

**NEGOTIATED AGREEMENT
BETWEEN**

**NAVY SHIPS PARTS CONTROL CENTER
NAVY FLEET MATERIAL SUPPORT OFFICE**

**NAVY PUBLISHING & PRINTING
SERVICE DETACHMENT OFFICE**

NAVAL SEA LOGISTICS CENTER

AND

**AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
LOCAL #1156**

DECEMBER 18, 1990

CONTENTS

<u>ARTICLE</u>	<u>NUMBER</u>
Preamble.....	
Witnesseth.....	
Effective Date and Duration of Agreement.....	1
*Administration of Agreement.....	2
Areas of Management Jurisdiction.....	4
AFGE Rights and Responsibilities.....	5
*Employee Rights and Privileges.....	6
Relationship of this Agreement to Employer's Regulations and Practices.....	7
*Areas Subject to Negotiations.....	8
*Amendment or Modification of Agreement.....	9
Ground Rules for Handling Impasses.....	10
*AFGE Representation.....	11
*Telephone Listing of AFGE Officers.....	12
*Office Space.....	13
*Payroll Deduction of AFGE Dues.....	14
*AFGE Membership on Boards and Committees.....	16
AFGE/Management Relations.....	17

*Distribution of Material and Information.....	18
*Hours of Work.....	19
*Overtime.....	20
Environmental Differential Pay.....	21
*Career Development Programs.....	22
Career Opportunities.....	23
*Equal Opportunity.....	24
*Contracting Out.....	25
*Reduction in Force.....	26
*Reassignment.....	27
*Reorganization.....	28
*Details.....	29
Review of Position Descriptions.....	30
*Performance Appraisals.....	31
*Promotions.....	32
Within Grade Salary Increase.....	33
*Disciplinary Actions.....	34
*Adverse Actions.....	35
*Separations of Probationers.....	36
*Grievances.....	37
*Arbitration.....	38
Unfair Labor Practice.....	39
*Annual Leave.....	40
*Sick Leave.....	41
*Official Time.....	42
Religious Compensatory Time.....	43
*Bereavement Leave.....	44
*Leave Without Pay.....	45
*Travel.....	46
*Telephone Use.....	47
Personnel Files.....	48
*Vehicle Related.....	49
*Reasonable Accommodation.....	50

*Safety and Health.....	51
General Provisions.....	52
*Ground Rules for I&I and Mid-Term Bargaining.....	53
Glossary.....	
Index.....	

NOTE: Asterisks in the table of contents indicate Articles containing changes and new Articles (new Articles are 28, 44, 50 and 53). Asterisks preceding section number in the text of the Articles indicate sections which have changed.

PREAMBLE

Pursuant to policy set forth in Title VII, Public Law 95-454, Federal Service Labor Relations, hereafter referred to as Title VII, and subject to all applicable Executive Orders, laws and statutes, the following Articles constitute an agreement by and between the

1. Navy Ships Parts Control Center
2. Navy Fleet Material Support Office
3. Defense Depot Mechanicsburg
4. Naval Sea Logistics Center
5. Navy Publishing and Printing Service Detachment Office

hereafter referred to jointly and severally as the Employer, and the American Federation of Government Employees, Local #1156, here-after referred to as the AFGE.

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII; 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 of matters of mutual interest.

Now therefore, the parties hereto agree as follows:

ARTICLE 1

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. The effective date of this Agreement shall be the date of approval by the Department of the Navy, Office of Civilian Personnel Management, or the expiration of thirty (30) calendar days from the date of its execution if it has not been approved or disapproved. The Agreement shall remain in full force and effect for a period of three (3) years from the effective date.

Section 2. At least sixty (60) but not earlier than one hundred five (105) calendar days prior to the expiration date of the Agreement and provided the Agreement has not been terminated at an earlier date, either party may notify the other, in writing, of its desire to meet for the purpose of renegotiating the provisions of this Agreement.

Section 3. The written request to begin the renegotiation of the Agreement must be accompanied by any proposed changes the requesting party wishes to negotiate.

Section 4. Not later than forty-five (45) calendar days after receipt of a request to renegotiate the Agreement, the parties shall begin their negotiations.

ARTICLE 2

COPY OF AGREEMENT

Section 1. A copy of this Agreement, and each supplementary Agreement that may be negotiated, shall be given by the Employer to each employee in the unit.

Section 2. The Employer shall provide a copy of this Agreement to all new employees during indoctrination.

ARTICLE 3

ADMINISTRATION OF AGREEMENT

* Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and government wide regulations as well as the existing regulations of the Department of Defense, the Department of the Navy and/or the Defense Logistics Agency.

ARTICLE 4

AREAS OF MANAGEMENT JURISDICTION

Section 1. The Employer retains the right and authority

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

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 determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

(3) with respect to filling positions, to make selections for appointment from

(a) among properly ranked and certified candidates;

(b) or any other appropriate source; and

(4) to take whatever actions that may be necessary to carry out the Employer's mission during emergencies.

Section 2. The right to make rules and regulations is considered an acknowledged function of the Employer. In exercising authority to implement rules and regulations relating to personnel policies, practices and working conditions, the Employer shall offer the AFGE the opportunity to negotiate with due regard for the obligations of Title VII.

Section 3. It is understood that the exercise of such rights may be subject to appeal and grievance procedures where applicable as prescribed by laws and government wide regulations, or appeal and grievance procedures agreed upon hereunder and as imposed by Title VII.

ARTICLE 5

AFGE RIGHTS AND RESPONSIBILITIES

Section 1. The Employer hereby recognizes AFGE as the exclusive bargaining agent under the provisions of Title VII, for all employees of the bargaining unit as defined under Section 2 of this Article.

Section 2. The recognized bargaining unit for each activity shall include all current and future non-supervisory employees of that activity with the following exceptions:

- a. Management officials.
- b. Employees engaged in personnel work other than in a purely clerical capacity.
- c. Professional employees.
- d. Employees whose normal duty station is not located at Mechanicsburg.
- e. Wage System employees of the Defense Depot Mechanicsburg, PA.

Section 3. AFGE is entitled to act for and negotiate collective bargaining agreements covering all employees in each of the bargaining units as defined in Section 2 of this Article. AFGE shall represent the interests of all employees in the bargaining unit it represents without discrimination and without regard to labor organization membership.

Section 4. AFGE shall be given the opportunity to be represented at

a. any formal discussion between one or more representatives of the Employer and one or more bargaining unit employees or their representatives concerning any grievance or personnel policy or practices, working conditions, or other general conditions of employment; and

b. any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests AFGE representation.

Section 5. The Employer agrees to annually inform all employees of their rights under Section 4 of this Article and identify AFGE as their representative. This information shall be posted on the permanent section of all official bulletin boards.

Section 6. AFGE subscribes to and will adhere to and abide by the Standards of Conduct for Labor Organizations as promulgated in Section 7120 of Title VII, as well as the AFL-CIO codes of ethical practice.

ARTICLE 6

EMPLOYEE RIGHTS AND PRIVILEGES

Section 1. Each 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 under Title VII, this right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the view of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

Section 2. Consistent with Title VII, nothing in this Agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would be otherwise incompatible with the law or with the official duties of the employee. Employees excluded from taking an active part in the management of a labor organization by

reason of conflict of interest or other incompatibility with law or official duties, may be members of AFGE.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of AFGE, or to pay money to AFGE, except pursuant to a voluntary, written authorization by the employee for payment of dues through the mutually agreed upon dues withholding provisions of Article 14 of this Agreement.

Section 4. Each employee has the right, regardless of AFGE membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations and established policies and is not precluded from

a. being represented by an attorney or other representative, other than AFGE, of the employee's own choosing in any grievance or appeal action, except in the case of the negotiated grievance procedure contained in Article 37 of this Agreement; or

b. exercising grievance or appellate rights established by law, rule, or regulation, except in the case of the negotiated grievance procedure contained in Article 37 of this Agreement. In the exercise of statutory or regulatory appeals or grievance rights, employees may, if they choose, be represented by AFGE.

Section 5. Employees requesting AFGE representation in any grievance or appeal action must inform AFGE in writing of their choice. AFGE will provide a copy to the Employer.

* Section 6. Employees shall be given the opportunity to be represented by AFGE at each formal discussion between the employee(s) and one (1) or more management representatives.

Section 7. AFGE will accept all eligible employees as members without discrimination because of race, color, religion, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.

ARTICLE 7

RELATIONSHIP OF THIS AGREEMENT TO THE
EMPLOYER'S POLICIES, REGULATIONS

AND PRACTICES

Section 1. The Employer's instructions on negotiable issues are not to be changed without prior negotiations with AFGE.

Section 2. It is recognized that this Agreement is a "living" document and the fact that certain conditions are reduced to writing does not negate the responsibility of either party to meet with the other to discuss and consult on matters not originally covered by this Agreement.

Section 3. Any prior benefits, privileges, practices, and understandings which have been mutually acceptable to the parties which are not specifically covered by this Agreement shall not be changed without prior negotiations between the Employer and AFGE.

ARTICLE 8

AREAS SUBJECT TO NEGOTIATIONS

* Section 1. AFGE has the right to negotiate on conditions of employment. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters as follows:

a. Relating to political activities prohibited under subchapter III of Chapter 73 of Title VII.

b. Relating to the classification of any position.

c. To the extent such matters are specifically provided for by Federal statute.

d. Relating to those rights and authority retained by the Employer in Article 4 of this Agreement.

e. Which are the subject of any existing or future Federal law or government wide regulations.

f. Which are the subject of any existing regulations of the Department of Defense, the Department of the Navy and/or the Defense Logistics Agency unless the agency informs the Federal Labor Relations Authority or the AFGE alleges and the Federal Labor Relations

Authority finds that there is no compelling need for the agency regulation.

Section 2. Nothing in Section 1 shall preclude AFGE and the Employer from negotiating, at the election of the Employer, 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.

Section 3. Nothing in Sections 1 and 2 shall preclude AFGE and the Employer from negotiating procedures which management officials of the Employer will observe in exercising any authority under Sections 1 and 2 of this Article.

Section 4. Nothing in Sections 1 and 2 shall preclude AFGE and the Employer from negotiating appropriate arrangements for employees adversely affected by the exercise of any authority under Sections 1 and 2 by management officials of the Employer.

* Section 5. Consultation and negotiation shall not be applicable to any matter not within the administrative authority of the Employer.

* Section 6. The Employer shall notify AFGE, in writing, prior to the implementation of new agency regulations pertaining to personnel policies and practices and conditions of employment and give the AFGE the opportunity to negotiate as appropriate before taking final action.

ARTICLE 9

AMENDMENT OR MODIFICATION OF AGREEMENT

Section 1. The Employer or AFGE may at any time serve notice of intent to negotiate an amendment, or to supplement the existing Agreement. Any request for amendment shall be in writing, and must be accompanied by a summary of the amendment(s) proposed. Within thirty (30) calendar days of receipt of such requests, representatives of the Employer and AFGE shall meet to negotiate the proposal. Agreement shall be evidenced by written amendment duly executed by both parties. No other type of change in this Agreement shall be recognized. Any such amendment(s) shall be effective for the life of the basic Agreement.

Section 2. Modifications or amendments to this Agreement may be required because of changes in applicable laws, and by subsequently published agency policies and regulations required by law or by government wide regulations. Effective date of modifications or amendments shall be as agreed upon or as mandated by the law or regulation. All supplemental, implementing, subsidiary, and informal agreements between the parties shall be subject to the provisions of this Agreement.

Section 3. A joint Labor/Management Negotiating Committee shall consist of not more than seven (7) members and seven (7) alternate members representing the Employer and seven (7) members and seven (7) alternate members representing AFGE. It shall meet as required for the purpose of negotiating any amendments, modifications, supplements or revisions of this Agreement.

* Section 4. The AFGE Negotiating Committee shall meet monthly on official time to consider proposed agency policies and regulations and changes in conditions and to prepare the AFGE proposals for changes to those policies and regulations and amendments or modifications to this Agreement.

ARTICLE 10

GROUND RULES FOR HANDLING IMPASSES

Section 1. An impasse occurs after both parties have considered the proposals and counterproposals of the other party in good faith and despite such honest and diligent efforts no agreement can be reached on the subject being negotiated.

Section 2. During the negotiations conducted by the parties under the terms of this Agreement, the respective negotiating committees shall make every good faith effort to reach agreement on all issues prior to the initiation of the following procedures:

a. When it has been determined that an impasse has been reached, the item shall be laid aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse items.

b. Either party may call upon assistance from higher authority to provide a temporary Spokesperson-Negotiator.

Section 3. In the event of an impasse, the Employer and AFGE shall seek the assistance of the Federal Mediation and Conciliation Service before requesting the Federal Services Impasse Panel to consider the matter.

ARTICLE 11

AFGE REPRESENTATIVES

Section 1. The Employer shall favorably endorse requests from the AFGE to have access passes to the Employer's premises approved and issued to the National AFGE Officers and Representatives for the purpose of carrying out the functions prescribed by this Agreement and the intent of Title VII. It is agreed and understood that the use of such passes will be in accordance with the regulations of the Employer and the provisions of this Agreement.

* Section 2. The Employer shall recognize the Local representatives duly appointed by the AFGE. Representatives means the Local President, the Executive Director, the Chief Steward and other stewards, activity vice presidents, the local's designated negotiation team members, and AFGE representatives appointed to management committees.

Section 3. Representatives of the AFGE are authorized to use official time in connection with their representational functions. The official time shall begin and end by mutual agreement between the representative and the representative's supervisor.

Section 4. Duly appointed representatives of AFGE are authorized, whenever the work situation permits, to leave their work areas without charge to leave or loss of pay in

order to perform their duties mandated by this Agreement and Title VII. Before leaving the work area, the AFGE representative shall inform his supervisor of the reasons for leaving and his destination.

Section 5. The AFGE shall designate one (1) of the constituted vice presidents in each activity to represent the Local President in that activity. In addition, AFGE shall designate stewards for each of the Employer's Departments/Directorates/Offices. This shall normally be one (1) steward for each Department/Directorate/Office, except in the Department/Directorate/Office where there is more than one (1) shift, or the Department/Directorate/Office is spread over more than one (1) building. Where Department/Directorate/Office involves more than one (1) shift or building there may be as many stewards as there are shifts and/or buildings. Stewards shall be unit employees and insofar as practicable employees of the Department/Directorate/Office represented. Representational functions within the Department/Directorate/Office shall be undertaken by the steward from the Department/Directorate/Office if available; otherwise a steward from another Department/Directorate/Office, the Chief Steward, or an activity vice president will undertake representational functions.

Section 6. Activity vice presidents and stewards shall not be assigned to additional shifts or staggered workweeks, or to other organizational elements without prior

notification to the AFGE. The Employer will not reassign an employee solely because of the employee's Union activity.

Section 7. Within ten (10) calendar days of the assignment of a vice president and steward, the AFGE shall furnish to the head of the Department/Directorate/Office and the head of the activity, the name of the steward or vice president, his or her organizational code, and the telephone extension on which the steward or vice president can be reached.

Section 8. AFGE representatives shall obtain the agreement of their supervisors prior to leaving their work areas and of the employee's supervisor before entering an employee's work area or contacting an employee during the employee's duty hours. If the request to leave the work area or to contact an employee is in connection with officially sanctioned collective bargaining activities of the representative, the request shall be granted whenever the work situation permits. Contact between employees and their representatives shall not be delayed beyond the end of the workday following the day on which the request is made.

* Section 9. The Executive Director will assume the official representational functions of the President when the President is not so engaged and either the President or the Executive Committee had designated him to

do so. The Labor and Employee Relations Division will be notified when the Executive Director is designated to act for the President.

* Section 10. The time spent by those AFGE representatives, defined in Section 2, in official representational functions is to be determined by balancing the impact of employee's performance and efficiency, effective conduct of the Employer's business, effective representation on management committees, and the rights of employees to be represented in accordance with applicable provisions of Title VII. Except for the President and Chief Steward, time spent by these representatives on these functions shall not exceed fifteen (15) percent of the representatives' regular duty hours. Regular duty hours for representatives shall be defined as "regular hours in a duty status per consecutive three (3)-month period excluding overtime." Official time spent by the Chief Steward shall not exceed fifty (50) per cent of the Chief Steward's regular duty hours. Regular duty hours for the Chief Steward shall be defined as "regular hours in a duty status per fiscal year quarter excluding overtime." The President shall be allowed that amount of time which is reasonable necessary, and in the public interest.

Section 11. Representational function means those activities undertaken by AFGE representatives on behalf of other employees pursuant to such employees' right to

representation under statute, regulation, executive order, or the terms of this Agreement. It includes activities initiated by individuals such as representation in grievance actions, EEO complaints, or similar complaint actions as well as those activities initiated for the collective benefit of employees (negotiation of matters that effect conditions of employment, etc.).

ARTICLE 12

TELEPHONE LISTING OF AFGE OFFICERS

Section 1. Telephone listings showing the Officers and Representatives of AFGE shall be contained in the Employer's phone directory. The Employer agrees to publish the extensions of the AFGE office and the Chief Steward in the Quick Reference List of the Employer's telephone directory.

Section 2. In addition to the AFGE office phone, the Chief Steward shall have a phone installed on his desk. The Chief Steward's phone shall not be able to be used for outgoing toll calls.

Section 3. AFGE shall be responsible for the following telephone expenses:

a. Toll calls.

b. Expense incurred with an AFGE requested relocation of the Chief Steward's phone.

* Section 4. The Employer shall not deny access to a telephone to AFGE officers and stewards for use in their representational functions.

