian Personnel in accordance with existing regulations.

Section 5. Temporary promotions will be used when the Employer determines that the need exists to perform higher level duties for a period of more than twenty eight (28) calendar days. The employee temporarily promoted must be fully qualified for the position at the time he assumes the duties of the position.

Section 6. Details of five (5) days or more may be noted on the employee record card.

Section 7. When some employees in the same job classification are detailed from one assigned area to another work area, due to temporary lack of work, the Steward shall remain in his assigned work area as long as there is work within his job classification, unless such retention would interfere with the skills/qualifications required for mission accomplishment. When employees are detailed or temporarily promoted out of the work area, the supervisor will notify the designated Steward prior to such details or temporary promotions.

### ARTICLE 33 MERIT PROMOTION

Section 1. The Employer agrees that employment and promotion practices will be in full accord with applicable nonappropriated fund personnel regulations, and that all such actions will be based on merit and qualifications. The Union agrees that AR 215-3 and all subsequent changes is the governing regulation for the processing of all promotion actions.

Section 2. The Employer and the Union agree that the purpose and intent of this Article is to ensure that employees are given full and fair consideration for advancement, to assure that employees have the opportunity to develop and advance to their full potential according to their capabilities and to ensure selection from among the best qualified candidates without regard to race, color, religion, national origin, sex, age, lawful political affiliation, physical handicap, marital status or membership in employee organizations.

Section 3. To the extent practicable, the following provisions apply to all promotions to positions within the bargaining unit:

a. Vacancy announcements will be published, circulated among the employees and posted on all appropriate bulletin boards seven (7) work days for all vacancies. Positions may be filled through continuous advertising or posting of vacancy

announcements.

b. At a minimum, vacancy announcements will be publicized installation wide.

c. Qualifications of candidates will be evaluated by fair and equitable methods. Written tests will not be used, unless necessary to determine the possession of a skill required by the job.

d. The best qualified candidates will be identified and referred to the selecting official. Selection will be made from the list by the selecting official.

e. An employee normally will be released from his position within 15 days after selection is made, but in all cases, he will be released within a 30 day period after selection.

f. The evaluating criteria will be uniformly applied to the qualifications of all candidates.

g. Basic eligibility qualification standards used will be those standards prescribed or authorized by the Agency.

h. An employee is entitled to see, upon request, any production record which was used or which may be used in considering him for promotion.

i. Employees will establish means through his fellow employees or supervisor for obtaining job opportunity information and applying for consideration while absent from their normal duty station.

Section 4. It is agreed that the Employer will adhere to the principles and spirit of the governing promotion regulation, and utilize the maximum skills and talents of its employees. Full consideration will be given to filling vacant positions by promotion of employees within the area of consideration.

Section 5. Employees reduced in grade through no fault of their own (e.g., RIF, reclassification) will be entitled to special consideration for repromotion for a period of three (3) years. Although not guaranteed repromotion, these employees will be referred to the selecting official prior to competitive filling of a position from which they were downgraded.

#### ARTICLE 34 PERFORMANCE APPRAISAL

Section 1. All employees in the bargaining unit will be evaluated against criteria which are job related. Critical elements and performance standards will be consistent with the duties and responsibilities contained in the employee's position description. Performance standards should be realistic, observable and/or measurable, and attainable by a qualified employee. Employee participation in the development of

standards is required.

Section 2. The designated Union Steward will be given the opportunity to attend group meetings of employees in the Unit when such meetings are called by the supervisor for the purpose of discussing the development of performance standards.

Section 3. Critical elements, non-critical elements, and performance standards will be developed for each employee, and will be given to the employee in writing at the beginning of the rating period, or within thirty (30) calendar days after the employee is assigned a new position. Standards will be explained to employees at the time of presentation. Definitions of critical elements, non-critical elements, and performance standards will be as defined in appropriate regulation.

Section 4. Anniversary date for an employee's rating period will be based on the employee's service computation date.

Section 5. Performance standards must be in force at least one-hundred twenty (120) days before they are used to appraise an employee. The Department of the Army Job Performance Planning Worksheet or Civilian Performance Plan will be used to document the date on which performance standards and/or changes to performance standards are communicated to the employee.

