

LABOR-MANAGEMENT AGREEMENT

BETWEEN

LETTERKENNY ARMY DEPOT

AND

NFFE LOCAL 1442

LABOR-MANAGEMENT AGREEMENT

between

LETTERKENNY ARMY DEPOT

and

NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1442

## AGREEMENT TO NEGOTIATE

Section 1. PURPOSE. To establish principles and ground rules considered necessary and desirable to reduce potential areas of conflict and dispute during the conduct of negotiations for a collective bargaining agreement between the negotiating parties. This agreement is entered into, by and between Headquarters, Letterkenny Army Depot, hereinafter referred to as the "Employer", and Local 1442, National Federation of Federal Employees, hereinafter referred to as the "Union".

Section 2. The negotiating team for the Employer will regularly consist of not more than two members, including a chief and an alternate chief negotiator. The chief and alternate chief negotiators will have the authority for the Employer to negotiate and to approve individual, negotiated articles. With advance notice to the Union, the negotiating team for the Employer may include an additional member, a subject matter expert, to provide input on individual articles under consideration. The subject matter expert will not serve as a regular member of the negotiating team.

Section 3. The negotiating team for the Union will regularly consist of not more than three members, including the chief, alternate chief negotiator, and negotiating team member. The negotiating team will consist of:

Chief Negotiator  
Alternate Chief Negotiator/Negotiating Team Member  
Negotiating Team Member

- a. In addition, <Personal Information/Name Redacted> will serve as alternate negotiating team member. She will be seated at negotiating sessions only when a team member is absent from duty or when a team member's supervisor determines that a compelling work requirement must preclude the participation of the team member in a negotiating session.
- b. In the absence of <the Chief Negotiator>, only <the Alternate Chief Negotiator> can serve as chief negotiator. If neither <of

these Negotiators> are available, the session will be canceled for that day.

- c. Upon advance notice to the Employer, the negotiating team for the Union may include an additional, subject matter expert to provide input on individual articles under consideration. The subject matter expert will not serve as a regular member of the negotiating team.

Section 4. Each party is entitled to have one observer present during negotiating sessions. Observers will not participate in negotiations.

Section 5. Negotiating sessions will be held at Letterkenny Army Depot, in facilities provided by the Employer, each week on Tuesday, Wednesday, and Thursday from 0900 - 1530. Smoking will not be permitted during negotiating sessions. Individual sessions may be cancelled upon one working days' notice by either party. Either party may caucus as necessary. The sessions may be adjourned when a lengthy caucus is anticipated. Employees serving as members of the negotiating teams will return to their workplace immediately following the end of a negotiated session if at least 30 minutes remain in the employee's scheduled workday.

Section 6. Each party is responsible for maintaining its own record of the negotiating sessions and may utilize the services of a stenographer and/or use a tape recorder to record the proceedings. Publicity to the press or other commercial communications media will be released only when jointly agreed upon by both the Employer and the Union.

Section 7. The parties will alternatively select a specific article to be negotiated. Negotiations on a particular article may be deferred at the request of either party. If an article scheduled for negotiation is deferred at the request of the non-selecting party, the party selecting the article may select the next article for negotiation. The party selecting an article will chair the negotiating session during consideration of that article. Each party will inform the other, not later than the end of each negotiating session, of the specific articles they will be prepared to negotiate at the next, scheduled session.

Section 8. Negotiations will be conducted by the Chief Negotiators. Other members of the teams may address the group only when permission has been granted by the respective team chief. Chief Negotiators are responsible for maintaining order on their respective teams. Other members on the teams may pass notes to the spokesman or may request a caucus.

Section 9. When an article or proposal has been agreed to by both parties, it will be initialed by the Chief Negotiators for both teams. Articles will not be considered agreed upon until the entire article has been initialed. Initialed articles may be opened by mutual consent of both parties until such time as the entire agreement has been signed by the President, NFFE Local 1442, and the Commander, Letterkenny Army Depot.

Section 10. If a party considers a proposal nonnegotiable or unacceptable, it will so state for the record, giving specific reasons why. When the Employer indicates a proposal is nonnegotiable and the Union disagrees, the issue will be referred through channels to Headquarters, Department of the Army. If the Union disagrees with the determination made by the Department of the Army, it may appeal that determination to the Federal Labor Relations Authority as provided in Part 2424 of the Authority's rules (5 C.F.R. Part 2424).