ARTICLE 13

OFFICE SPACE

* Section 1. SPCC shall provide approximately six hundred and fifty (650) square feet of office space in Bays A2 and A3 of Building 310 for occupancy no later than 31 July 1990. This space shall be enclosed from floor to ceiling and have a door that locks to provide privacy and security. In addition, SPCC shall provide heat, light, air conditioning and ventilation, necessary maintenance and the furniture for this office space. Current telephone service will be maintained, except that AFGE may install one (1) additional telephone line and telephone number. The Employer shall pay the costs associated with the installation of the one additional telephone line.

Section 2. Should any relocation of the AFGE office be necessary, SPCC shall give AFGE not less than thirty (30) days notice of the definite moving date. The move shall not be rescheduled more than one (1) time. Should the move be rescheduled, SPCC shall give AFGE not less than ten (10) days notice prior to the new moving date. All moves shall be planned so as to prevent the necessity of a temporary location. The location of the space shall be subject to the approval of AFGE.

Section 3. The Employer agrees to provide AFGE not more than three (3) polling places at the time of its bi-annual elections. These polling places shall be located on the Employer's premises at convenient locations (e.g., 311 cafeteria, 09 cafeteria, 407 cafeteria, and 504 class room). The polling places shall be of sufficient size to provide space for one (1) table, one (1) chair and one (1) ballot box.

Section 4. The polling places may be used for one (1) hour before and one (1) hour after the first shift and during lunch period on the day of the election.

Section 5. Each of these polling places may be staffed by no more than two (2) members of the AFGE election committee. AFGE election committee members shall not be on official time while staffing these polling places.

ARTICLE 14

PAYROLL DEDUCTION OF AFGE DUES

Section 1. Bargaining unit members of the AFGE may authorize pay allotments to cover AFGE dues by submitting in triplicate, a signed Standard Form 1187 to the Treasurer or Stewards of AFGE.

Section 2. The AFGE will submit processed SF-1187 forms to the Employer usually not more than once each pay period. The Employer shall date stamp the SF-1187 as soon as it is received in the Labor and Employee Relations Division and payroll deductions of AFGE dues will begin with the first full pay period beginning after receipt of the SF-1187. The first day of the pay period in which dues withholding is effected shall be considered the anniversary date for the cancellation of dues withholding.

Section 3. One (1) copy of the completed SF-1187 will be returned to the AFGE Treasurer and one (1) copy will be returned to the employee by the AFGE.

Section 4. If the amount of regular dues is changed in accordance with its Constitution and By-Laws, the AFGE will certify that amount of change in writing to the Employer. The Employer shall change the amount of withholding on the first full pay period for

which deduction is made after the effective date of the change. The rate of dues withholding may not be changed more than one (1) time in any calendar year.

Section 5. The Employer shall provide the AFGE with a three-part list of each payroll deduction which identifies the AFGE, lists the names of each member who has authorized dues deduction with the employee's organizational code and social security number, and indicates the amount of individual deductions, reasons for any exceptions thereto, and the total amount of dues to be transmitted to AFGE. In addition the Employer shall provide the AFGE a list of all employees who have been dropped from the payroll listing and the reason therefor. No fee will be charged for this service.

Section 6. The Employer will remit the amount shown under Section 5 of this Article to the AFGE not more than three (3) workdays after each bi-weekly pay day. The remittance shall be deposited by the Employer via Direct Deposit to the AFGE Local #1156 account.

Section 7. Bargaining unit employees wishing to stop the pay allotment to cover AFGE dues may do so by completing a Standard Form 1188. The effective dates for the cancellation of AFGE dues deductions shall be

a. the beginning of the first full pay period following 1 September for employees

(1) whose current authorizations for dues deductions were in effect prior to 1 September 1978, and

(2) whose SF-1188 for cancellation of AFGE dues deduction is received by the appropriate payroll office prior to 1 September of the year in which the cancellation is to be effective.

b. the beginning of the first full pay period following the anniversary date of the first dues deduction for employees

(1) whose current authorization for dues deductions began on or after 1 September 1978, and

(2) whose SF-1188 for cancellation of the AFGE dues deductions has been received by the appropriate payroll office prior to the anniversary date in the year in which cancellation is to be effective.

The appropriate Payroll Office will immediately return to AFGE and the employee receipted copies of the SF-1188 indicating the effective date of the cancellation of the dues deduction.

Section 8. The Employer shall discontinue payroll deductions of AFGE dues when the bargaining unit employee ceases to be a member

of the bargaining unit or upon receipt from an employee of official AFGE notification that the employee has been suspended or expelled from the AFGE.

Section 9. The Employer agrees to furnish to AFGE on a monthly basis, a listing of all new employees in the bargaining unit, including the employee's name, organizational code, job title and effective date of the personnel action.

Section 10. The Employer shall furnish to AFGE a monthly listing of all employees being separated from employment with the activity, indicating the employee's name, code and reason for separation.

* Section 11. The Employer shall furnish to AFGE a monthly listing of all employees sequenced by organization code. The listing must include employees name, grade, organization code, series and title.

ARTICLE 15

UNDER DISCUSSION/NEGOTIATION

ARTICLE 16

AFGE MEMBERSHIP ON BOARDS AND COMMITTEES

* Section 1. In those activities where the following Boards and Committees affecting members of the unit have been previously established, the Employer agrees to keep them active during the life of this Agreement. AFGE's participation on these Boards and Committees will be as specified below.

a. Training Committee: One (1) principal AFGE observer and one (1) alternate AFGE observer to be selected from a list of nominees submitted by AFGE president.

b. Equal Employment Opportunity Committee: One (1) principal AFGE member and one (1) alternate AFGE member to be selected from a list of nominees to be submitted by AFGE president.

c. ALMECH Safety Policy Council: AFGE may appoint one (1) principal member and one (1) alternate member chosen at large from the combined bargaining units at Mechanicsburg by the AFGE president.

d. Central Civilian Welfare and Recreational Committee: AFGE may appoint one (1) principal member and one (1) alternate member chosen at large from the combined bargaining units at Mechanicsburg by the AFGE president.

e. Food Services Board: AFGE may appoint one (1) member chosen at large from the combined bargaining units at Mechanicsburg by the AFGE president. In accordance with the By-Laws of the Food Services Board, there will be no alternate members appointed representing either the Employer or AFGE.

f. Energy Conservation Committee: AFGE may appoint one (1) principal AFGE member and one (1) alternate AFGE member chosen at large from the combined bargaining units at Mechanicsburg by the AFGE president.

Section 2. AFGE agrees to consider the Employer's objection to any committee appointee and to replace any representatives who are shown to be unnecessarily disruptive or truant.

Section 3. The Employer shall invite AFGE's participation on any Boards or Committees dealing with personnel policies, practices or conditions of employment which may be established during the life of this Agreement.

Section 4. The Employer shall consider any AFGE request for the formation of any additional Boards or Committees dealing with matters of concern to bargaining unit employees.

ARTICLE 17

AFGE/MANAGEMENT RELATIONS

Section 1. The parties to the Agreement recognize that the public interest requires high standards of employee performance and the continued development of modern and progressive management and work practices.

a. Acknowledging the fact that job security and the enhancement of the quality of working life depend upon the systematic improvement in the efficiency and effectiveness of the Employer's operations, AFGE shall encourage employees to find better and more proficient methods of performing their duties and the Employer shall encourage supervisors and managers to seek more efficient methods and technology for performing the job.

b. Acknowledging the fact that efforts to increase productivity and the efficiency of its operations cannot be undertaken without due concern over the quality of the work environment and the well being of its employees, the Employer shall actively seek and encourage employee participation in those decisions which affect them.

Section 2. The parties recognize that they can accomplish through their cooperation more than either party could achieve through their separate efforts. As a

demonstration of their intentions to work together for their common benefit, the parties shall establish an AFGE/Management Relations Committee at each activity.

Section 3. The AFGE/Management Relations Committee shall be constituted as negotiated by each activity within ninety (90) days of the effective date of the Agreement. The committee will utilize the services of such staff as they determine necessary to carry out their operations.

Section 4. The AFGE/Management Relations Committee shall meet as negotiated in Section 3 for the purpose of considering such matters as will

- a. increase quantity and quality of product or service through improved management and labor practices,
- b. conserve manpower, energy, materials and supplies through improved management and labor practices,
- c. eliminate wasteful or restrictive practices by management and labor,
- d. promote health, safety and welfare of employees,
- e. improve understanding and communications between employees and management; and

f. improve employee morale.

Section 5. The committees will develop their own methods of operation within the following guidelines:

a. Both AFGE and management must recognize that the recommendations growing out of the meetings are advisory.

b. No bargaining shall take place.

c. Individual grievances are not subjects for discussion.

d. Discussions should be constructive and sincere in trying to arrive at mutually satisfactory solutions.

e. Either party shall have the right to invite technical experts to advise the committee.

Section 6. Where mutually satisfactory solutions can be achieved, the AFGE/Management Committee will report its findings and recommendations to the Activity Head.

Section 7. Employees shall be kept informed of the activities of the AFGE/Management Committee through joint releases in appropriate communications media.

ARTICLE 18

DISTRIBUTION OF MATERIAL AND INFORMATION

* Section 1. The Employer shall provide a copy of this Agreement to all employees, current and new hires. The Employer further agrees to bear the cost of printing this Agreement.

* Section 2. The Employer agrees to the purchase and installation of official AFGE Bulletin Boards in accordance with the AFGE's request. The AFGE shall not request more Bulletin Boards than:

9	for	FMSO
17	for	SPCC
5	for	DDMP
1	for	NAVSEA
2	for	NPPSDO
2	for	Union Office

The locations shall be by mutual agreement between the activities and the designated activity vice president.

a. The AFGE Bulletin Board will be located in the same general vicinity as the Official Bulletin Board of the Employer.

b. The AFGE Bulletin Boards shall be approximately 3' x 4'.

c. Only the AFGE may post or remove material on the AFGE Bulletin Board and the AFGE shall be responsible for the contents of

all posted material. The AFGE shall be responsible for the maintenance of the AFGE Bulletin Boards. Maintenance of the AFGE Bulletin Boards will be done by employees while in a non-duty status.

d. The AFGE shall not post material on the Official Bulletin Boards of the Employer.

e. The AFGE Bulletin Board shall be clearly identified as such.

Section 3. The Employer agrees that the AFGE may distribute AFGE material in work areas during non-duty hours (annual leave, before and after work, lunch and break time). In areas where flexible work hours are in effect, the AFGE will distribute material without disturbing working employees.

ARTICLE 19

HOURS OF WORK

Section 1. A period of seven (7) consecutive days, beginning 0001 on Sunday and ending 2400 hours the following Saturday, constitutes an Administrative Workweek. Except for the employees of DDM and NPPSDO, the normal basic work shift shall be 0730 to 1600, from Monday through Friday. The normal basic work shift for the employees of DDM and NPPSDO shall be 0715 to 1545, from Monday through Friday.

Section 2. The first shift shall be the basic work shift, which includes $\frac{1}{2}$ hour non-paid lunch period. Any deviations from the first shift hours shall be decided only after the wishes of the employees have been surveyed, and prior notice given to AFGE. Additional shifts or workweeks shall be established to enable the Employer to fulfill its mission support requirements.

* Section 3. Flexitime shall be continued where currently implemented under the following guidelines:

a. The employees shall begin their workdays between 0630 and 0800 and work eight (8) hours so that the workday will end between 1500 and 1630.

b. Core times shall extend from 0800 to 1130 and 1300 to 1500 during which all employees must be present or on leave.

c. Each employee is accountable for an eight (8) hour day.

d. To the maximum extent possible, every employee, not on shift work, shall be entitled to flexitime privileges.

e. In a disciplinary situation, an employee's flexitime privileges may be revoked only for a serious or deliberate violation of flexitime rules or repeated violations of flexitime rules. Some examples include ignoring sign in/out requirements, signing in/out incorrectly, excessive lunch periods, incorrect entries on sign in/out sheets, etc.

f. Prior to removing an employee from flexitime for disciplinary reasons, the supervisor or any other designated management official shall make a preliminary investigation to assure himself/herself of the facts of the case. If the findings of the investigation indicate that removal from flexitime is warranted, a discussion must be held with the employee if the employee is available and otherwise willing to participate in the discussion. Prior to the discussion, the employee must be informed of the right to have representation by AFGE during the discussion. If after the meeting the management official still determines that removal from flexitime is necessary, the employee will be given a written explanation and five (5) workdays advance notice. Removal from flexitime will be for a reasonable finite period.

g. If the Employer believes that other disciplinary action is warranted for violation of flexitime rules, the Employer shall follow MMINST 12752.1 and Articles 34 and 35 of the Negotiated Agreement.

h. Some employees may be required to work prescribed hours for definite mission reasons, training or travel.

* Section 4. The Employer may establish special shift hours when requested by individual employees for good reasons (e.g., child care, personal, health, education, care of family members) where such requests do not interfere with mission accomplishment and the employee can demonstrate that he or she has exhausted all other possibilities of resolving the issue. Such special shift hours may be terminated by the Employer in accordance with established regulations.

Section 5. Work performed by employees in continuous service type functions shall be for five (5) consecutive days with two (2) consecutive days off outside the basic workweek. Six (6) days should be the maximum number of days within the administrative workweek, worked without a day(s) off except for fire fighters who because of existing twenty-four (24) hour schedules may have an administrative workweek which varies from the normal administrative workweek. Tours of duty shall be posted in the appropriate work area covering a four (4) week period except for all employees who are working a normal basic work shift, as defined in Section 1 of this Article.

* Section 6. The Employer will attempt to notify affected employees of changes in basic workweeks, tours of duty, established shifts or hours of work three (3) weeks in advance, except where it is determined that the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Employer agrees to notify AFGE at the same time that the affected employees are notified and to conduct impact and implementation bargaining if requested by the Union. These requirements do not apply to the assignment of individual employees. The assignment of individual employees will be in accordance with Section 7 of this Article.

Section 7. Shift assignments shall normally be permanent in accordance with applicable regulations. Employees shall be given the opportunity to volunteer for changes in shift assignments before mandatory changes in shift assignments are made. Voluntary changes in shift assignments shall be made on the basis of seniority and mandatory changes in shift assignments shall be made on the basis of inverse seniority. Seniority shall be determined by the service computation date of employees in the same job title, series, and grade and lowest identifiable organizational element as the position to be filled through change in shift assignments.

Section 8. Employees shall be entitled to attend National Guard or Reserve active duty for training in accordance with applicable regulations. The Employee shall be responsible for providing his supervisor with an official copy of his drill schedule a week in advance, so that a mutually acceptable temporary change in his shift can be arranged. This action covers only those areas for which military leave is not provided.

ARTICLE 20

OVERTIME

* Section 1. Employees shall be compensated for work performed in excess of eight (8) hours a day or forty (40) hours a week in accordance with the provisions of the Fair Labor Standards Act (FLSA) or USC Title 5 as appropriate. The Employer shall summarize these provisions for its employees in an employee publication at least quarterly.

Section 2. A monthly summary of overtime worked by each employee, shall be maintained by the Employer and a copy will be provided to AFGE upon request. Where overtime is distributed on a rotational basis, overtime records will be maintained by the supervisor.

Section 3. Employees shall not be denied overtime solely on the basis of leave usage.

* Section 4. The Employer shall not assign overtime as a reward or penalty, but only on the basis of sound management reasons.

Section 5. Except in cases of compelling necessity, the employee shall be released from overtime assignment upon request at the discretion of the Employer.

* Section 6. Before compelling employees to perform mandatory overtime assignments, the Employer shall attempt to assign the overtime to qualified volunteers within the Employer's lowest organizational element in which the overtime assignment is to be performed.

* Section 7. The employee shall be compensated for callback overtime in accordance with provisions of law. These provisions will be published quarterly.

* Section 8. In the assignment of scheduled regular overtime and scheduled irregular overtime, the Employer agrees to provide notice of the proposed assignment prior to the lunch period of the day before the assignment is to be performed. This does not apply in cases of unscheduled irregular or emergency overtime requirements. In those cases, the Employer shall attempt to notify the affected employee(s) whenever possible and practicable prior to the lunch period of the day the assignment is to be performed.

* Section 9. The employer shall consider establishing additional position(s) if the amount of overtime worked in a particular occupation is such that additional employee(s) may profitably be continuously employed on a full time basis.

* Section 10. Employees in training or on details shall be considered for overtime in their sections on an equal basis with all other employees.

Section 11. Employees working overtime after the end of a regular work shift, shall not be required to take non-pay breaks prior to starting the overtime assignment.

Section 12. An employee directed by the Employer to report to a designated location prior to the scheduled start of his shift, shall be paid overtime or granted compensatory time, as appropriate. An employee shall not be required to take time off during regular shift hours in his regular work shift, in order to compensate or offset overtime hours worked.

* Section 13. Cancellation of scheduled overtime shall only be for sound management reasons.

Section 14. During overtime assignments which extend the workday in excess of 2½ hours, employees shall be allowed up to ten (10) minutes of official time to obtain food and eat while on duty.

Section 15. Employees shall not be required to be "on-call" unless they are reimbursed, when appropriate, according to Federal law, rule and regulation. The Employer shall inform employees of the conditions under which they will be paid for being in "on-call" status. The Employer shall inform employees in writing when their positions routinely require "callback" duties.

* Section 16. Employees with health deficiencies, or where health or well-being would be jeopardized by overtime work, shall be excused from overtime assignments upon presentation of acceptable medical evidence which indicates that such is the case. Acceptable medical evidence or documentation of a medical condition shall be as described in the Employer's instruction on Medical Determinations Related to Employability.