Section 6. At the midpoint of the annual rating period, the rating supervisor will discuss with the employee his actual performance against the written performance standards. Discussion(s) will be held to assist employees in improving, when performance of a critical element is below the fully successful level. Employee will be advised of progress, and counseled concerning performance that is below the established standard.

This midpoint discussion will be documented on the employee record card, and will reflect satisfactory performance or specific examples of unsatisfactory job performance. At the discretion of the supervisor, a memo for the record may be written by the rating supervisor and presented to the employee.

Section 7. Employees will receive an annual performance appraisal which shall be a factor in decisions regarding training, rewarding, reassigning, promoting, reducing in grade, retaining or removing an employee.

Section 8. The following procedures will be followed when a supervisor proposes to remove or demote an employee from a position for unsatisfactory performance under AR 215-3, Chapter 11.

a. The employee will be notified in writing as to the critical element(s) that are unsatisfactory; actions needed for improvement; and an offer of appropriate assistance in such areas as counseling, training, and more intensive supervision.

b. The employee will be given a period of sixty (60) days to improve his

performance provided granting such a period would not constitute an unacceptable risk to the mission or employees of Tobyhanna Army Depot.

c. If after the sixty (60) day period, performance remains unsatisfactory, the supervisor will initiate action to propose the removal of the employee from the position in accordance with the law and governing regulations.

#### ARTICLE 35 WITHIN GRADE INCREASE

A Category A employee serving in a regular full time or regular part time position and all Category B employees are entitled to within grade increases when they have completed the prescribed waiting period, and have not received an equivalent increase during the waiting period, and

1. The work of a Category A employee is of an acceptable level of competence.
2. The work of a Category B Employee is satisfactory or better.

#### ARTICLE 36 PERSONNEL I RECORDS SYSTEMS

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

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

Section 3. Personnel record systems maintained by the Employer which are to be used for purposes of evaluating the employee, will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee has been made aware of the presence of such material. Employees will be provided a copy of all derogatory information placed in their Official Personnel Folder, with the exception of information which may be restricted by law or regulation. Entries of a derogatory nature on the employee's record card will be initialed by the employee attesting only to the fact of entry and not accuracy. If the employee refuses to initial such derogatory entries, this refusal will be recorded by the supervisor on the SF-7B card. At the time of the employee's annual performance appraisal, the supervisor and employee will review all entries on SF-7B card for the purpose of annotating improvements in those areas that previously required derogatory entries. This review will also be for the purpose of removing those derogatory entries no longer pertinent, or that should be removed as

required by regulations. In addition, the SF-7B card will be reviewed by all outgoing supervisors for currency of entries. When an employee transfers to another supervisor the SF-7B card will be submitted to Directorate of Civilian Personnel for review and processing. All other officially recognized personnel record systems will be free of derogatory information, unless specifically authorized by law or regulation, and then such information must be released to the employee if authorized by the applicable law or regulation.

## ARTICLE 37 PRODUCTIVITY

Section 1. The Union and the Employer recognize that productivity is a key to the maintenance of a good competitive position and stability of the work force.

Section 2. It is agreed that more efficient use of resources and labor will result in increased productivity. To this end, the Union and the Employer agree to encourage suggestions for job improvement and for higher efficiency through practical and mutually beneficial means.

## ARTICLE 38 ABSENCE FOR MATERNITY OR PATERNITY REASONS

Regular full time and regular part time female employees may request sick leave, annual leave, and leave without pay (after annual leave has been exhausted) when incapacitation related to pregnancy and confinement has been properly established by medical authority. Regular full time and regular part time male employees may request annual leave and/or leave without pay for purposes of assisting or caring for their minor children or the mother of their newborn child while she is incapacitated, as established by medical authority, for maternity-reasons.

## ARTICLE 39 SHUTDOWNS FOR MANAGERIAL REASONS

Section 1. When employees are prevented from working for managerial reasons, they will be excused without charge to leave or loss of basic pay for their regularly scheduled hours for that day, unless other duties can be arranged.

Section 2. When shutdowns for managerial reasons are in excess of one workday but do not exceed one calendar week, employees may be placed on enforced annual leave or LWOP. Employee may elect LWOP in lieu of enforced annual leave. An advance written notice equal to the period of shutdown is required.