Section 11. Definition of an impasse for the purpose of this agreement shall be "The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiations process." When impasse has been reached on any particular article or proposal, the following procedures will be observed.

- a. The issue will be tabled to provide a cooling off period and to allow negotiations on other issues. The cooling off period will be seven calendar days unless otherwise mutually agreed upon.
- b. During the cooling off period, any or all of the following solutions may be attempted.
  - 1) Both parties may develop additional data and facts in support of their positions.
  - 2) Either party may adopt other appropriate measures to remedy the situation.

- c. During a cooling off period, both the Employer and the Union will review their respective positions to seek areas where modification and accommodation can be made.
- d. When previous action fails to resolve an impasse, either or both parties may seek assistance from the Federal Mediation and Conciliation Services (FMCS). When the services of the FMCS fail to resolve an impasse, either party may request the Federal Service Impasse Panel (FSIP) to consider the matter. The FSIP, at its discretion and under the regulations it prescribes, may consider the matter and may recommend procedures to the parties for the resolution of the impasse, or may settle the impasse by appropriate action. Arbitration or third party fact finding with recommendations to assist in the resolution of an impasse will be used by the parties only when authorized or directed by the FSIP.

Section 12. Duly designated Union negotiators who are members of the bargaining unit covered by this agreement will be authorized official time as covered in Title 5, U.S. Code, Section 7131(a), for serving as Union representatives in the negotiations performed under this agreement. No overtime pay or compensatory time off is authorized for the performance of union representational duties. No entitlement to travel pay or per diem will be incurred by the performance of Union representational duties. The observer for the Union will not be authorized official time to serve as observer.

Section 13. It is agreed that, upon completion of negotiations, 21 calendar days will be allowed for final preparation of the agreement by the employer and review by each party. An extension of this review preparation time may be granted by mutual agreement. Upon completion of the review/preparation period, the teams will reconvene to approve any corrections and to sign the agreement. The Commander, Letterkenny Army Depot, executes the agreement subject to post audit review and approval by the major command as outlined below.

Section 14. The executed agreement will be forwarded through Headquarters, Depot Systems Command, to Headquarters, Army Materiel Command, for post audit review and approval for legal and regulatory compliance. Upon receipt of any legal or regulatory changes identified as a result of this review, the Employer will provide the Union the necessary corrections and cite the legal and/or regulatory basis for such changes. The parties will then meet within seven calendar days after the proposed corrections are provided the Union for the purpose of negotiating the necessary corrections. If there

are no corrections identified, the contract, as executed, is considered approved and will go into effect as specified in Section 7114(c) (1), (2), and (3), Title 5 U.S. Code.

Section 15. This Agreement to Negotiate is effective immediately upon signing and will apply to negotiations leading to the basic agreement and to the negotiations of any memorandums or changes thereto made during the life of the basic agreement.

FOR THE EMPLOYER: Chief Management Negotiator

FOR THE UNION: Chief Union Negotiator

Dated: 01/25/1989

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## PREAMBLE

This Agreement is made and entered into by and between Letterkenny Army Depot, the U.S. Army Test Measurement and Diagnostic Equipment Support Center - Letterkenny Army Depot, and the U.S. Army Information Systems Command-Letterkenny, hereinafter referred to collectively as the Employer, and Local 1442 of the National Federation of Federal Employees, hereinafter referred to as the Union, pursuant to the policy set forth in Chapter 71, Title 5, U. S. Code, the Federal Service Labor-Management Relations Statute. Accordingly, this Agreement and such amendments as may be agreed upon hereafter from time to time together shall constitute a collective bargaining agreement between the Employer and the Union.

The term "Commander" when used throughout this agreement refers to the Commander, Letterkenny Army Depot; the Director, U.S. Army Information Systems Command - Letterkenny; and/or the Chief, U.S. Army Test Measurement and Diagnostic Equipment Support Center - Letterkenny, whichever is appropriate.