* Section 17. When bargaining unit employees are required to act in a supervisory capacity in overtime situations, the Employer shall clearly establish the limits of that employee's authority and responsibility.

* Section 18. Management agrees to make a reasonable effort consistent with workload and increased costs to limit overtime on the evening of the second Tuesday of each month, when AFGE meetings are held. The AFGE shall give thirty (30) days advance notice of any permanent change to the day of the meeting.

ARTICLE 21

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. When AFGE considers that a local work situation warrants coverage under payable categories of Appendix J, FPM Supplement 532-1, Subchapter 8-7, it will notify the Employer of the title, location and nature of the hazard believed to justify payment of environmental differential. Within five (5) workdays of receipt of AFGE's position, the parties shall meet for the purpose of consultation on the issue.

Section 2. When the Employer determines that a local work situation is such that it is regular and recurring within the intended coverage of a payable category of Appendix J, FPM Supplement 532-1, Subchapter 8-7, it will notify AFGE of the title, location, and nature of the hazard justifying payment of environmental differential. Within five (5) working days of receipt of the Employer's position the parties shall meet for the purpose of consulting on the issue.

Section 3. When AFGE or the Employer determines that there is a need to establish additional percentages or categories to Appendix J of FPM Supplement 532-1, Subchapter 8-7, for which environmental differential should be paid, it will notify the other party of such proposed changes. Within five (5) workdays of receipt of the

proposal, the parties shall meet for the purpose of obtaining the view of the other party regarding the establishment of such percentages or categories. The request will incorporate the views of both parties when referred to the Office of Personnel Management (OPM) by AFGE or when referred to the Office of Civilian Personnel (OCPM) or Defense Logistics Agency Headquarters (DLAH) by the Employer.

Section 4. All disputes over the interpretation and application of the Article shall be processed under the negotiated grievance procedure.

ARTICLE 22

CAREER DEVELOPMENT PROGRAMS

Section 1. The Employer agrees to give consideration to internal registers before making final selections for career field entry positions at the level of GS-5 and above in the following career fields:

- Supply Group, 2000 series
- Computer Specialist, 334 series
- Contract and Procurement, 1102 series
- Equipment Specialist, 1670 series

Section 2. Upon entry into a Career Development Program, the trainee shall be advised of pertinent aspects of the program and what is expected at each level. Training plans will normally be prepared within thirty (30) days following entry into a training program. Within forty-five (45) days of entry into the training program, trainees shall be given a copy of their training plan by the Employer. The Employer shall explain the plan and program administration to the trainee at the time of each periodic evaluation. Application of the training plan will begin with the trainee's entry into the career development position and the time will be credited toward completion of training requirements.

* Section 3. The training listed in the career development training plan is the responsibility of the Employer. Where the Employer has not provided training listed in the career development plan, training require-

ment(s) shall not be the sole factor for the denial of a non-competitive promotion. The Employer may waive specific requirements after the employee enters the plan. It is the responsibility of the trainee to successfully complete the training provided.

Section 4. The supervisor shall prepare a progress record for each trainee not less than five (5) days prior to the end of the reporting period. He/She shall discuss the report with the trainee who will acknowledge the discussion by signing the progress record and making his/her own comments.

* Section 5. It is the responsibility of the supervisor to submit the required documents to the Consolidated Civilian Personnel Office (CCPO) thirty (30) calendar days prior to the date he or she determines the trainee will satisfactorily complete the requirements of the training plan in order to ensure that trainees who meet all time-in-grade, qualification, statutory, and regulatory requirements shall be promoted on the trainee's anniversary date (retroactively, if in accordance with law, rule and regulation).

Section 6. When significant deficiencies in trainee performance are noted, which will impair satisfactory completion of training plan requirements, the supervisor and Training Division shall promptly develop a remedial training plan. This plan must be in writing and must be discussed with the trainee before implementation. The employee may have AFGE representation at this

discussion. The remedial plan shall include

a. a statement showing specifically how the trainee's performance has been deficient;

b. a description of the assistance the trainee shall receive to correct the deficiencies;

c. a minimum of thirty (30) days for meeting the requirements of the remedial plan; and

d. a notification that failure to achieve a satisfactory performance level within the specific time limits will, subject to the discretion of the Employer, result in one of the following actions:

(1) a thirty (30) day extension of remedial training,

(2) reassignment to a position in another Career Development Program,

(3) reassignment to a previously held job in Federal service or to a position for which the trainee is qualified, or

(4) separation from the Federal service.

Section 7. The employee's training plan shall be suspended upon implementation of the remedial plan and shall be resumed upon satisfactory completion or removal of the specified deficiencies within the specified time period.

ARTICLE 23

CAREER OPPORTUNITIES

Section 1. To attract and retain competent civilian personnel at all levels of the Employer's organizational structure, the Employer shall take into consideration the need to provide bargaining unit employees sound career opportunities including the opportunity to rise to key positions.

Section 2. Bargaining unit employees shall be considered for assignment to management positions when the specialist skills required are usually found among employees in the bargaining unit and continuity of experience is essential and can be provided by bargaining unit employees. Proper civilian career opportunities shall be considered essential in making these determinations.

ARTICLE 24

EQUAL OPPORTUNITY

Section 1. The Employer and AFGE agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, religion, color, non-disqualifying physical or mental handicap, or national origin, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. Each party agrees to advise the other of equal opportunity problems of a general nature of which they are aware. The Employer and the AFGE will jointly seek solutions to such problems.

* Section 3. The Employer shall ensure that all employees are made aware of opportunities to volunteer for EEO Counselor positions, activity and G/D/D/O level EEO Committee positions, and EEO projects. AFGE shall have one (1) representative on activity-level EEO Committees.

* Section 4. All EEO Committees at the G/D/D/O level shall have one (1) principal AFGE representative and one (1) alternate. The AFGE principal representative will have the same opportunity as other EEO Committee members to serve on subcommittees.

Section 5. The Employer agrees to make reasonable accommodation for severely handicapped employees with respect to the accessibility of merit promotion interviews, training and examination facilities, transportation and the work site. It is recognized that the Employer and AFGE have a mutual responsibility for identifying the need for adjustments to the job/work environment.

Section 6. The Employer shall provide the appropriate assistive devices to enable severely handicapped employees to perform assigned duties.

ARTICLE 25

CONTRACTING OUT

Section 1. The Employer agrees that work or services presently performed by employees in the bargaining unit, shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, private contractor, or non-unit employees unless the AFGE is notified either at the time of solicitation by the Employer or upon positive consideration of a contractor's unsolicited proposal by the Employer's representative.

Section 2. It is agreed that the contracted for items or services will be provided without the need of review or assistance by members of this bargaining unit unless directed by appropriate supervision.

Section 3. All employee time spent with contractors shall be reported by job order and/or accounting number assigned for that purpose.

* Section 4. The Employer shall provide the AFGE, without charge, the inventory of Commerical Activities affecting the bargaining unit whenever such an inventory is made in accordance with the Office of Management and Budget (OMB) directive, agency directives/circulars, law or regulation, and/or by request of Members of Congress or Congressional Committee.

* Section 5. The Employer shall notify the AFGE in writing as soon as permissible and practicable that a contracting study is under way upon the initiation of a cost comparison study affecting conditions of employment. The Employer will provide the AFGE, without charge, whenever permissible under OMB Circular A-76 all documents generated by the study as they are produced.

* Section 6. The initiation of a "Cost Comparison Study" referred to in Section 5 above shall mean the date of receipt of the order or directive to perform the study.

* Section 7. The Employer agrees to allow the AFGE the applicable maximum prescribed period of time under OMB Circular A-76 within which to file an appeal in the event a decision to contract out is made.

* Section 8. When the Employer determines that bargaining unit work will be contracted out, the AFGE shall be provided the opportunity to negotiate, to the maximum extent allowable under law, the procedures which management officials of the Employer will observe in implementing arrangements for employees adversely affected by contracting out determinations.

ARTICLE 26

REDUCTION IN FORCE

Section 1. Because of changes in mission, lack of funds, reorganization, decrease in work, or the necessity to place a returning employee with employment rights, the Employer shall have the right to lay off, furlough for more than thirty (30) days, reassign or demote employees in affected competitive levels. These actions shall comply with rules and regulations of the Office of Personnel Management (OPM) and the employing agency covering reduction in force.

Section 2. In order to ease the impact on the employees concerned, the Employer shall plan in advance for changes in missions, reorganizations, reduction in force, etc., and keep AFGE fully informed at all times about such matters, including the reasons for such changes.

Section 3. As soon as the Employer knows what positions will be involved in a reduction in force, the Employer shall notify the AFGE in writing of these positions and shall not fill vacant positions which could be utilized in the reduction in force until specific notices are issued.

* Section 4. The following general summary of 5 CFR 351 covering reduction in force in the Federal service is provided for information purposes only. Nothing in the language

of this section is intended to delete from, add, or change the provisions of these regulations which are issued by OPM and are subject to change without notice to, or negotiation with, the AFGE. The language of this section is not intended to be nor shall be construed as modification, commentary or interpretation of 5 CFR 351 and only the exact language of those regulations shall be used in resolution of disputes involving their application. The mere fact that these regulations are summarized in this Agreement shall not prevent the Employer from implementing any subsequent changes.

* Section 5. Retention standing of employees in a competitive level shall be determined on the basis of tenure group and within each tenure group by sub-group and within each sub-group by years of service augmented by credit for job performance.

* Section 6. Competitive service tenure groups are as follows:

a. Group I includes each career employee who is not serving a probationary period.

b. Group II includes each career-conditional employee and each employee serving a probationary period.

c. Group III includes each employee serving under indefinite appointment, temporary appointment pending establishment of a register (TAPER), term appointment,

status quo appointment, and any other non-status, non-temporary appointment.

* Section 7. Excepted service tenure groups are as follows:

a. Group I includes each permanent employee whose appointment carries no restriction or condition such as conditional, indefinite, specific time limit, or trial period.

b. Group II includes each permanent employee serving a trail period.

c. Group III includes each employee whose tenure is indefinite (i.e., without specific time limit) but not actually or potentially permanent; or whose appointment has a specific time limit of more than one (1) year; or who is currently under a temporary appointment limited to one (1) year but has completed one (1) year of current continuous service.

* Section 8. Within each of the above competitive and excepted service tenure groups on a retention register, employees are listed by veteran preference subgroup. These subgroups are the same for both the competitive and excepted service. The subgroups are as follows:

a. Sub-group AD includes each preference eligible employee who has a compensable service-connected disability of thirty (30) percent or more.

b. Sub-group A includes each preference eligible employee who is not in sub-group AD.

c. Sub-group B includes employees not eligible for veterans preference.

* Section 9. Length of service shall include additional service credit for performance based on the employee's average (rounded to the next higher whole number) of the last three (3) performance ratings of record received within the three (3) year period prior to the date of issuance of specific reduction in force notices as follows:

a. Twenty (20) additional years of service for each annual performance rating of outstanding or equivalent.

b. Sixteen (16) additional years of service for each performance rating of record of exceeds fully successful or equivalent.

c. Twelve (12) additional years of service for each performance rating of record of fully successful or equivalent.

d. No additional service credit is given for performance ratings of record of below fully successful or equivalent.

If an employee had more than three (3) performance ratings of record during the three (3) year period, the three (3) most recent ratings of record are used. A performance rating of record received prior to the three

(3) year period cannot be used. If an employee has not received three (3) performance ratings of record during the three (3) year period, credit is given for a sufficient number of assumed ratings of fully successful to bring the employee's ratings up to three (3).

* Section 10. When reduction in force requires the release of one (1) or more competing employees from a competitive level, all employees in Group III shall be selected for release before employees in Group I or Group II, and all employees in Group II before any employees in Group I. In each group, employees in Sub-group B shall be selected for release before any employees in Sub-group A or AD. Employees in Sub-group A shall be selected for release before any employee in Sub-group AD. In each sub-group, employees shall be selected in order of their service computation date (SCD) for reduction in force beginning with the most recent service.

Section 11. Exceptions to the above retention order shall be given to employees restored to their positions after military service or to employees reached for release from their competitive levels when none of the higher standing employees who are reached can take over their duties within ninety (90) days and without undue interruption to the Employer. The reasons for these exceptions from the regular order of selection shall be recorded on the retention register and shall be made available for inspection by all employees.

* Section 12. An employee in Group I, II and III who is released from his or her competitive level has a right to be assigned to a position in another competitive level if a position exists for which the released employee qualifies, the position is held by a lower standing employee and the position is within the grade range authorized for reduction in force placement. Under these circumstances the employee shall be offered the position of the lower standing employee or another position at the same representative rate before being separated or furloughed. When an equal or better offer cannot be made, the assignment rights of employees in Group I, II and III shall be satisfied by either:

* a. Bumping. Displacing an employee in a lower subgroup from his/her position when the position is no more than three (3) grades, or three (3) grade-intervals (or equivalent) below the position from which released, or

* b. Retreating. Displacing an employee who occupies a position previously held, or essentially identical to one (1) previously held, when the employee is a lower-standing employee in the same subgroup and the position is at the same grade or no more than three (3) grades, or three (3) grade-intervals (or equivalent) below the position from which released. The position may be up to five (5) grades, or five (5) grade-intervals (or equivalent) below the position from which released, if the employee is a 30% service-connected disabled veteran.

* Section 13. Employees released from their competitive levels through reduction in force procedures are entitled to a written notice at least thirty (30) calendar days before the effective date of such action. If the agency decides to take an action more severe than first specified, the employee is entitled to a new written notice of that action at least thirty (30) full days before the effective date.

Section 14. Employees may appeal their release from their competitive levels to the Merit Systems Protection Board (MSPB) during the period beginning with the effective date of the action until twenty (20) calendar days after the effective date of the action. Reduction in force appeals may be based upon the following grounds:

a. Retention of an employee in a lower sub-group in a position for which the appellant considers himself or herself to be qualified.

b. Insufficient advance notice given to the appellant.

c. Inadequate or no reasons given the appellant for exceptions to regulations.

d. Denial of the right of the appellant to examine regulations or to inspect the retention registers and related records.

e. Excessively narrow competitive area.

f. Excessive restriction of appellant's competitive level.

g. Improper tenure grouping of the appellant.

h. Violation of appellant's veteran's preference rights.

i. Error in establishing appellant's service computation date.

j. Failure to make the appellant a reasonable offer of reassignment or change to lower grade.

k. Improper determination of appellant's physical fitness for a position change.

l. Improper placement of the appellant on leave without pay during the notice period.

m. Failure of the Employer to comply with its own administrative regulations covering reductions in force.

* Section 15. In the event of a reduction in force the Employer shall negotiate with AFGE regarding the implementation of training and priority placement programs established under Section 5364(2) and (3) of the Civil Service Reform Act and be totally responsible for the costs of such programs.

Section 16. The Employer agrees to provide the employee with individual counselling, during which the employee may be represented by AFGE.

ARTICLE 27

REASSIGNMENT

Section 1. For the purposes of this Article, a reassignment is the change of an employee from one (1) position to another position of the same grade regardless of title and series.

Section 2. Excluded from the provisions of this Article are those reassignments made

- a. under reduction in force procedures or major reorganization,
- b. under merit promotion procedures,
- c. under adverse action procedures,
- d. as the resolution of an individual grievance,
- e. as a result of a classification action,
- f. for medical disqualification by the Employer's physician,
- g. for training purposes, and
- h. at the request of an employee that is acted upon favorably by management.

* Section 3. Prior to effecting the involuntary reassignment of an employee to a vacant position, the Employer shall post a written notice within the major organizational element informing eligible and qualified employees of the opportunity to volunteer to be considered for the reassignment to the vacant position. For purposes of this contract provision, "major organizational element" means the organizational element immediately below the Commanding Officer/ Executive Officer, Commander/Deputy Commander, or Officer-In-Charge level. In FMSO, SPCC and NSLC, this shall be the two-digit codes; i.e., 94, 95, 03, 05, 40, 50 etc. In DDMP, this shall be the one-character codes; i.e., T, C, W, etc. In NPPSDO, this shall be activity-wide.

Section 4. Upon reassignment each employee shall be provided with a legible copy of his job description within fifteen (15) calendar days.

* Section 5. Whenever the Employer requires official on-the-job training as the result of mission changes, modification of work methods, or change of duties, the Employer shall bear all the associated costs. Such training, as distinguished from training for which the employee voluntarily applies, shall be done during the normal workday whenever possible. Self-training programs during non-working hours may be encouraged, but will not be required, by the Employer.

* Section 6. A bargaining unit employee who is dissatisfied with his current assignment shall have the right to request and be considered for reassignment. The Consolidated Civilian Personnel Office (CCPO) shall provide information on vacant positions, reassignment procedures, and officials to be contacted.

ARTICLE 28

REORGANIZATION

* Section 1. All reorganizations which may impact bargaining unit employees conducted by the Employer shall be processed in accordance with this Article. Management shall notify AFGE of these reorganizations prior to implementation.

* Section 2. When an employee formally requests relief from a reassignment to another position involving a significantly different line of duties, the Employer shall post a written notice informing employees in the affected employee's G/D/O that eligible and qualified employees will be considered for reassignment to the vacant position(s). After considering any volunteers the Employer retains the right to reassign the affected employee.

* Section 3. All personnel actions shall be taken in accordance with governing personnel rules, regulations and existing agreements. The Employer shall give copies of Position Descriptions to affected bargaining unit employees as soon as practical.