## ARTICLE 40 CONTRACTING OF BARGAINING UNIT WORK

Section 1. The Employer agrees that in instances where automation, technological change or the introduction of contractual services serves to significantly eliminate

duties, functions, or positions of employees in the unit, sincere and reasonable efforts will be made by the Employer to reassign employees affected to other continuing positions, or, where feasible and in accordance with AR 215-3, to retrain such employees for continuing positions, in the non-appropriated fund competitive area, at a salary equal to, or as near as possible to the employee's current salary as permitted by Department of the Army Regulations.

Section 2. When the Employer intends to solicit bids for contracting work normally performed by the work force and which could result in a reduction-in-force or demotion of an employee, the Employer will discuss with the Union as far in advance as possible giving the explanation for the reasons for the proposed action and inform the Union of the final decision.

#### ARTICLE 41 DURATION OF THE AGREEMENT

Section 1. In accordance with Title VII, Section 7114(c), the terms and conditions of this Agreement are subject to approval by the Agency. The Agency shall approve this Agreement within thirty (30) days from the date the Agreement is executed by the parties, if the Agreement is in accordance with the provisions of Chapter 71 of Title 5 of U.S. Code and any other applicable law, rule or regulation. If the Agency does not approve or disapprove the Agreement within the thirty (30) day period, the Agreement shall take effect and shall be binding on the parties subject to the provisions of Chapter 71 of Title 5 of U.S. Code and any other applicable law, rule, or regulation.

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

Section 3. Any notice given under Section 2 of this Article shall be accompanied by a copy of the proposed new Agreement. The party receiving a notice in accordance with Section 2 may deliver a counter-proposal to the other party within the thirty (30) days after receipt of such notice. In the event of failure of the respondent party to submit a counter-proposal within the thirty (30) days herein provided, the existing Agreement shall be considered as having been filed as said party's counter-proposal. Time frames included in this Section may be extended by mutual agreement.

Section 4. The contents of this Agreement may be renegotiated at any time during the life of the Agreement provided there is mutual consent as to the specific Article and/or Section to be renegotiated. Failure of either party to consent will be issued in writing. The party requesting such renegotiation will submit a written request indicating the specific Article(s) and/or Section(s) in which changes are sought, along with a copy of the proposed changes. The responding party if agreeable to renegotiation will submit counter-proposals within thirty (30) days of receipt of the proposed changes, or a statement indicating that the existing Article or Section constitutes the counter-

proposal. Any renegotiations resulting from this Section must be commenced within sixty (60) days of the mutual agreement by the parties.

Section 5. At any time in the life of the Agreement, either party may give the other party written notice of its desire to supplement the Agreement covering any matter properly subject to negotiation that has not been previously negotiated. The other party may deliver a counter-proposal within thirty (30) days after receipt of such notice. Negotiations will commence no later than thirty (30) days after receipt of such notice. Negotiations will commence no later than ninety (90) days from the date of request to supplement this Agreement.

Section 6. Amendment of this Agreement may be required by changes in applicable laws or regulations of appropriate authority issued after the date of this Agreement. The Employer and Union agree to meet within ten (10) days of either party's request to negotiate such changes as may be necessary.

Section 7. No amendment, supplement, or modification or any of the terms of this Agreement shall be binding upon the parties unless such agreement is made and executed in writing and the same has been approved by the head of the Agency or his designated representative in accordance with Section 1 of this Article.

Section 8. It is mutually understood and recognized that at times representatives of the Employer and the Union may reach a point during negotiations of an Agreement, amendments, and/or supplements where they are unable to obtain agreement, after good faith efforts to do so and despite diligent and serious exchange of information and views. Accordingly, when all local efforts to reach agreement on matters under negotiation have failed, the assistance of the Federal Mediation and Conciliation Service will be requested in accordance with procedures established by the Federal Mediation and Conciliation Service and the regulations of the Department of the Army. When a negotiation impasse remains unresolved despite the efforts of the Federal Mediation and Conciliation Services, the issues involved may be referred to the Federal Service Impasses Panel by either the Union or the Employer or both.

#### ARTICLE 42 POST RESTAURANT COUNCIL

The Union President or his designated representative will have full voting membership on the Depot's Post Restaurant Council.

As attested to by their signatures, the parties have executed this agreement February 10, 1989.

NEGOTIATING COMMITTEES

FOR MANAGEMENT:      FOR THE UNION:

APPROVED:  
COLONEL, SC COMMANDING