The Civilian Personnel Officer, Letterkenny Army Depot, is the principle point of contact for the Employer on labor-management relations matters. It is understood that the Civilian Personnel Officer (CPO) and those delegated to act for him/her are authorized to act for the command in the administration of this Agreement. It is further understood that the Employer and the Union share equal responsibilities in the administration of this Agreement.

ARTICLE 1  
PURPOSE

The purpose of this Agreement is to promote the efficient administration of the Federal Service and well-being of the employees. The parties to this Agreement recognize that this goal can be advanced through mutual understanding achieved through collective bargaining on appropriate matters. Accordingly, the Employer and the Union agree to establish appropriate machinery, as herein provided, for joint consultations and agreement on the following:

- a. The promotion of employee-management cooperation in order to insure employee participation in the formulation of personnel policies and procedures;
- b. Orderly procedures, including arbitration, for disposition of employee grievances and the adjustment of other disputes;
- c. Such other matters as may be dealt with through the collective bargaining process.

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
BOSTON REGION

U.S. DEPARTMENT OF THE ARMY  
LETTERKENNY ARMY DEPOT  
CHAMBERSBURG, PENNSYLVANIA  
(Activity/Petitioner)

and,

NATIONAL FEDERATION OF FEDERAL  
EMPLOYEES  
LOCAL 1442  
(Labor Organization/Intervener)

and,

NATIONAL FEDERATION OF FEDERAL  
EMPLOYEES  
LOCAL 1429, AFL-CIO  
(Labor Organization/Intervener)

CASE NO. BN-RP-01-0019

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify an existing bargaining unit of certain nonprofessional General Schedule employees of the U.S. Department of Army, Letterkenny Army Depot, Chambersburg, Pennsylvania as initially recognized in 1965.

On September 18, 2001, the Regional Director issued a Decision and Order on Petition finding that the nonprofessional General Schedule unit should be clarified by including in that unit nonprofessional General Schedule employees of the Wholesale Supply Support Division within the Directorate of Public Works, Letterkenny Army Depot.

No timely application for review having been filed with the Authority, pursuant to the authority vested in me as Acting Regional Director.

I ORDER that the nonprofessional unit represented by the National Federation of Federal Employees, Local 1442, is clarified to read as follows:

Included: All nonprofessional General Schedule employees of the Letterkenny Army Depot, Chambersburg, Pennsylvania, including all nonprofessional General Schedule and Wage Grade employees of the Test, Measurement and Diagnostic Equipment Support Center employed at Letterkenny Army Depot, also including all nonprofessional General Schedule employees of the Wholesale Supply Support Division within the Directorate of Public Works, Letterkenny Army Depot.

Excluded: Employees engaged in Federal personnel work in other than a purely clerical capacity, fire fighters, guards, management officials, and supervisors as defined by the Statute, and employees of all other tenant agencies of Letterkenny Army Depot.

Dated: December 4, 2001

Signed by: Acting Regional Director, Boston Region

ARTICLE 2  
BARGAINING UNIT

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees described in Section 2 of this Article.

Section 2. The Unit to which this Agreement is applicable is composed of all nonprofessional General Schedule employees of Letterkenny Army Depot, Chambersburg, Pennsylvania, including all nonprofessional General Schedule employees of the U.S. Army Area Test Measurement and Diagnostic Equipment Support Center - Letterkenny and the U.S. Army Information Systems Command - Letterkenny, excluding employees engaged in Federal personnel work in other than a purely clerical capacity, fire fighters, guards, management officials, and supervisors as defined by the Statute, and employees of all other tenant agencies of Letterkenny Army Depot.

ARTICLE 3  
DEFINITIONS

Section 1. The following definitions of terms used in this Agreement shall apply:

- a. Adverse Action. A removal, suspension for more than 14 days, furlough for 30 days or less, or involuntary reduction in grade or pay.
- b. Arbitration. A process used when a decision on a grievance, processed under the negotiated grievance procedure, is not acceptable.
- c. Disciplinary Action. Any written reprimand or suspension of 14 days or less that is filed in the employee's official personnel folder or otherwise documented.
- d. Grievance. A request for adjustment relative to a matter of concern or dissatisfaction regarding personnel policies, working conditions and environment, or relationships with agency supervisors and officials including disciplinary actions not covered under a statutory appeals procedure.
- e. Impasse. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
- f. Negotiability Dispute. A disagreement between the parties as to the negotiability of an item.
- g. Union Official/Union Representative. Any accredited National Representative of the Union, the duly elected or appointed officials of the Local, including stewards.
- h. Upward Mobility. A program to insure full use of underutilized employees and the development of lower level employees with potential for higher level duties.