* Section 4. For reorganizations that involve a change in floor plan, or a physical move, the Employer shall follow the provisions of Article 52, Section 8 in notifying AFGE and the affected employees of the relocation.

* Section 5. The Employer agrees to comply with all of the physical habitability requirements listed in Article 52, Section 8 when effecting a physical relocation.

* Section 6. Adequate parking shall be provided as close to the worksite as possible.

* Section 7. The Employer agrees to notify the AFGE of all subsequent changes to reorganization plans as soon as they occur. The Employer agrees to consider all recommendations for revisions to the reorganization plans by AFGE prior to implementation.

ARTICLE 29

DETAILS

Section 1. A detail is a temporary assignment of an employee to a different position or set of duties for a specified period of time.

Section 2. Details shall only be used for meeting temporary needs of an organization. Details in excess of thirty (30) calendar days shall be in writing. A continuing effort shall be made to secure necessary services through the use of appropriate personnel actions.

Section 3. No detail shall be made which will compromise the open-competitive principles of the merit system or the principles of job evaluation.

Section 4. Except for brief periods, an employee should not be detailed to perform the work of a higher grade level unless there is a compelling reason for doing so. Normally, an employee should be given a temporary promotion instead.

* Section 5. If otherwise qualified, employees whose details to higher graded positions either extend beyond or accrue more than thirty (30) calendar days in any one calendar year shall receive a temporary promotion to the appropriate grade effective the 31st calendar day of the detail or as soon as they become eligible, whichever is later.

Section 6. Details to positions of the same or lower grade shall be limited to a maximum initial period of one hundred twenty (120) calendar days in accordance with current Office of Personnel Management (OPM) regulations. Extensions in one hundred twenty (120) calendar day increments, are permitted also in accordance with current OPM regulations.

* Section 7. When employees are detailed to other positions or sets of duties they shall either be relieved from performing the duties of their former position or shall receive a new set of duties which should be a prioritized combination of the new position and the former position and new Performance Standards commensurate with the new set of duties. The annual performance rating must consider these new standards for whatever period of time they are in effect and consider the effect that the new/additional duties have had on all other standards being applied for the rating period.

ARTICLE 30

REVIEW OF POSITION DESCRIPTIONS

Section 1. The Employer agrees that unit employees are entitled to a copy of their job/position descriptions and agrees further that an employee shall be furnished a copy of his/her position description.

Section 2. An employee of the unit who believes that his/her position is improperly classified will first meet with his/her supervisor for the purpose of reviewing the position description for any alleged inaccuracy. A meeting may also be arranged for the employee by the supervisor, as necessary, with appropriate representatives of the Consolidated Civilian Personnel Office (CCPO) in an effort to resolve the employee's dissatisfaction, informally. In the event the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, he/she will be informed by the supervisor of the appeal rights available under the classification appeal procedures. An employee is entitled, upon the employee's request, to be accompanied by an AFGE representative in discussing these matters and in reviewing the Civil Service Classification Standards pertinent to his/her position.

Section 3. At the time a unit employee's position is being reviewed under the maintenance review system, the employee shall be notified by the supervisor, that his/her position is being reviewed and the employee may participate in the review through discussion with the supervisor.

Section 4. When CCPO notifies a supervisor that an employee's position description requires a change, the supervisor shall forward an updated position description to CCPO as soon as possible. A copy of the updated position description shall be given to the employee.

ARTICLE 31

PERFORMANCE APPRAISALS

* Section 1. The provisions of MMMI 12430.5, Performance Appraisal Review System, shall apply except that the provisions found in this Article shall take precedence over the provisions of the instruction.

Section 2. Employee's annual performance ratings shall be the result of the application of standards of performance to appropriate elements of a position. The application of performance standards to bargaining unit employees shall be fair, objective, equitable, attainable, valid, reliable and job related. Where performance measurement is to be a factor in any personnel action, this appraisal system shall be the sole procedure for measuring performance of bargaining unit employees.

* Section 3. Definitions.

a. Performance Appraisal System: A system which provides for the identification of critical performance elements, establishment of performance standards, communication of standards of performance appraisal methods and procedures, and provides for the appropriate use of appraisal information in making personnel decisions.

b. Performance: The accomplishment of assigned duties and responsibilities by an employee.

c. Critical Performance Element: A component of a position consisting of one or more duties and responsibilities which contribute(s) toward the accomplishment of organizational goals and objectives, and which is of such importance that unacceptable performance of the element would result in unacceptable performance in the position.

d. Performance Standards: Statements of the expectations or requirements established by management for a critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

e. Performance Appraisal: Comparison under the appraisal system of an employee's performance of duties and responsibilities against the performance standards established for that employee.

f. First Level Supervisor: The management official responsible for preparing performance plans, conducting progress reviews, proposing final ratings of record and recommending performance awards/QSIs.

g. Second Level Supervisor: The management official responsible for approving performance plans and reviewing/modifying/recommending ratings of record and performance awards/QSIs.

h. Activity Head Designee: The management official responsible for approving ratings of record and performance awards/QSIs.

i. Progress Review: Review of the employee's work progress during the appraisal period. It involves discussion between the supervisor and employee regarding how well the employee is achieving the established performance standards.

j. Performance Appraisal Form, SPCC 12430/13: The form used to record critical performance elements, performance standards, supervisor/employee comments regarding performance, and the final evaluation of the employee's performance as measured against established elements and standards.

Section 4. Before the beginning of an employee's appraisal period, critical performance elements must be identified in writing. They must be consistent with the duties and responsibilities of the applicable position. Upon the request of an employee, the Employer shall consider including in the employee's position description any major component (i.e., duty, task, requirement,

responsibility, objective) which is identified as a performance element on which the employee's performance is to be evaluated.

* Section 5. The Employer shall provide information for new employees on the Performance Appraisal Review System. If the Employer provides training on the Performance Appraisal Review System, such training shall include information concerning benefits and adverse actions resulting from the application of the performance appraisal system.

* Section 6. Employee Participation In The Development of Performance Elements and Standards.

a. Employees will be provided an opportunity to participate in the development of performance plans. This may be accomplished by means including, but not limited to:

(1) Employee and supervisor discussing and developing the performance plan together;

(2) Employee or a group of employees providing a draft plan to the supervisor; or

(3) Employee commenting on draft plan prepared by the supervisor.

As a minimum, each employee will be provided an opportunity to comment on his/her proposed performance plan before the plan is

officially established by supervisory signature. Supervisors should consider employee comments before finalizing/establishing the plan, but in all cases retain full authority and responsibility for determining the content of the finalized/established plan.

b. Each employee, regardless of their job title or grade, shall be eligible to receive an outstanding summary rating as described in Section 7.

* Section 7. Performance Ratings.

a. Employee performance ratings shall be a result of application of performance standards to the employee's performance elements. The employee shall be rated only on these standards.

b. The employee's summary performance rating levels shall be assigned in accordance with Federal law and regulation.

c. Performance Appraisal Discussion Before Approval of Annual Rating of Record:
First-level supervisors must conduct a general performance appraisal discussion with each AFGE bargaining unit employee prior to submitting the proposed ratings of record to the second-level supervisors. This discussion is held to insure that both the supervisor and the employee have an opportunity to discuss the employee's performance before the supervisor submits

the proposed ratings for higher level review/ approval, and to provide the employee with a general understanding of how the performance plan has been applied to his/her performance prior to the official establishment of his/her plan for the following year. At no time during this or any other discussion may the supervisor communicate specific element or summary rating levels to an employee when such levels have been specifically developed to obtain a rating of record until the employee's rating of record has been approved by the activity head/activity head designee.

d. Performance Appraisal Discussion Upon Receipt of Annual Rating of Record:

Upon receipt of the approved rating and prior to employee signature, the first level supervisor shall, upon the employee's request, conduct a discussion of the final approved rating of record. The supervisor should be prepared to explain the basis for the final rating of record.

Section 8. Relationship between Performance Appraisal and Personnel Actions.

a. Awards: The performance rating shall be the only measure of performance used in determining performance awards and quality step increases.

b. Periodic Within-Grade Increases:
The performance rating shall be the only factor used in granting or denying within-grade increases. Procedures for the denial of within-grade salary increases are contained in Article 33 of this Agreement.

c. Promotions: The performance rating shall be one (1) factor for evaluating employees for promotion. A summary fully successful performance rating on established performance elements at any grade level shall satisfy all performance requirements for non-competitive promotion to the next higher grade level. Performance ratings shall be used as agreed upon in Article 32 of this Agreement as one factor in the rating of candidates for competitive promotions.

d. Other Personnel Actions: Where the evaluation of performance is a factor in any personnel action the performance rating shall be used as the sole measurement of that performance.

* Section 9. Procedures for Applying Performance Appraisal System.

a. The Employer shall make a reasonable effort to insure that bargaining unit members are rated by an official knowledgeable of the employee's work. In those cases where the Employer decides that the first level supervisor will not evaluate the employee's

performance under the Performance Appraisal Review System, AFGE upon request will be provided the reason(s) for this change and I&I negotiations may be requested. The Employer will comply with the laws, rules and regulations that prohibit or otherwise govern the supervision of employees by contractors.

b. At the beginning of each employee's appraisal period, a copy of the appraisal form shall be given to each employee. Each employee's appraisal period will begin upon receipt of the approved plan. The form shall show the performance elements on which the employee is being rated and the corresponding performance standards. At the employee's request, the employee shall be given an explanation of each of the summary ratings and how they shall be applied. If elements or standards are changed during the rating period, an employee must have served a minimum of ninety (90) days to be rated on the new elements or standards, and the constrained time period shall be used as a mitigating factor when determining such ratings.

c. Progress reviews shall take place at least once during the appraisal period, normally at mid-cycle. Bargaining unit employees shall be kept apprised of their performance. Frequent progress reviews and ongoing feedback of employee performance are encouraged.

(1) Progress Review Documentation.

First-level supervisors should document the results of each AFGE bargaining unit employee's progress review by writing the date of the review and the element rating level resulting from the review in Block 7 of SPCC 12430/13, Part II for each critical element. Supervisors may make additional written comments concerning the review if they so desire.

(2) The employee may make written comments in response to any progress review. A copy of the employee's response shall be placed in the appraiser's file on that employee.

(3) If during a progress review, or at any time during the appraisal year, a bargaining unit employee's performance falls to the "MS" level, the Employer shall provide ongoing assistance in the form of formal training, on the job training, counseling, close supervision and/or other appropriate means which shall be continued until the employee's performance improves.

(4) Performance Improvement Plan. If during a progress review, or at any time during the appraisal year, an AFGE bargaining unit employee's performance falls below "MS", the first level supervisor shall develop a performance improvement plan which shall be in writing and include whatever requirements

are necessary to bring the employee's performance up to a "FS" or higher level. The plan shall contain provisions for counseling, training and setting specific short-term actions to be accomplished within a set time limit of ninety (90) calendar days before initiating an adverse action against the employee. The employee must be given adequate opportunity and positive assistance from the first level supervisor to improve his/her performance before the final rating is made. The ninety (90) calendar day time period may be extended at the supervisor's discretion.

(5) The Employer's evaluations shall consider factors beyond the control of the employee which may have prevented an employee from achieving a specific performance level.

d. At the employees' request, the Employer shall provide an explanation of what is considered a significant contribution to the organization's mission and examples of how the employee might satisfy the requirements for a summary rating of "0".

Section 10. Unacceptable Performance.
If remedial action for unacceptable performance is necessary, any of the following actions may be taken:

a. Providing additional work experience or training.

b. Reassignment to another appropriate position at the same grade level.

c. Demotion.

d. Removal or termination.

Section 11. Representation.

If a performance rating results in an adverse action, the employee shall be entitled to AFGE representation.

* Section 12. Grievances.

a. Performance standards, to the extent that they are not in compliance with law, rule, regulation or this Negotiated Agreement, are grievable under the negotiated grievance procedure.

b. Annual ratings of record and close-out ratings are grievable through the negotiated grievance procedure.

c. Misapplication of performance standards may be grieved by bargaining unit employees at any time during the rating cycle through the negotiated grievance procedure.

d. Progress reviews are not grievable.

ARTICLE 32

PROMOTIONS

* Section 1. The provisions of MMINST 12335.1D, Merit Promotion Program, shall apply except that provisions found in this Article shall take precedence over the provisions of the instruction when the Employer is filling positions within the bargaining unit. .

Section 2. The Employer shall consider using existing merit promotion registers before making final decisions on filling vacant positions in some other manner.

Section 3. An employee may apply for promotion any time there is an appropriate announcement. In the case of an open continuous register, any eligible employee may apply at any time. Registers shall be updated at least every six (6) months.

* Section 4. The Employer shall accept late applications for promotion when an applicant was on an authorized absence during the three (3) full workdays prior to a deadline for the receipt of applications. The late application must be submitted within three (3) workdays after the applicant returns to duty. The Employer shall not consider a late application for a position where a merit promotion certificate has been issued.

* Section 5. The Employer shall normally post job opportunity announcements appropriate to the area of consideration on official bulletin boards no less than two (2) weeks prior to the closing date of the announcement. The Employer shall make reasonable efforts to ensure the job opportunity announcements remain posted during the term of the announcement. The Employer shall also distribute job opportunity announcements for circulation among employees at the same time as they are posted on bulletin boards. During extended absences on leave and TDY, employees may request supervisors to forward to them copies of job opportunity announcements for vacancies in specific job series and grades for which they are eligible.

* Section 6. Job Opportunity Announcements shall contain the following information:

- a. The area of consideration.
- b. Typical duties of the position(s) to be filled.
- c. Qualifications and selective factors required.
- d. Evaluation methods to be used, including reference to the local Merit Promotion Instruction that contains the crediting plans. Published crediting plans shall be made available for review by applicants upon request.

e. What candidates must do in order to apply.

f. Normally, promotions within the same or related job series will not include KSAs unless there are special criteria, such as those for upward mobility and some trainee positions.

Section 7. The Employer shall notify AFGE prior to implementing changes in minimum eligibility requirements issued by the U.S. Office of Personnel Management or other appropriate higher authority which require the cancellation and re-issuance of a job opportunity announcement or re-evaluation of candidates on an existing register.

* Section 8. Selecting officials may request referral of candidates with special knowledges, skills or abilities (selective factors). The selective factors must be job related and the requirement must be reflected in the official description of the position. Upon request, the Employer shall make available for review by AFGE, the documentation including the justification provided to CCPO regarding the establishment of selective factors.

Section 9. The Employer shall not tailor selective factors to enhance the promotion chances of a particular individual competing under the Merit Promotion Program.

* Section 10. Normally the Employer shall not establish merit promotion registers or fill positions from one time job opportunity announcements where there are existing open continuous registers for positions of the same title, series and grade. The Employer shall establish and maintain open continuous registers to cover the maximum number of positions possible.

* Section 11. The Employer shall inform the AFGE whenever it is necessary to cancel a merit promotion certificate prior to selection. Upon request, the Employer shall provide the AFGE the reason the merit promotion certificate was cancelled. If a certificate has been issued, the Employer shall notify each employee on the certificate in writing of his/her non-selection, or that the promotion action has been cancelled. If the Employer cancels a recruitment which caused a job opportunity announcement to be published, the Employer shall issue an announcement that the promotion action has been cancelled.

Section 12. Where formal or written tests are used in determining eligibility, qualifications, aptitude, and other similar matters, AFGE shall upon request have the right to review and challenge the validity of such tests provided such review and challenge is permitted under applicable laws, rules and regulations.

Section 13. All employees shall be notified promptly of the results of their tests and written examinations in connection with merit promotion. They shall not be required to retake tests or examinations which they have passed, although they may elect to do so.

* Section 14. Ratings of job applicants shall be objective and based upon a combination of work experience, the last three (3) performance ratings of record, awards received within the past five (5) years, and education/training. The specific point values used shall be contained in the crediting plans which shall be an enclosure to MMINST 12335.1D.

* Section 15. The use of ranking panels is not required. A Personnel Staffing Specialist or Assistant shall normally rate all applicants for a job vacancy. A subject matter expert may assist in the rating process when the Personnel Staffing Specialist or Assistant does not feel qualified, due to technical considerations of the vacancy, to rate the applicants himself/herself. Upon request, an applicant will be given the opportunity to meet with the rater for an explanation of the applicant's rating.

Section 16. The Employer shall maintain records in connection with all merit promotion actions.

* Section 17. Normally, the fifteen (15) best qualified (top ranked) merit promotion candidates will be certified for selection for one (1) vacancy. One (1) additional candidate will be referred for each additional vacancy if more than one (1) position is to be filled from the merit promotion certificate. If there are tie scores for the last position on the merit promotion certificate (based on the number of vacancies) all candidates with tie scores shall be included on the certificate. The candidates shall be listed in alphabetical order in the certificate. The scores of individual candidates shall not be provided on the certificate but the lowest (cut-off) score shall be provided.

* Section 18. The Employer shall make available to employees, upon request, the following information in connection with merit promotion which will neither compromise the evaluation process nor invade the privacy of others:

a. Information about the merit promotion process in vacancy announcements, merit promotion plans and other Employer publications.

b. Information after the promotion action is completed as follows:

1. Whether or not they were found to be eligible.

2. Whether or not they were in the group from which selection was made.

3. Who was selected.

4. In what areas, if any, they can improve to increase their chances for future selection.

5. Their own rating/scores on the evaluation factors and any comments, either general in nature or concerning the individual in question, contained in the Merit Promotion file.

6. Their written test scores (if utilized).

* Section 19. An applicant who is a grievant or complainant and/or the applicant's representative is entitled to see additional information providing it is relevant to the issue(s). They may be shown such information in advance of filing a grievance or complaint if the Employer believes it might assist in the informal resolution of the matter. However, due to the Privacy Act, all personal identifying information must be obliterated first. If it is not possible to completely sanitize the records of other applicants so that there will be no invasion of privacy, a narrative statement of the information may be provided instead. An employee who has filed a grievance or complaint is entitled to all

relevant material, sanitized as necessary to protect the privacy of others and the integrity of the evaluation process, used to rate and rank the other applicants.

Section 20. Disputes involving the interpretation and application of the merit promotion program shall be processed through the negotiated grievance procedure. Employees may not grieve their non-selection from among a group of properly ranked and certified candidates.

Section 21. The submission of a complaint or grievance shall not be the cause for delaying issuance of a certificate, making a selection, or filling a position unless the Employer determines that the complaint or grievance might change the outcome of the merit promotion action. The Employment Division, CCPO, shall be notified of all grievances involving merit promotion actions in order that the advisability of proceeding with the promotion action can be determined.

* Section 22. Temporary promotions for periods of one hundred twenty (120) calendar days or less shall normally be made from among qualified employees within the Group/Department/Directorate/Office in which the vacant position is located. Volunteers for temporary promotions shall be considered first. Employees from outside the G/D/D/O

shall be considered for temporary promotion only after all interested, eligible employees within the G/D/D/O have been considered.

Section 23. There shall be no discrimination on the basis of race, religion, sex, color, age, national origin, handicapping condition or AFGE affiliation in promotion or selection.

ARTICLE 33

WITHIN GRADE SALARY INCREASE

Section 1. Within grade salary increases will be granted to employees who have demonstrated an acceptable level of competence in the performance of the work they are assigned. Supervisors shall seek to improve all employees whose work falls below an acceptable level. An acceptable level of competence must be determined in light of the work requirements of the particular position or such specific work standards as may have been established by management for the position to which the employee is assigned. This requires consideration of the required quantity and quality of work, and of other essential elements of job performance such as those personal qualifications and conduct which directly affect an employee's work.

Section 2. Management shall assure that employees fully understand what constitutes an acceptable level of competence and keep them currently advised of their performance. When an employee's performance is not of an acceptable level or is approaching an unacceptable level, the employee shall be provided in writing at least sixty (60) calendar days before the waiting period is completed:

- a. an explanation of each aspect of performance in which the employee's work falls below an acceptable level;
- b. a statement of the acceptable level of performance on each of the work aspects; and
- c. advice as to what the employee must do to have his or her performance meet the acceptable level within the sixty (60) days prior to the end of the waiting period.

Section 3. Disapproved of the within grade increase may occur at the end of the waiting period if it has been determined that the employee's performance has not reached an acceptable level of competence. The supervisor shall discuss with the employee the reasons for this determination, and confirm the determination with a memorandum of the basis for denial of the within grade increase. The employee shall have the right to request reconsideration in writing to his supervisor within fifteen (15) calendar days of receipt of the denial of within grade increase. The time period may be extended for circumstances beyond the control of the employee. The Division/Department/Directorate/Office Director or their designated representative, will reconsider the denial of within grade increases. However, the reviewing official must be at least one (1) level above the employee's supervisor, and have taken no part in the original decision. The employee's request for reconsideration shall be reviewed and

a written decision rendered within fifteen (15) calendar days after receipt of the request or the employee's oral presentation, whichever occurs later.

Section 4. If the reviewing official's decision is favorable to the employee, it supersedes the original decision and the employee's within grade increase becomes effective on the date that the within grade increase was originally due. If the reviewing official's decision is unfavorable to the employee, the employee has the right to appeal the decision.

Section 5. When a denial of within grade increase is made and finalized, the supervisor shall, at any time the employee's performance meets an acceptable level of competence, but in no event later than twenty-six (26) weeks from the end of the waiting period, make a new determination. Upon favorable redetermination, a within grade increase shall be effected at the beginning of the next pay period which begins on or after a favorable certification is made.

ARTICLE 34

DISCIPLINARY ACTIONS

Sections 1. Disciplinary actions are defined as oral admonishments, letters of admonishment, and adverse actions used to correct employee misconduct or infractions of the Employer's rules and regulations. They do not include the following types of actions:

a. Adverse actions to correct performance problems resulting from an employee's inefficiency or incapacitation for duty.

b. Furloughs of thirty (30) calendar days or less.

c. Discharges of employees serving a one (1) year trial or probationary period or under a temporary appointment.

d. Letters of Warning, Caution or Requirement.

Section 2. In those cases where the Employer determines corrective action is necessary, disciplinary action must be taken for the sole purpose of constructively correcting offending employees and problem situations and maintaining discipline and morale among other employees. In all cases,

disciplinary actions must be in keeping with applicable laws (Public Law 95-454, etc.) and government wide and existing agency regulations, and must be taken solely for just and sufficient cause.

Section 3. Prior to initiating disciplinary action against an employee, the immediate supervisor or other cognizant official shall make a preliminary investigation or inquiry to assure himself/herself of the facts in the case. Where the findings of the investigation indicate in the judgement of the Employer that the employee may be corrected by informal means such as oral admonition or letter of admonishment, formal disciplinary action will not be taken. If the findings of the investigation indicate that formal discipline is warranted, prior to the issuance of a letter of reprimand or notice of proposed adverse action, a discussion must be held with the employee if the employee is available and otherwise willing to participate in the discussion. Prior to the discussion, the employee must be informed of the right to have representation by AFGE during the discussion.

* Section 4. The Employer must issue a notice of proposed adverse action against an employee of the unit. The Employer must inform the employee in writing of the employee's right to answer the proposal, to be represented by AFGE, and to seek further advice and assistance concerning the employee's rights. Employees shall be given not less than fourteen

(14) calendar days to submit an answer, except in those cases where the Employer invokes the "crime provision" under FPM 752 and 5 USC 7513(b).

Section 5. A letter of reprimand or notice of decision on an adverse action shall inform the employee of the employee's right to either grieve a grievable adverse action through the negotiated grievance procedure or appeal an appealable adverse action to the Merit Systems Protection Board (MSPB), as appropriate.

* Section 6.

a. Letters of Reprimand shall be removed from an employee's official personnel folder (OPF) two (2) years after the effective date of the reprimand.

b. Any past or prior disciplinary suspension may form the basis for proposing a remedy greater than the minimum from the next higher range of remedies for a subsequent offense. The offenses need not be identical or similar. The length between past or prior offenses and/or the dissimilarity of past or prior offenses shall be considered as a mitigating factor when proposing a remedy from the next higher range of remedies for a subsequent offense.

* Section 7. The Employer shall take due precaution to ensure that all informal and formal disciplinary actions are administered in private.

ARTICLE 35

ADVERSE ACTIONS

Section 1. Adverse actions are categorized as follows:

a. Grievable adverse actions which are letters of reprimand and suspensions of fourteen (14) calendar days or less.

b. Appealable adverse actions which are removals, suspensions for more than fourteen (14) calendar days, furloughs of thirty (30) calendar days or less, and reductions in grade and/or pay.

* Section 2. The Employer must issue a notice of proposed adverse action to an employee of the unit. The Employer must inform the employee in writing of the employee's right to answer the proposal, to be represented by the AFGE, and to seek further advice and assistance concerning the employee's rights. Employees shall be given not less than fourteen (14) calendar days to submit an answer, except in those where the Employer invokes the "crime provision" under FPM 752 and 5 USC 7513(b).

Section 3. The notice of decision on an adverse action shall inform the employee of the employee's right to either appeal an appealable adverse action to the Merit Systems

Protection Board (MSPB), or grieve a grievable adverse action through the negotiated grievance procedure, as appropriate.

Section 4. Appealable adverse actions may be appealed to the MSPB within twenty (20) calendar days of the effective date of the action being appealed.

Section 5. The AFGE Representative shall be in official duty status while representing an employee/former employee at a hearing in connection with an appealable adverse action.

* Section 6. The Employer shall take due precaution to ensure that all adverse actions are administered in private.

ARTICLE 36

SEPARATIONS OF PROBATIONERS

Section 1. The employment of an employee serving a one (1) year trial or probationary period may be terminated if the employee fails to demonstrate those skills or character traits necessary for satisfactory performance in his or her position or the employee may be removed from the position for such cause as will promote the efficiency of the service.

* Section 2. Supervisors will keep probationary and trial period employees apprised on a continuing basis regarding the employee's performance and conduct.

* Section 3. If it becomes apparent, after a fair opportunity, that the employee's conduct, general character traits, or capacity do not fit him or her for federal service, the employee will be notified normally no later than the end of the ninth (9) month of the probationary period that he or she will not be retained. This does not, however, preclude the Employer from terminating a probationary employee at any time during the probationary period.

* Section 4. When separation action is based entirely on deficiencies in performance or conduct after entrance on duty, the written notice of discharge will inform the employee of:

a. the reasons for the discharge, including the Employer's conclusions on the inadequacies of the employee's performance or conduct;

b. the effective date of the discharge;
and

c. the employee's appeal rights to the U.S. Merit Systems Protection Board (if any) and the time limits for filing such an appeal.

* Section 5. When the Employer initiates the proposed termination of a probationer for reasons based in whole or in part on conduct prior to employment, the probationary employee is entitled to the following:

a. The reasons with sufficient specificity and detail for the employee to be able to understand them and reply to them.

b. The right to reply in writing and submit affidavits in support of his or her reply.

c. Ten (10) calendar days for preparation and return.

d. At the discretion of the Employer, an examination/hearing to discuss the reasons regarding management's proposed action.

e. The Employer must give bona fide consideration to the employee's answer, and if the charges are rebutted successfully,

the employee will be notified that the reasons for proposing removal are being dropped. If the Employer decides that the employee is to be separated, he/she must be furnished with a written decision on the proposed separation as much in advance of the effective date as possible. It must state the reasons, clearly identifying which of the charges or reasons in the advance notice are relied on by the Employer, and the effective date. It must state (if applicable) the employee's right to appeal to the U.S. Merit Systems Protection Board and the time limits for filing such an appeal.

* Section 6. When the Office of Personnel Management (OPM) directs the separation of a probationary employee, the procedures described in Section 5, above, does not apply.

ARTICLE 37

GRIEVANCES

Section 1. This article is intended to provide an orderly and exclusive procedure for the processing of all grievances of the parties and of Unit employees as specifically set forth in Title VII. In presenting their grievances, employees shall be assured of freedom from restraint, interference, coercion or reprisal for themselves, their representatives and their witnesses. No employee, supervisor or other management official, shall attempt to induce another employee to withdraw or refrain from presenting a grievance on any basis except that of a satisfactory resolution.

Section 2. Definition: Grievance means any complaint by:

a. A Unit employee or AFGE concerning any matter not specifically excluded in Section 3 relating to the employment of any Unit employee.

b. Any Unit employee, AFGE or the Employer concerning

1. the effect or interpretation or a claim of breach of this Agreement, or

2. any claimed violation, misinterpretation or misapplication of laws

or the Employer's rules and regulations affecting conditions of employment.

* Section 3. Scope: This procedure shall be the exclusive procedure available to Unit employees who seek redress of their grievances except that it shall not apply to any grievance concerning

a. prohibited political activities

b. retirement, life insurance or health insurance

c. suspensions or removal for national security reasons

d. any examination, certification, or appointment

e. classification of any position which does not result in the reduction in grade, or pay of an employee

f. removal, suspension for more than fourteen (14) calendar days, reduction in grade or pay or furlough for thirty (30) days or less

g. removal for failure to satisfactorily complete a trial or probationary period

h. actions directed by the Merit Systems Protection Board or Office of Personnel Management

i. matters which are not within the control of the Employer

j. the content of the Employer's published policy on matters other than personnel policies, practices and working conditions

k. non-selection for promotion from a group of properly ranked and certified candidates; however, allegations of violations of merit promotion procedures are grievable

l. an action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which he was temporarily promoted or reassigned or demoting him to a different position that is not at a lower grade than the position from which he was temporarily promoted

m. non-adoption of a suggestion or disapproval of a quality salary increase, performance award or other kind of honorary or discretionary award

n. warning or preliminary notice of specific action, which if effected would be covered under this procedure

o. termination of time limited or indefinite appointments due to lack of work, lack of funds, expiration of appointment and/or, for cause,

p. admonishments, written and oral.

* Section 4. When either party raises the threshold issue of grievability, timeliness or compliance with grievance procedures, the responding party will address these issues before proceeding with the presentation of the issue initially giving rise to the grievance. The discussion of these issues will not stay the discussion of the issue raised by the grievant.

* Section 5. Representation: In the presentation of their grievance, at all stages of the grievance procedure, employees have the right to be represented by AFGE or a representative approved by AFGE. However, any employee or group of employees in the unit may present grievances to the Employer and have them adjusted without the intervention of AFGE as long as the adjustment is not inconsistent with the terms of this Agreement and AFGE has been given the opportunity to be present during all formal discussions and to state AFGE's position.

* Section 6. Representatives of AFGE are authorized to use official time to prepare and present grievances. This official time is subject to the 15% limit as defined in Article 11, Section 10 of this Agreement for official representational functions. In those situations where the representative lacks experience in grievance processing, the representative may be assisted by another representative of AFGE Local #1156 not more than three (3) times for each step of the grievance process.

Section 7. Grievance EEO Complaint Options: An employee, who believes that he is affected by discrimination because of his race, religion, sex, color, age, national origin or non-disqualifying physical or mental handicap, may at his/her option raise the matter under a statutory appellate procedure or the grievance procedure contained in this Article, but not both. For the purposes of this section and pursuant to Section 7121(d) of Title VII, an employee shall be deemed to have exercised an option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 8. Informal Procedure: Before initiating a formal grievance an employee must first present the grievance to his immediate supervisor to attempt an informal resolution. Most grievances will be resolved at this level.

a. Time Limits:

(1) An informal grievance involving a particular act or occurrence must be presented within twenty (20) calendar days of

(a) the date of the act or occurrence, or

(b) the date on which the aggrieved employee first became aware of the act or occurrence.

(2) The twenty (20) day time limit may be extended only by the agreement of the parties when an employee offers an acceptable reason for failing to present his grievance within this time limit.

(3) A grievance concerning a continuing practice or condition may be presented at any time.

b. Method: An employee may present a grievance under the informal procedure orally and/or in writing or through a representative, provided that the representative is an AFGE official and in possession of written authorization from the aggrieved employee to act on his/her behalf. Regardless of the method by which the grievance is presented, the aggrieved employee must ensure that his/her supervisor understands that it is, in fact, a grievance and is informed of:

(1) the basis for the grievance,

(2) the specific personal relief being sought,

(3) the date of the act or occurrence giving rise to the grievance or the employee's first knowledge of same, and where appropriate

(4) the reasons the grievance was not presented within twenty (20) calendar days.

c. Decision: Within five (5) workdays of the presentation of the grievance, the aggrieved employee's immediate supervisor shall complete an investigation and/or inquiry necessary to determine if a resolution of the grievance which is satisfactory to the aggrieved employee and consistent with sound management practices can be achieved and provide the aggrieved employee with a decision. This decision need not be in writing, but the supervisor may establish a record of his efforts for future use should the grievance be formalized. If no decision is received within five (5) workdays or mutually agreed upon extension of this time limit, the grievant may present the grievance at the first step of the formal grievance procedure.

* Section 9: Formal Procedure. If the grievance has not been resolved informally, the aggrieved employee may present his or her grievance formally as provided in this section. In order to advance a grievance to the next step at any point in the formal grievance procedure, the grievant must claim and explain the basis for the claim that:

- the decision in the previous step was based upon an erroneous interpretation of statute, regulation, or the agreement; or

- the reasons supporting the decision are not factual; or

- new and material evidence is available that, despite due diligence on the part of the grievant, was not available at the previous step; or

- the relief was not satisfactory.

a. Decision Levels: The appropriate officials for the adjustment of formal grievances shall be as follows:

(1) Step One

SPCC (Codes 01, 03, 04, 05, 07)

Department Director

SPCC (all other codes)

Division Director

FMSO

Division Director

DDMP

Division/Office Chief

NAVSEALOGCEN

Section Head

NPPSDO

Section Head

(2) Step Two

SPCC (Codes 01, 03, 04, 05)

Group Director

SPCC (all other codes)

Department Director

FMSO

Department Director

DDMP

Directorate/Office Director

NAVSEALOGCEN
Branch Head
NPPSDO
Branch Head

(3) Step Three

SPCC
 Commanding Officer
FMSO
 Commanding Officer
DDMP
 Commander
NAVSEALOGCEN
 Commanding Officer
NPPSDO
 Director

In situations where the immediate supervisor in the informal step is one (1) of the above officials, the procedure for the adjustment of formal grievances shall begin at the level immediately above that of the supervisor. It is the responsibility of officials at each step of the formal grievance procedure to make every practical effort to resolve the grievance at his or her level rather than allow the grievance to escalate to higher levels of the grievances procedure.

b. Step One.