ARTICLE 4  
PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level. When used in this Agreement, the term "agency" means the Department of the Army.

ARTICLE 5  
CONSULTATION AND NEGOTIATION

Section 1. Both parties to this Agreement have the responsibility of conducting their negotiations and consultation in good faith and otherwise in such manner as will further the purposes of the Federal Service Labor-Management Relations Statute. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement. For the purpose of this Agreement, the following definitions will apply:

- a. Consult - The Employer will inform the Union of what it proposes to do and will solicit the Union's views and consider the Union's views in reaching a final decision on actions to be taken. Failure of the Union to respond will be considered acceptance of the proposed change or implementation.
  
- b. Negotiate - One or both parties provide the other with written proposal(s). The other party(ies) may make counterproposals. The parties then meet and bargain in a good faith effort to reach a mutual agreement. Negotiations will be conducted in accordance with the Agreement to Negotiate located at the front of this Agreement. (Note: For purposes of this Agreement, the terms "meet and confer" and "negotiate" are synonymous and have the same meaning.)

Section 2. The parties agree that, during the negotiations which led to this Agreement, the Union and the Employer each had the right and the opportunity to make demands and proposals with respect to conditions of employment for bargaining unit members. However, it is understood that neither of the parties can anticipate all problems which may require changes and the need to negotiate such changes. The Union therefore agrees that the Employer may make changes to conditions of employment, provided that such changes are not inconsistent with the terms of this Agreement. The Union will be consulted as provided in Section 1a of this Article. If, during their review of the proposed changes, the Union determines that there is significant impact on conditions of employment of bargaining unit members, the Union may, at their option, request negotiations on the proposed changes. The Union's request for negotiations must be received in the Management-Employee Relations (MER) Branch of the Civilian Personnel Office (CPO) within (10) calendar days of receipt of the notification of the proposed change(s) by the Union and must identify the significant impact and contain a proposal. The parties will meet within 10 days of the Employer's receipt of the Union's proposal to discuss the matter and set a schedule for further negotiations if the matter cannot be resolved in one meeting. Failure

of the Union to respond with a proposal within 10 calendar days of receipt of notification will be considered acceptance of the proposed change(s) and implementation.

Section 3. The Employer agrees to consult (as defined in Section 1a) the Union prior to publishing any Letterkenny Army Depot (LEAD) regulation which directly impacts upon conditions of employment of bargaining unit members. If, during their review of such proposed regulations, the Union determines that there is a significant impact upon bargaining unit members, the Union, at their option, may request negotiations. The Union's request for negotiations must be received in the MER Branch of CPO within 10 calendar days of receipt of the notification by the Union and must identify the significant impact and contain a proposal. The parties will then meet within 10 calendar days of the Employer's receipt of the Union's proposals to discuss the matter and set a schedule for further negotiations if the matter cannot be resolved in one meeting. Failure of the Union to respond within 10 calendar days of receipt of notification of the proposed regulation by the Union will be considered acceptance of the proposed regulation and its implementation.

Section 4. It is agreed that the following procedures will apply to changes in the provisions of this Agreement and/or to changes in conditions of employment of members in the bargaining unit when such changes result from new regulations or other directives from appropriate authorities outside Headquarters, LEAD:

- a. The Employer will provide the Union with written notification of the proposed change(s) or implementation and will request the Union's views.
- b. The Union will, within 10 calendar days, either inform the Employer in writing of the Union's views on the proposed change(s) or implementation or the Union will request negotiations. A Union request for negotiations must be received in the MER Branch, CPO, within 10 calendar days of receipt of notification by the Union and must identify the significant impact(s) on bargaining unit members and contain the Union's proposal(s). The parties will meet within 10 calendar days of the Employer's receipt of the Union's proposal(s) to discuss the matter and set a schedule for further negotiations if the matter cannot be resolved in one meeting. Failure of the Union to request negotiations or respond in writing within 10 calendar days will be considered acceptance of the proposed change(s) or implementation.