(1) An aggrieved employee shall present a formal grievance in writing to the official designated as the Step One decision

level for the aggrieved employee's organization within seven (7) calendar days of the employee's receipt of the supervisor's decision on the informal grievance. The formal grievance must be signed by the grievant or his/her representative. If the grievance is signed by the representative, the Union must submit a designation of representation statement signed by the grievant along with the grievance. The grievance must clearly state

(a) the basis of the grievance or issue at grievance (i.e. the act or occurrence or continuing practice giving rise to the grievance),

(b) the date of the grievant's first knowledge of the matter giving rise to the grievance and, when appropriate, the reason the grievance was not presented to the immediate supervisor within twenty (20) calendar days,

(c) the specific, personal relief being sought,

(d) the date of the supervisor's decision, and

(e) the reason the supervisor's decision was not acceptable. The matter identified as the issue of this step of the grievance procedure shall identify the

specific provision of the Agreement or regulation involved, how the provision was violated, and state times, dates, places and witnesses where applicable. This shall remain the issue throughout the entire grievance procedure.

(2) Within five (5) workdays of the receipt of the written grievance, the official designated as the decision level for Step One, or a designated representative, shall meet with the grievant, an AFGE representative and the grievant's immediate supervisor. The grievant and the supervisor will be given an opportunity to state their respective positions and offer documentary information.

(3) Within five (5) workdays of the termination of this meeting, the official designated as the Step One decision level or a designated representative shall complete any investigation and/or inquiries necessary to determine if a resolution satisfactory to the grievant and consistent with sound management practices can be achieved. The official shall provide the grievant and the AFGE with a written decision. This decision shall identify the issue considered, the relief being sought, the disposition of the grievance and the reasons therefor. If no decision is received within ten (10) workdays, or a mutually agreed upon extension of this time limit, the grievance may be presented to the next step of the grievance procedure.

(4) The deciding official shall establish a grievance file containing the written grievance, summary of the discussion with the grievant, copies of written documents considered in arriving at the decision, summary statements of witnesses, any other pertinent information, and a copy of the decision. The file will be available for review and comment by the grievant and AFGE if representing the grievant, and shall be forwarded to each subsequent level of the grievance procedure as the grievance is processed. If the grievance is not processed to the next or subsequent levels of the grievance procedure within the appropriate time limits, the file will be transferred to Code 063, Consolidated Civilian Personnel Office. The file shall be available for review by interested parties in Code 063.

c. Step Two.

(1) A grievance which has not been resolved to the satisfaction of the grievant in the previous step, may be presented to the official indicated as the Step Two decision level for consideration. The grievance must be presented in writing within seven (7) calendar days of the grievant's receipt of the decision in the previous step and indicate by specific reference to that decision the reasons that decision was not acceptable. However, the issue(s) shall remain the same as originally presented in Step One.

(2) Within five (5) workdays, the official indicated as the Step Two decision level or a designated representative shall conduct a hearing on the grievance. Participants in the hearing will be the grievant, an AFGE representative, and the management official who rendered the decision in the previous step or a representative. The official conducting the hearing will be assisted by an Employee or Labor Relations Specialist. Through the presentation of documentary evidence and the testimony of witnesses, the grievant and the official who rendered the decision at the previous step, or a representative, will present their respective positions to the official indicated as the Step Two decision level. Except for those grievances involving discipline, the grievant will make the first presentation and bear the burden of proving the affirmative of the issue. However, formal rules of evidence shall not apply. No listening or recording equipment shall be used at this hearing. Unless AFGE is representing the grievant, AFGE's position on the grievance will be stated at the completion of the hearing.

(3) Within five (5) workdays after the Step Two meeting, the official indicated as the Step Two decision level shall complete any additional investigation/inquiry and determine if a resolution which is satisfactory to the grievant and consistent with sound management practices can be achieved and provide the grievant and the AFGE with a written decision.

(4) The grievance file will be augmented to include the grievant's statement, any additional documents or evidence considered and a copy of the official's decision.

d. Step Three.

(1) A grievance which has not been resolved to the satisfaction of the grievant in the previous step may be presented to the official indicated as the Step Three decision level for consideration. The grievance must be presented in writing within seven (7) calendar days of the grievant's receipt of the decision in the previous step and indicate the reason that decision was not acceptable. However, the basic issue shall remain the same as originally presented in Step One. Copies of the grievance must be given to the official who rendered the decision in the previous step and to AFGE.

(2) Within ten (10) workdays of receipt of the grievance, the official at the Step Three decision level or his designated representative shall meet with the grievant, AFGE representative(s) and the official who rendered the decision in the previous step. The grievant and the official designated as the Step Two decision level will be given the opportunity to explain their respective positions and offer any additional documentary evidence.

(3) Within ten (10) workdays of the termination of this meeting, the official at the Step Three decision level will complete any additional investigation and/or inquiry necessary to determine if a resolution satisfactory to the grievant and consistent with sound management practices can be achieved and provide the grievant and the AFGE with a written decision. This decision will indicate the disposition of the grievance and the reasons therefore and shall be final unless AFGE indicates within thirty (30) calendar days of the grievant's receipt of this decision that it wishes the matter be referred to arbitration in accordance with Article 38 of this Agreement.

(4) The grievance file will be augmented with the grievant's statement and the decision of the official at the Step Three decision level, and forwarded to Code 063 for storage.

Section 10. AFGE and Employer Grievance.
Grievances of either AFGE or the Employer may be submitted in writing to the official designated as the Step Three decision level or the AFGE President as appropriate. Within ten (10) workdays of the receipt of the grievance, the parties or their representative(s) shall meet for the purpose of resolving the grievance. A decision will be rendered by the party against which the grievance was lodged no later than ten (10) workdays following this meeting unless it is determined that the grievance should be referred to a lower

level for processing at Step One or Step Two. This decision shall be final unless within thirty (30) calendar days of the date of receipt of the Step Three decision the aggrieved party requests that the matter be referred to arbitration in accordance with Article 38 of this Agreement.

Section 11. Time Limits: In situations in which either party is unable to process a formal grievance within the time limits required by this Article, the parties may agree to waive the time limit in question. All other time requirements of the formal grievance procedure will continue to apply unless the parties should again agree to waive time limits at a subsequent stage of the grievance procedure.

* Section 12. Participation of witnesses in hearings and meetings in connection with the presentation of grievances shall be limited to actual presentation of testimony. If otherwise in a duty status, witnesses of the grievant or AFGE shall be on official time while providing testimony.

ARTICLE 38

ARBITRATION

* Section 1. If the parties fail to reach a satisfactory settlement of a grievance processed under Article 37 of this agreement, either party may, within thirty (30) calendar days of the decision in Step Three of the Formal Grievance Procedure, request that the matter be referred to arbitration.

Section 2.: Within seven (7) workdays from the date of receipt of an arbitration request, the parties shall meet for the purpose of selecting an arbitrator and determining the issue at arbitration and the arbitrability of the issue. Unless otherwise agreed to by the parties, the issue at arbitration shall be the same as the issue identified at the first step of the formal grievance procedure, as stated.

Section 3. Arbitrability disputes not resolved by the parties will be referred to the arbitrator. In attempting to resolve arbitrability disputes before invoking arbitration the parties may, within seven (7) workdays of the meeting to select an arbitrator, jointly request an advisory arbitrability determination from the third party believed to have jurisdiction in the matter.

1

Section 4. If agreement on the selection of an arbitrator cannot be reached, the party seeking arbitration of the dispute shall within fifteen (15) calendar days of the meeting to select the arbitrator or receipt of an advisory arbitrability decision, request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A copy of the request shall be given to the other party.

Section 5. The parties shall meet within five (5) workdays after receipt of the list or arbitrators. If they cannot mutually agree upon one (1) of the names from the list of arbitrators, the Employer and the Union will each strike one (1) of the names from the list of seven (7) arbitrators and repeat the procedure until one (1) name remains. The remaining arbitrator shall be duly selected in this matter. The first party to strike a name from the list will be decided by lot. If either party refuses to participate or delays the meeting for more than ten (10) calendar days, the other party shall designate the arbitrator.

Section 6. All direct fees and expenses in connection with the arbitration of a grievance shall be borne equally by the Employer and the Union. The Arbitration Hearing shall normally be held during the regular day shift work hours of the basic workweek of Monday through Friday. All

employees, Union representatives, and witnesses shall, if otherwise entitled, be on pay status while participating in the arbitration proceedings without charge to annual leave.

Section 7. The arbitrator shall be requested by the parties to render his decision as quickly as possible, but, in any event, no later than thirty (30) calendar days after the conclusion of the hearings unless the parties otherwise agree. The decision may extend only to the interpretation or application of this Agreement and not to changes or proposed changes to this Agreement. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. Such right is the prerogative of the parties to this Agreement only. It is further agreed that, while such arbitration shall be binding upon both parties, either party may file exceptions to the arbitrator's awards with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

Section 8. Where the parties agree on the arbitrator, the issue and the arbitrability of the issue, they may agree to submit the matter to expedited arbitration. The expedited arbitration hearing will be conducted as follows:

a. Respective representatives shall state the issue and arguments in support of their position.

b. Exhibits and evidence in support of arguments may be presented as necessary.

c. No briefs will be filed or transcripts made.

d. Formal rules of evidence will not apply.

e. All testimony will be given under oath.

f. Arbitrator is responsible for conducting a fair hearing and allowing both parties to present relevant evidence.

g. The arbitrator will issue a written decision with a brief explanation of the basis for the decision within five (5) calendar days of the hearing.

h. Decisions will be based upon the record developed by the parties before and at the hearing.

Modifications or additions to the expedited arbitration procedures may be agreed upon by the parties.

ARTICLE 39

UNFAIR LABOR PRACTICE

Section 1. The Employer and AFGE will refrain from engaging in those activities identified as unfair labor practices in Section 7116 of Title VII.

Section 2. Before either party formally charges the other party with engaging in an unfair labor practice, the parties will attempt to resolve the matter informally.

Section 3. Informal resolution will be initiated by a written notice by the charging party to the other party identifying the unfair practice which is the basis of the charge and the time and circumstances surrounding the occurrence and the remedy requested.

Section 4. Within ten (10) workdays of the receipt of the notice, representatives of the parties will meet to conduct a thorough discussion of the practice and the results of any investigations conducted, review the facts, attempt to reach an acceptable resolution or adjustment of the matter, and agree upon a date for informal resolution to be completed.

Section 5. If the matter has not been resolved within the period of time agreed upon by the parties in Section 4 above, the charging party may proceed with the formal charge.

ARTICLE 40

ANNUAL LEAVE

Section 1. The Employer shall develop a leave schedule annually that covers all employees in each organizational unit. The schedule will be finalized prior to 15 January and will cover the entire leave year.

a. Employees shall be given the opportunity to place on this schedule, their preference of leave dates during the prime vacation periods, or any other period of time consistent with their desires. The leave schedule shall be approved by 31 January.

b. The largest number of employees consistent with workload requirements in each work unit, shall be approved for leave covering the same periods of time. Where this is not possible, seniority shall be the deciding factor.

c. The Employer agrees to grant scheduled annual leave for periods of a least two (2) weeks, and for longer periods when operations permit. Every fair and reasonable attempt shall be made by the Employer to grant employees their leave when requested.

d. Whenever possible, the Employer shall give the Employee at least two (2) weeks advance written notice, with justification, before cancellation of scheduled leave.

e. Any employee applying for leave which occurs on a religious holiday associated with the religious faith of the employee, shall be granted such leave whenever the work situation permits.

f. Any employee applying for leave for a nationally recognized date having special meaning to that employee shall be granted such leave whenever the work situation permits.

Section 2. The Employer or the employee may change scheduled and approved leave dates under the following conditions:

a. The employee must obtain the agreement of his supervisor.

b. The employee desiring the change shall not have seniority rights to change the scheduled and approved leave of the other employees.

c. If the Employer finds it necessary to cancel scheduled and approved leave, the affected employee shall be given a written explanation and opportunity to reselect another leave period based on seniority.

d. If an employee transfers to another supervisor, he shall notify his new supervisor of his scheduled and approved leave. If this does not conflict with the work

situation or another employee's scheduled leave, the leave shall be granted. If it does conflict, the transferred employee and other affected employees shall have seniority rights in claiming leave of their preference.

Section 3. Whenever the work situation permits, the Employer agrees to grant unscheduled leave for personal or emergency reasons. Unscheduled leave is defined as that annual leave over and above the leave scheduled in Section 1. The employee shall not be required to furnish reasons for requesting leave.

Section 4. The Employer shall restore forfeited annual leave under the following conditions:

a. Administrative error, when the error caused a loss of annual leave otherwise accruable after 30 June 1960.

b. Exigencies of the public business as determined by the Employer, when such leave was scheduled in advance for use within the last three (3) pay periods of the leave year.

c. Sickness of the employee when such leave was scheduled in advance for use within the last three (3) pay periods of the leave year.

* Section 5. Employees shall be permitted to use annual leave in increments of fifteen (15) minutes upon the availability of the

capability of accounting for such usage in the standard Navy ADP payroll system (NAVSCIPS). The Employer shall inform employees when the system is operational.

* Section 6. Although employees normally request annual leave, there are situations in which management may direct the taking of annual leave such as holiday close-downs and brief periods of work interruptions:

a. When the Employer, in its sole discretion, determines that there is good reason for a curtailment of operations such as holiday close-downs, employees may be directed to take annual leave for the period in question. The Employer shall normally advise employees to schedule such annual leave for periods of curtailed operations at the same time that the employee's leave is scheduled IAW Section 1 of this Article. Management shall allow employees to use earned compensatory time in lieu of being placed on annual leave during the period of curtailed operations. Management shall also allow employees to use LWOP in lieu of being placed on annual leave during periods of curtailed operations. The Employer shall insure that essential personnel who are required to report for duty during periods of curtailed operations are so notified in advance. The period of curtailed operations will normally include the maximum number of non-essential bargaining unit members possible.

However, the Employer reserves the right to direct non-essential employees to report for duty as needed during periods of curtailed operations.

b. Emergency situations which may cause brief periods of work interruptions that might require management to direct the use of annual leave are:

(1) Equipment breakdown, power failure, etc.

(2) Lack of material.

(3) Transportation strikes.

(4) Storms, floods and other natural phenomena.

(5) Closing of industrial activities for retooling, equipment overhaul, etc.

(6) Temporary reduction in workload.

(7) Temporary periods when plant operation is uneconomical during emergency situations.

ARTICLE 41

SICK LEAVE

Section 1. Employees shall be granted sick leave for medical, dental, surgical, optical, or other medical examinations or treatments provided the leave is requested and approved in advance. Prior arrangements for such purpose shall not be required in cases of sudden illness or under emergency conditions.

* Section 2. Provision Under Dispute.

Section 3. The official sick leave records of employees required to provide a medical certificate for each sick leave absence shall be reviewed every six (6) months from the date of requirement. If, in the judgement of the employee's supervisor, the leave record has improved, the requirement shall be cancelled.

* Section 4. Unearned sick leave from a minimum of six (6) workdays to a maximum of thirty (30) workdays may be advanced upon request and approval.

Section 5. Time spent by employees on any shift, in obtaining treatment at the dispensary, shall be regarded as duty status and will not be charged to leave if returned to duty. Should the employee be sent home, sick leave will be charged from the time the employee was sent to the dispensary.

Section 6. In cases of extended illness, supervisors may require the periodic submission of medical certificates.

Section 7. Supervisors have the responsibility to inform their employees that they may choose sick leave or worker's compensation in cases of occupational illness or injury.

Section 8. Periods of absence on sick leave in excess of three (3) consecutive workdays must be supported by a medical

certificate signed by a physician or the employee's personal statement if acceptable to the employee's supervisor. If the absence is for one (1) full pay period or less, the certificate may be submitted upon return to duty. If the absence is for more than one (1) full pay period, the certificate shall be submitted as required by the supervisor in Section 6 of this Article.

* Section 9. Employees shall be permitted to use sick leave in increments of fifteen (15) minutes upon the availability of the capability of accounting for such usage in the standard Navy ADP payroll system (NAVSCIPS). The Employer shall inform employees when the system is operational.

* Section 10. Nothing in the preceeding sections of this Article precludes the Employer from requiring evidence from the employee (which may be personal certification on an SF 71 Application for Leave form or a medical certificate at the employee's option) supporting sick leave absences of three (3) consecutive workdays or less when the Employer presents evidence to the employee, or explains the reasonable cause to believe, that the employee did not meet the legal criteria for sick leave use.

ARTICLE 42

OFFICIAL TIME

* Section 1. Workload permitting, the Employer shall, upon request, grant employees on any shift official time for the purpose of:

a. medical examinations required by the Employer, and

b. tests or interviews when such tests or interviews are required for promotion and the competition is for positions located at any activity at Mechanicsburg.

Employees on the second or third shifts shall request official time sufficiently in advance of the examination, test or interview to allow the Employer to change the employee's duty hours if necessary to grant the request.

Section 2. Employees shall be granted official time for interviews for positions when such interviews are required by the Employer in connection with reductions in force.

* Section 3. An employee who is an official or representative of the AFGE may be excused without charge to leave in conjunction with attendance at a training session sponsored by that organization, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as an AFGE representative.

The employee may be administratively excused from duty for this purpose only during such portions of the training session as meet the foregoing criteria. The Employer may impose reasonable limits on the numbers of employees granted administrative excusal and the amount of time employees are administratively excused for this purpose.

Section 4. When work is suspended because of emergency situations arising during working hours.

a. Employees who are dismissed from duty at the time of the work suspension shall be excused without charge to leave for the remaining hours of their work shift.

b. Employees who were on duty and departed on annual leave after the official word was received but before the time set for dismissal shall be charged leave only from the time they departed until the time set for dismissal.

c. Employees scheduled to report for duty after an initial period of leave and dismissal is given before they can report shall be charged leave until the time set for dismissal.

d. Employees absent on approved leave for the entire work shift shall be charged leave for the entire absence.

Section 5. When work is suspended because of emergency situations arising during non-working hours neither employees scheduled to work nor those on previously authorized leave shall be charged leave for the following work shift.

* Section 6.

a. Employees shall normally be granted reasonable amounts of official time not to exceed the maximum amounts as follows:

(1) Preparation of grievances for all steps in the grievance procedure - five (5) hours.

(2) Preparation of initial appeals to the U.S. Merit Systems Protection Board - one (1) hour.

(3) Preparing verbal and/or written responses to proposed disciplinary or adverse actions - eight (8) hours.

b. The Employer shall consider requests for reasonable amounts of additional official time upon a showing by the employee in writing of good cause.

c. Before using official time under Section 6a, the employee shall request and receive supervisory approval for each instance of use by stating the purpose and the estimated amount of time needed. Use of approved official time under Section 6a may

be delayed by the supervisor for reasons of workload or the need for the employee's services. In no case may approved use of official time be delayed beyond the end of the workday followig the day on which the request is made.

ARTICLE 43

RELIGIOUS COMPENSATORY TIME

Section 1. Employees may elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. The election to work compensatory overtime and take compensatory time off for religious purposes is subject to the approval of the Employer.

Section 2. Any employee who works compensatory overtime for religious purposes shall be granted an equal amount of time off from the employee's scheduled tour of duty instead of overtime pay.

Section 3. For this purpose, employees may work compensatory overtime before or after the granting of compensatory time off. However, an employee may not be advanced more than forty (40) hours of compensatory time off.

Section 4. Requests for religious compensatory time off shall be made at the time annual leave is scheduled.

ARTICLE 44

BEREAVEMENT LEAVE

* Section 1. Bereavement leave may be granted to an employee for a period not to exceed three (3) days following the death of an employee's brother, sister, parent, child, spouse, or spouse's parent.

* Section 2. These leave options are available to be liberally applied to a bereavement:

- a. emergency annual
- b. advanced annual
- c. compensatory time
- d. leave without pay (LWOP)
- e. sick leave where the bereavement has incapacitated the employee for duty

* Section 3. Employees shall make arrangements for taking bereavement leave in the same manner as for emergency annual leave.

ARTICLE 45

LEAVE WITHOUT PAY

* Section 1. The AFGE may designate a reasonable number of employees as a representative to any Union activity necessitating a leave of absence. These employees may be granted leave without pay not to exceed thirty (30) days. The Employer shall not arbitrarily deny a leave of absence for this purpose.

* Section 2. Any employee elected or appointed to office in the National AFGE which requires a part or all of his or her time, may be given leave without pay upon application. He or she shall not lose seniority, established at the time of the leave absence, and shall accrue seniority subject to applicable regulations of the Office of Personnel Management. Leave without pay for the above purpose is limited to periods not in excess of three (3) years, and may be renewed upon receipt of appropriate application by the head of the activity.

* Section 3. Female employees shall upon request be granted leave without pay for absences which are medically required for maternity reasons. Either parent may be given leave without pay not to exceed one (1) year in connection with the birth of a child.

* Section 4. Employees may be granted leave of absence in increments of up to one (1) year to attend educational programs.

* Section 5. Employees are entitled to apply for leaves of absences for periods of thirty (30) days for reasons other than above.

* Section 6. The Employer shall guarantee reemployment and grade retention when permitted under governing laws, rules and regulations for all employees granted leave without pay for any period.

Section 7. It shall not be necessary for an employee to expend all sick and annual leave before being granted leave without pay.

ARTICLE 46

TRAVEL

* Section 1: The Employer shall direct employees to perform official travel in accordance with the provisions of the Federal Travel Regulations (FTR), or other appropriate regulations.

* Section 2. Upon request of the traveler, the Employer shall provide information regarding the travelers rights, orders preparation, itinerary planning and changes, travel advances, ticketing, expenses, reimbursement of travel claims and other travel concerns prior to beginning the travel.

* Section 3. Employees shall not be directed to travel at rates of reimbursement inconsistent with the provisions contained in the FTR and normally shall not be directed to travel at their own expense.

Section 4. The Employer shall notify the employee of impending travel as soon as information is available.

Section 5. The Employer shall attempt to schedule employees for travel during their regular workday and workweek.

* Section 6. Employees covered by the Fair Labor Standards Act (FLSA) who perform travel outside their regular workday/workweek shall

be entitled to overtime or compensatory time for the time spent in travel in accordance with the provisions of the FLSA. Those employees exempt from the FLSA will not be entitled to overtime or compensatory time except for the very limited circumstances provided for under Title 5 U S Code.

Section 7. Travel status shall begin immediately upon departing for the TDY station and end upon return to home or duty station in accordance with approved travel orders.

Section 8. The employee shall be permitted to commence travel in sufficient time to arrive at the destination and secure accommodations prior to 1800; such departure time to be jointly agreed upon by the employee and the employee's supervisor.

Section 9. Employees shall be provided information and guidance in the preparation of their travel vouchers. The Employer shall also ensure that the employee is aware of reimbursable expenses and travel options prior to departure.

* Section 10.

a. Employees may indicate to the travel order requesting official a preference for itinerary and mode of transportation at the time their orders are being prepared. If the employee's preference is not acceptable to the

requesting official, the requesting official shall explain the reasons for not granting the employee's preference prior to issuing the travel orders.

b. Employees shall be permitted to obtain their own reservations for transportation and/or lodging where these reservations do not interfere with the Employer's mission accomplishment or higher-level federal travel regulations or other negotiated policies and procedures.

c. Employees shall make common carrier transportation reservations through the Employer's reservation service if it is available.

d. Employees shall be responsible for any and all additional costs associated with any changes in the mode of transportation, reservations, or itinerary made by the employee after a ticket is issued or authorized, except in those cases where changes are beyond the employee's control and are authorized verbally or in writing by the order-issuing official.

* Section 11. When an employee is required to use adequate military quarters in connection with TDY, the employee shall be assured of lodging prior to the employee's departure.

* Section 12. When military lodgings are not available or adequate, the employee shall be entitled to immediately seek public lodgings

and be reimbursed accordingly in accordance with the provisions of the FTR or other applicable regulations.

Section 13. To be considered adequate, military lodgings for temporary duty personnel must be in physical structures which are considered permanent or semi-permanent structures. The living space must meet the air conditioning and heating standards established by the Department of Defense for that installation. The living units shall be furnished in accordance with specific Department of Defense criteria which are spelled out in applicable regulations.

* Section 14. The Employer shall advise employees required to use military lodging what limited exchange privileges the employee may use at the TDY site.

* Section 15. The Employer shall advise employees that they are not required to use military lodging when the Employer determines that the utilization of such lodging would adversely affect the performance of the assigned mission.

* Section 16. Employees shall upon request receive travel advances at the maximum permitted by the Employer's regulation.

* Section 17. When an employee's schedule is changed while the employee is on TDY, the employee may notify his/her office or the activity duty officer by telephone as a reimbursable expense in accordance with the FTR.

* Section 18. If a privately owned vehicle is authorized, vicinity mileage may also be authorized but must be cited on approved orders in accordance with the provisions of the Federal Travel Regulations.

* Section 19. Employees shall be reimbursed up to the deductible amount as contained in the rental contract for personal funds paid to rental car agencies for damages sustained by an automobile properly rented and damaged in the performance of official business.

Section 20. No employees shall be liable for any costs relative to any accident/collision sustained while operating a government vehicle unless the employees is guilty of gross negligence or willfull misconduct.

Section 21. Employees shall be reimbursed for any unforeseen travel expenses as authorized by the Federal Travel Regulations.

Section 22. Except where specifically required by the Federal Travel Regulations, employees shall not be required to travel on military aircraft or non-scheduled commercial aircraft without their consent.

Section 23. Upon completion of an extended travel and duty time in excess of sixteen (16) continuous hours, an employee shall be entitled to a reasonable rest period, not to exceed four (4) hours prior to reporting for duty, as approved by the employee's supervisor.

ARTICLE 47

TELEPHONE USE

Section 1. The use of the Employer's telephones for personal or other unofficial calls is prohibited except in cases of emergency.

* Section 2. Upon notification to their supervisors, employees may be permitted to make personal local or long-distance calls on the Employer's telephone system provided the calls do not adversely affect performance of the employee's official duties or the mission of the employee's organization, are of reasonable duration and frequency, and reasonably cannot be made at another time. Such personal calls may not result in a charge to the Employer even if the employee intends to reimburse the government. Personal long-distance calls must be to an 800-toll-free number, charged to the employee's home phone number or another non-government number, charged to the called party if a non-government number, or charged to a personal telephone credit card. Calls for information assistance may not be made if a charge results to the Employer's telephone. Use of DOD Command and control networks (e.g., Autovon, etc.) for such personal calls is prohibited.

* Section 3. Employee's who must contact their health insurance carriers for information that cannot be provided by the personnel

office may call free of charge the carriers from a telephone in the Classification and Personnel Management Services, Code 064, CCPO, Building 407.

ARTICLE 48

PERSONNEL FILES

Section 1. Employees shall have the right to examine their Official Personnel Folder from 1300 to 1500 or by appointment for employees who do not work the regular shift. In emergency situations, employees may make an appointment to review personnel folders outside of the regular period.

ARTICLE 49

VEHICLE RELATED

* Section 1. Parking:

a. AFGE shall have the right to designate one (1) representative to each activity parking committee where established by the Employer. The AFGE representative will carry the same rights and privileges as the other committee representatives.

b. The Employer shall provide vehicle parking within the compound, without charge, for those government employees whose duty stations are within the compound.

c. Visitor spaces shall be utilized only by persons who do not have repetitive business on the installation, as outlined in ALMECHINST 5560.9b.

d. The Employer shall not make any changes to open parking without notifying the Union in writing and negotiating with the Union over any proposed changes.

e. The Employer shall audit parking records at least once a year in accordance with ALMECHINST 5560.9b. A copy of this audit shall be forwarded to AFGE upon request.

f. The Employer shall designate parking spaces near the work site for handicapped employees. Parking spaces for handicapped employees shall have a high priority when parking spaces are assigned.

g. The Employer shall reserve four (4) parking spaces near the AFGE office for AFGE officials. The Employer shall mark these spaces as "Reserved For AFGE Use Only" by providing and erecting four (4) upright metal signs as soon as practicable after signature of this Agreement.

h. The Employer shall designate four (4) patron time limit parking spaces for employees visiting the personnel office.

i. The Employer shall provide AFGE eight (8) "official business" passes of a distinctive color and marked "AFGE Local #1156" for use by AFGE officials while on official AFGE business only. This pass shall entitle AFGE officials to park in visitor and work vehicle parking spaces while on official business for AFGE. Upon receipt of these distinctive parking passes, AFGE will surrender to the Employer all previously issued or held "Official Business" parking passes.

j. When an employee receives notice of a Suspension of Driving Privileges, the dates and numbers of previous violations charged to the employee within the twelve (12) month accountability period will be included in the memorandum and shall be sent to the employee

in a manner consistent with Privacy Act rights. If necessary to protect Privacy Act rights, the employee may be required to personally obtain information on the dates and numbers of previous violations charged to the employee within the twelve (12) month accountability period directly from the Employer's Security Office.

Section 2. Bicycles shall be permitted to park in Employer designated areas. The Employer shall provide a minimum of four (4) sheltered bicycle racks in the vicinity of the main administrative buildings.

* Section 3. Gates:

a. Subject to internal security requirements determined by the Employer, the gates of the compound shall be open in accordance with the following schedule:

<u>Weekdays</u>	<u>Open</u>
Main Gate (North)	0600-1815
East Gate (Sporting Hill)	24 hours daily
South Gate (Trindle Rd.)	0600-0800 1130-1300 1500-1645
West Gate (Brandy Lane)	0600-0750 1500-1645

<u>Weekends and Holidays</u>	<u>Open</u>
Main Gate (Sat. Only)	0700-0800 1530-1630
(Closed Sundays & Holidays)	
East Gate	24 hours daily
South Gate	Closed
West Gate	Closed

b. Subject to internal security requirements, the Employer shall provide for two (2) lanes of traffic to exit through main and east gates between 1500 and 1630 on weekdays.

Section 4. Prohibited Material:

Employees shall not be permitted to transport the following items of personal property in vehicles driven within the compound:

- a. Weapons
- b. Alcoholic beverages
- c. Narcotics
- d. Explosives
- e. Cameras, except with the permission of the SPCC Security Officer
- f. Subversive literature

* Section 5: Registration: Employees shall have the right to register for base access up to three (3) legally owned and properly insured vehicles. Employees may register their vehicles between 0800 to 1100 on weekdays. Employees working on second or third shifts will be permitted to use the PASS/DECAL office anytime during normal business hours.

ARTICLE 50

REASONABLE ACCOMODATION

* Section 1. The Employer shall make reasonable accommodation to the known physical or mental limitations of a qualified handicapped employee unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The conditions of the accommodation must be in writing.

Definitions

Handicapped Person: ...one who: (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment.

Qualified Handicapped Person: ...means with respect to employment, a handicapped person who, with or without reasonable accommodation can perform the essential functions of the position in question without endangering the health and safety of the individual or others and who, depending upon the type of appointing authority being used: (1) meets the experience and/or education requirements...; or (2) meets the criteria for appointment under one of the special appointing authorities for handicapped persons.

Reasonable Accommodation: ...may include, but shall not be limited to: (1) making facilities readily accessible to and usable by handicapped persons; and (2) job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, the provision of readers and interpreters, and other similar actions.

Undue Hardship: In determining...whether an accommodation would impose an undue hardship on the operation of the agency in question, factors to be considered include: (1) the overall size of the agency's program with respect to the number of employees, number and type of facilities, and size of budget; (2) the type of agency operation, including the composition and structure of the agency's workforce; and (3) the nature and the cost of the accommodation.

* Section 2. Employees who are temporarily incapacitated for the duties of their position may request reasonable accommodation for the duration of their incapacitation.

* Section 3. The Employer shall provide a sign language interpreter for Employer - required programs and grievance hearings whenever one is requested by the employee and effective communication can only be accomplished orally.

ARTICLE 51

SAFETY AND HEALTH

Section 1. The Employer shall provide and maintain safe and healthful working conditions on the premises and AFGE will cooperate to that end and encourage the employees to work in a safe manner. The Employer shall notify AFGE promptly of all (lost time) accidents that occur on the Employer's premises. Upon written request AFGE may be given a copy of the accident report.

Section 2. The Employer agrees that the safety and health of its employees shall be a high priority. The Employer agrees to establish an effective and comprehensive occupational safety and health program in accordance with Section 19 of the Occupational Safety and Health Act and Executive Order 12196.

Section 3. The Employer and AFGE agree to cooperate to prevent and/or minimize accident, injury and health hazards.

Section 4. The Employer in accordance with Section 19(a)(2) of the Occupational Safety and Health Act agrees to acquire, require and maintain at no cost to employees, all safety and personal protective equipment deemed appropriate by the Safety Manager.

Section 5. No employee shall be required in work in areas where conditions exist that are unsafe or detrimental to health without proper personal protective equipment and safety devices to be furnished by the Employer as determined by the line supervisor in consultation with the AFGE representative. In this connection the Safety Office and the Medical Officer may be requested to furnish assistance in such determinations.

Section 6. The Employer will take prompt action to abate any unsafe and unhealthful working conditions.

Section 7. Reorganized office floor plans shall be approved by the Fire Chief and the Safety Manager where appropriate, and submitted to AFGE for comment ten (10) days before implementation.

* Section 8. The Employer shall make provision for alerting hearing impaired (deaf) employees, when it is necessary to evacuate the work site.

Section 9. Fire extinguishers and fire alarm boxes shall be clearly displayed and readily accessible. Fire alarm tones will be audible and easy to distinguish.

Section 10. The Employer will maintain existing overhead street lighting around parking lots and parking areas near and next to on station office buildings when periods of total darkness occur during the hours of 0630 to 1730.

Section 11. The Employer shall maintain all commonly traveled walkways or sidewalks free of ice and snow and other obstacles.

* Section 12. The Employer agrees to attempt to maintain a minimum winter temperature of 65° F. and a maximum summer temperature of 78° F. throughout the administrative offices provided the resources and building structures permit. In the event that climatic conditions or architectural deficiencies preclude the maintenance of these temperatures, annual leave may be granted to employees who request it. Employees who become ill because these temperatures cannot be maintained shall be granted sick leave upon request provided they meet the regulations governing the use of sick leave. Administrative excusal may be granted for extreme conditions where the Employer is unable to provide any other appropriate relief.

* Section 13. The Employer agrees to provide safe and healthful working conditions in accordance with Occupational Safety and Health Act standards and have active and well-trained Occupational Safety and Health Committees established in accordance with provisions of E.O. 12196. The Employer will determine what, if any, training is required for members of the Occupational Safety and Health Committees. If it is determined by the Employer that training is required, the Employer will determine how and when such training will be accomplished.

Section 14. The Employer agrees that AFGE may select non-management representatives in a number equal to the number of management representatives on any Occupational Safety and Health Committees established in accordance with the provisions of Executive Order 12196.

Section 15. No employee shall be required to work alone in an area or on an operation jointly recognized by AFGE and the Employer as being hazardous.

Section 16. AFGE will be notified in advance of scheduled visits by Federal or Agency Safety Inspectors, Environmental Survey personnel, not employed by the Employer, and given the opportunity to have AFGE's representative on the ALMECH Safety Committee accompany such inspectors on tours of bargaining unit work areas. When an inspection is conducted in response to an AFGE representative on the ALMECH Safety Committee, AFGE will be given the opportunity to accompany the safety inspectors.

Section 17. The Employer agrees that in case of imminent danger, the Employer shall undertake immediate abatement and the withdrawal of employees not necessary for the abatement of the dangerous conditions.

Section 18. The Employer shall provide space indoors for lunch.

Section 19. The Employer shall furnish employees with special tools, safety clothing and gear necessary for performing work, foul weather gear for employees required to work outside in inclement weather, and clothing for employees assigned to dirty work. The type and need for special tools, safety clothing and foul weather gear will be determined by the Safety Officer. All employees having access to or working in a foot hazardous area must wear appropriate foot protection.

Section 20. Each employee shall have the option to choose sick leave or workman's compensation in cases of occupational illness or injury. The Employer will assist the employee in determining which option is most beneficial.

Section 21. The Employer shall make every effort to assign employees to limited duty when such need is substantiated by the Medical Officer and such work is available in any organizational element within the employing activity.

* Section 22.

a. To ensure the highest possible degree of safety, all employees engaged in foot-hazardous work will be required to wear approved foot protection while at work. Such foot protection will consist of either steel toe guards or safety shoes. Steel toe guards will be furnished by the Employer. Employees

may be reimbursed for one (1) pair of safety shoes annually to the maximum amount determined by the employing activity.

b. When employees are directed or invited by the Employer to enter a foot-hazardous area, the Employer shall offer bargaining unit members entering these areas the opportunity to wear steel toe guards. If steel toe guards are not available, the employee will be informed of the dangers associated with entering foot-hazardous areas without proper protection.

Section 23. The Employer will provide an annual voluntary Health Screening Program, consisting of but not necessarily limited to testing for hypertension, diabetes, obesity, tuberculosis, anemia, skin infections, hearing and pulmonary function at no cost to the employee. All employees shall be regularly informed of this right.

Section 24. Any employee, or a representative of such employee, may report orally or in writing to their immediate supervisor any practice or condition believed to be unsafe or unhealthful. Employees are encouraged to report the condition orally to their supervisor to assure prompt corrective action.

a. Employees may make anonymous written reports directly to the Safety Officer. These reports will be handled in a confidential manner and will receive the same treatment as those where the originator is identified.

b. The reporting procedures shall be in accordance with ALMECHINST 5100.13A, as amended.

c. There will be no reprisal or other punitive action taken against any employee originating a report of unsafe or unhealthful conditions.

* Section 25. Employees who experience eye strain from uninterrupted operation of CRTs may request reasonable amounts of temporary relief from operation of the terminal to perform other types of duties.

Section 26. The Employer shall provide initial transportation to a treatment facility for employees injured on the job and compensation for transportation for all subsequent examinations and treatments in connection with occupational injuries.

* Section 27. Where not prohibited by governing laws, rules or regulations, the Employer agrees to provide an indoor smoking area in each building where bargaining unit employees are assigned permanent duty stations, but only to the extent that it does not endanger life or property, or risk impairing non-smokers' health.

Section 28. The Employer shall maintain an Employee Assistance Program for employees who have difficulties with alcohol, drugs and other job impairing health or personal problems.

ARTICLE 52

GENERAL PROVISIONS

Section 1. The Employer agrees that when time standards, work measurements or other means are used to determine the length of time required to complete a job, AFGE shall have the right, upon request, to discuss the validity of the time standards.

Section 2. The Employer shall promptly notify employees who receive emergency telephone calls. Documents, notices, or letters of a personal nature sent to employees by management shall be in sealed envelopes marked to be opened by the addressee only.

Section 3. Information on special programs such as EEO or handicapped programs, and employee rights and complaint procedures should be regularly published in the ALMECH Bulletin.

* Section 4. All physical relocations resulting from reorganizations shall be processed IAW Article 52, Section 8.

Section 5. The Employer shall provide and maintain sanitary conditions for washrooms and locker facilities. Employees are encouraged to cooperate to keep the facilities neat and clean.

b. The Employer will provide board and shelter to essential personnel to continue their responsibilities and will consider granting adequate leave time to ensure the health and safety of their families.

Section 14. Written inquiries by employees to the Consolidated Civilian Personnel Office (CCPO) shall be answered as soon as possible.

* Section 15. The Employer will not be considered as a collection agency or become an arbitrator when the validity of a debt is questioned except in cases involving U.S. Income Tax liability, and legal obligations to provide child support and alimony.

Section 16. Except for third party hearings, there will be no listening or recording equipment allowed at any meeting or hearing between management and AFGE representatives/members of the exclusive bargaining unit.

Section 17. Any prior benefits, privileges, practices, and understandings which have been mutually acceptable to the parties which are not specifically covered by this Agreement shall not be changed without negotiations between the Employer and AFGE.

ARTICLE 53

GROUND RULES FOR I&I AND MID-TERM BARGAINING

* Section 1. Purpose: This contract provision establishes ground rules for mid-term bargaining, including impact and implementation bargaining and other bargaining necessitated because of matters raised by either party during the life of the current Negotiated Agreement.

* Section 2. Negotiating Committees

a. The teams for each party shall consist of not more than three (3) members including the Chief Negotiator. Team members shall normally be drawn from the activities specifically affected by the matter to be negotiated, i.e., SPCC, FMSO, DDMP, etc.

b. In those instances where the matter to be negotiated specifically affects two (2) or more signatories to the collective bargaining agreement, ALMECHINST, MMINST, etc., the teams may be expanded to include a member representing each signator for a maximum number of five (5), plus one (1) alternate and the Chief Negotiator.

c. The alternate member shall be permitted to attend all negotiations and caucuses.

d. No observers will be permitted to attend negotiating sessions or caucuses without the mutual consent of the parties.

e. The Chief Negotiator for each party will normally act as each team's spokesperson during negotiations. However, the Chief Negotiator may call upon any member of his or her team to speak on any matter arising during the bargaining session. In the interest of orderly conduct of the negotiating sessions, the parties agree that only one (1) person will speak at a time and then only when authorized by the party's Chief Negotiator.

* Section 3. Submitting Proposals

a. The proposing party will give the other fifteen (15) working day advance notice in writing of any matter involving personnel policies, practices or conditions of employment that are properly negotiable under 5 USC 7106.

b. Within this fifteen (15) working day advance notice period, the receiving party shall state in writing its desire to bargain and provide written proposals. Failure to respond as required within the fifteen (15) working day advance notice period will constitute a waiver of bargaining rights by the receiving party unless an extension of time to reply is requested. All reasonable requests for extensions of time shall be granted.

c. New proposals will not be permitted without mutual consent once initial proposals are received and negotiations are underway.

* Section 4. Time and Place of Bargaining Sessions

a. The parties shall normally commence negotiations no later than ten (10) working days after the proposing party receives initial written notice of intent to bargain and written bargaining proposals.

b. Bargaining sessions shall normally begin promptly at 0830 and conclude at 1130 on each scheduled bargaining day. Afternoon sessions, if scheduled by mutual consent, shall normally begin promptly at 1315 and conclude at 1530 on each scheduled bargaining day.

c. Negotiating sessions shall not be scheduled on days when the Chief Negotiator for either party is on approved leave, scheduled training, or TDY.

d. Changes in scheduled bargaining sessions and/or start and conclusion times may be made by mutual agreement of the parties' Chief Negotiators.

e. In the event of occasional absence by the Chief Negotiator of either party, another Chief Negotiator may be designated for that day's scheduled bargaining session, or the session may be cancelled by either party. A lengthy absence of the Chief Negotiator will require the appointment of an acting or new Chief Negotiator.

f. Negotiations will be conducted in a mutually suitable meeting room provided by the Employer with designated locations for caucuses.

g. Technical specialists or subject matter experts may be called into the negotiating sessions by either party, but only for the period of time their assistance is needed. Technical specialists or subject matter experts will be on official time for the period of time their assistance is needed.

* Section 5. Agreement

a. As discussion of a proposal is completed and agreed upon, the Chief Negotiators for each party shall indicate agreement by initialling and dating the item. The Employer will provide a copy of the initialed item to each party. When a proposal is initialed by both parties, it is considered closed and shall be re-opened only upon mutual consent.

b. Each party may keep its own record of the bargaining history of each proposal.

* Section 6. Procedures

a. Caucuses may be taken by either party at any time. The party asking to caucus shall leave the negotiating room and use the mutually agreed upon caucusing area(s).

b. In the event of any honest misunderstanding or error regarding alleged agreed upon items, the Chief Negotiators shall meet privately and make a sincere good faith effort to resolve the problem(s).

c. If agreement cannot be reached on any item properly before the parties at the initial bargaining session, this matter shall be tabled until the next scheduled session. Such tabled items will be considered at impasse if, after discussion during two subsequent bargaining sessions, no agreement is reached. Either party may then declare impasse and invoke mediation and, if necessary, impasse procedures under the rules and regulations of the Federal Mediation and Conciliation Service and Federal Services Impasse Panel, as appropriate, in accordance with Article 10 of this Agreement. The parties, when necessary, will jointly seek assistance from a Federal Mediator and will agree which party will contact the Federal Mediator for assistance.

* Section 7. Official Time:

a. Negotiating team members shall be on official time during scheduled negotiations when they are otherwise in a duty status provided they are employees of the bargaining unit that the Agreement applies to in accordance with 7131(a). Union observers must be in an approved leave status, except for the AFGE President, if, they are otherwise in a duty status.

b. Official time spent by the Union's negotiating team during scheduled bargaining sessions will not count against the 15% ceiling established in Article 11, Section 10 of this Agreement.

c. Upon management scheduling of a negotiating session, it shall be required that AFGE negotiating team members notify their supervisors of the times and dates of the negotiating sessions.

d. Use of official time to prepare Union proposals in other than negotiating sessions, shall be requested and approved in accordance with Article 11 of this Agreement.

* Section 8. Effective date of these Ground Rules: These ground rules may become effective upon mutual acceptance of the parties but not later than forty-five (45) days after the Negotiated Agreement is signed by the Union and Employer.

GLOSSARY

Unless specifically indicated otherwise in the text, the following definitions shall apply wherever these words or terms are used in this Agreement.

ACTIVITY: One or all of the parties to the Agreement(s) as identified in the Preamble.

AFGE: The American Federation of Government Employees, Local #1156.

BARGAINING UNIT, UNIT: A group of employees that the Employer has recognized and the Federal Labor Relations Authority, or its predecessor, has certified as appropriate to be represented by AFGE for the purpose of collective bargaining. There are five (5) separate units represented by AFGE at Mechanicsburg.

COLLECTIVE BARGAINING AGREEMENT: The written agreement(s) between the parties identified in the Preamble concerning working conditions or conditions of employment for bargaining unit employees. There are five (5) separate agreements contained herein and they are binding on their respective parties for a period of three years. They supersede local instructions.

COMPETITIVE SERVICE: Federal positions which are normally filled through open competitive civil service examinations which are subject to the rules and regulations of OPM.

CONDITIONS OF EMPLOYMENT: Personnel policies, practices and matters, whether established by rule, regulations, or otherwise, affecting working conditions except that it does not include policies, practices, and matters excluded by 5 USC 7103(a)(14).

CONFIDENTIAL EMPLOYEE: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor/management relations.

DISCUSSIONS (FORMAL): Discussions between management officials above the level of the first line supervisor and bargaining unit employees when these discussions involve personnel policies and practices and other matters affecting working conditions and the results of these discussions would affect other bargaining unit employees.

EMPLOYEE: An individual employed by one of the Employers who are parties to one of the Agreements contained herein except that it does not include a member of the uniformed services, a supervisor or management official, or any person who participates in a strike in violations of 5 USC 7311.

EMPLOYER: Those activities identified in the Preamble of the Agreements contained herein, including any individual person who has the authority to act on their behalf.

EXCEPTED SERVICE: Unclassified service, unclassified civil service, or positions outside the competitive service. These positions have been excepted from the requirements of the competitive service by law, Executive Order, or regulations of the U.S. Office of Personnel Management. Typical examples are positions filled under the provisions of the Veteran's Readjustment Act.

GRIEVANCES: A complaint by a Unit employee or AFGE concerning any matter not specifically excluded by the Agreement relating to the employment of any Unit employee or a complaint by any Unit employee, AFGE, or the Employer concerning the effect or interpretation or a claim of breach of the Agreement, or any claimed violation, misinterpretation or misapplication of laws or the Employer's rules and regulations affecting conditions of employment.

MANAGEMENT OFFICIAL: An individual employed by the Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Employer.

PROFESSIONAL EMPLOYEE: An employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital; requiring the consistent exercise of discretion and judgement in its performance; which is predominantly intellectual and varied in character; and which is of a character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or an employee who has completed courses of specialized intellectual instruction and study described above and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described above.

REPRESENTATIVE: The President of AFGE, Local #1156, the employee designated by the AFGE as the Chief Steward, and those employees appointed by the AFGE under the provisions of Article 11, of the Agreement.

SENIORITY: An employee's status in relation to other employees accorded to the employee's years of creditable service as determined by the Federal Service Computation Date.

STEWARD, SHOP STEWARD: The AFGE representative of a group of fellow employees who carries out duties of the AFGE within a major organizational element.

SUPERVISOR: An individual employed by an Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

TITLE VII: That portion of Public Law 95-454 dealing with Federal Service Labor/Management Relations.

UNFAIR LABOR PRACTICE: Any action as indicated in 5 USC 7116 by either the Employer or AFGE which interferes with, restrains or coerces any employee in the exercise of any right under Title VII.

WORK DAY (WORKING DAY): The period of the day during which an employee must be in an official duty status or account for the absence.

Deduction of AFGE Dues	14-1
Details	29-1
Development Program	22-1
Differential Pay	21-1
Disaster	52-3
Disciplinary Actions	34-1
Distribution of Material and Information	18-1
Duration of Agreement	1-1
EEO	24-1
EEO Complaint	37-4
Effective Date of Agreement	1-1
Employee Rights and Privileges	6-1
Environmental Differential Pay	21-1
Equal Opportunity	24-1
Forfeited Leave	40-3
Flexitime	19-1
General Provisions	52-1
Grade Steps	33-1
Grievances	37-1
Ground Rules for Handling Impasses	10-1
Ground Rules for I&I and Mid-Term Bargaining	53-1
Handling Impasses	10-1
Health and Safety	51-1
Health Screening Program	51-6
Hiring	4-1
Hours of Work	19-1

Ice and Snow on Walkways	51-3
Impasses	10-1
Information and Material Distribution	18-1
In-Grade Steps	33-1
Job Opportunity Announcements	32-1
Leave	40-1
Leave Without Pay	45-1
Letters of Reprimand	34-2
Management Jurisdiction	4-1
Management Relations	17-1
Material and Information Distribution	18-1
Maternity Leave	45-1
Membership on Boards and Committees	16-1
Military Quarters	46-1
Modification of Agreement	9-1
National Guard and Reserve Duty	19-4
Office Space	13-1
Official Time (Admin)	42-1
Outstanding Performance (In relation to RIF)	26-4
Overtime	20-1
Pay Increases	33-1
Payroll Deduction of AFGE Dues	14-1
Performance of Trainees	22-1
Performance Appraisals	31-1
Personnel Files	48-1
Position Descriptions, review of	30-1
Promotions	32-1

Preamble	iv
Privileges	6-1
Probationers	36-1
Procedures for Grievances	37-1
Prohibited Material on Base	49-4
Promotion	32-1
Promotion of Trainees	22-1
QSI and Achievement Awards	52-3
Quarters Adequacy	46-3
Ratings	31-1
Reasonable Accomodation	50-1
Reassignment	27-1
Reduction in Force	26-1
Relationship of This	
Agreement to Employees	
Regulations and Practices	7-1
Religious Compensatory Time	43-1
Renegotiation	1-1
Representation at Grievances and	
Hearings	5-2
Representation in Activities	11-1
Reserve and National Guard	19-4
Responsibilities, AFGE	5-1
Retention Classification Groups	26-2
Review of Position Descriptions	30-1
Rights and Privileges	6-1
Rights and Responsibilities	5-1
Rules and Regulations	4-2
Safety and Health	51-1
Salary Increases (GS)	33-1
Separation of Probationers	36-1
Shift Assignments	19-1
Sick Leave	41-1

Smoking and Non-Smoking Areas	51-7
Subjects for Negotiation	8-1
Telephone Listing of AFGE Officers	12-1
Telephone Use	47-1
Temperature in Work Areas	51-3
Temporary Assignments	29-1
Training	22-1
Travel	46-1
Unacceptable Performance	31-11
Unfair Labor Practices	39-1
Union Membership, Rights to Join	6-1
Union Representatives	11-1
Vehicle Related	49-1
Vice Presidents	11-1
Within Grade Salary Increases	33-1
Witnesseth	v
Work Hours	19-1
Working Conditions	51-3

Joint Labor/Management
Negotiating Committees

MANAGEMENT COMMITTEE

F. Baillie	DDMP
G. Grimes	SPCC
W. Lavage	SPCC
G. Linnen	FMSO
E. Lukanuski	FMSO
C. Nye	DDMP

AFGE COMMITTEE

E. Burt-Hedrick	FMSO
R. Ditzler	NPPSDO
B. Cook	NSLC
P. Edgerton	DDMP
S. Giardullo	FMSO
T. Hayes	SPCC
H. McKissick	SPCC
K. Miller	DDMP
D. Morrill	SPCC
A. Novak	FMSO
T. Planavsky	NSLC
D. Robinson	DDMP
S. Sheetz	SPCC
D. Welling	FMSO (Retired)
W. Zdankiewicz	SPCC