- c. The parties agree that if the Union either exercises the option to consult (responds in writing without requesting negotiations) or does not respond at all as provided in Section 4b above, negotiations are waived on the specific change(s) or implementation. This waiver shall be for the life of the Agreement unless the parties subsequently mutually agree to negotiate the issue as provided in Section 6 of this Article.

Section 5. Amendments to this Agreement may be required due to changes in applicable law, Executive Order, regulations or policies of appropriate authority (government-wide rules or regulations). In such an event, the parties will meet within 30 days after receipt of the implementing instructions for such changes to negotiate new language to satisfy the mandatory requirements.

Section 6. Negotiations may be opened for amendment(s) to this Agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the proposed amendment(s). The parties will meet within 30 calendar days after receipt of such proposed amendment(s) to discuss the matter(s) involved. If the parties mutually agree that negotiations are warranted on the proposed amendment(s), such negotiations will be conducted in accordance with the Memorandum of Agreement for Negotiation of a Collective Bargaining Agreement, located at the front of this Agreement.

Section 7. The timeframes in this article may be extended in individual situations by mutual agreement of the parties. Requests for extensions from the other party must be made in advance of the deadline.

Section 8. When agreement cannot be reached in three meetings of direct negotiations concerning any negotiable item, or resolved by referral to higher authority within the Department of Army or the National Office of the National Federation of Federal Employees, impasses will be submitted to the Federal Mediation and Conciliation Service to bring the parties to an agreement. When a negotiation impasse remains unresolved despite the efforts of the Federal Mediation and Conciliation Service, the issues involved may be referred to the Federal Service Impasses Panel by either or both parties.

ARTICLE 6  
EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Management officials of the agency retain the right, in accordance with applicable laws, to (1) determine the mission, budget, organization, number of employees and internal security practices of the agency; (2) hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (3) assign work, make determinations with respect to contracting out and determine the personnel by which agency operations shall be conducted; (4) make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and (5) take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this article shall preclude the Employer and the Union from negotiating:

- a. 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 the technology, methods and means of performing work.
- b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. The Employer agrees to inform all new employees that the Union is the exclusive representative of the employees in the unit and provide a current copy of the Labor-Management Agreement to new unit employees during orientation. The Employer agrees to provide in January and June of each year current listings of new bargaining unit employees to include names and employee cost centers.

ARTICLE 7  
UNION REPRESENTATION RIGHTS AND DUTIES

Section 1. Under the terms of this Agreement, the Union is the exclusive representative of all eligible employees of the established Unit. As a condition of this right of exclusive recognition, the Union accepts responsibility for and agrees to represent in good faith the interests of employees without discrimination and without regard to membership in the Union.

Section 2. The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees concerning any grievance, personnel policy or practice or other general condition of employment.

Section 3. The Union shall be given the opportunity to be represented at any examination of an employee by the Employer in connection with an investigation if (a) the employee reasonably believes that the examination may result in disciplinary action against him/her; and (b) the employee requests representation. It is understood, however, that the Employer has no obligation to bargain with any Union representative who may be permitted to attend the investigatory examination; however, the views and/or opinions of the representative will be heard.

Section 4. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and Chapter 71, Title 5, U. S. Code pertaining to employee rights and labor-management relations, or against any employee for filing a complaint or acting as a witness under this Agreement or applicable regulations.

Section 5. Internal Union business such as solicitation of membership, collection of dues, election of officers, Union meetings, and posting or distribution of Union literature will not be permitted during the official duty hours of employees involved but is permitted before and after scheduled work shifts and during lunch periods. Upon request and subject to normal security limitation, the Union shall be granted authority to conduct a membership drive twice per calendar year for maximum periods of 30 calendar days. Upon request, the Employer will provide the Union with tables and chairs, if available, for use in such drives. None of the above shall interfere with the work of the activity.

Section 6. The Employer will recognize the duly elected Union officers and officials/representatives designated by the Union. The Union will keep the Employer advised, in writing, of the names of its officers and authorized stewards, including their designated area of representation, which shall be posted by the Employer on official bulletin boards.

Section 7. The Employer recognizes that the employees may be elected or appointed as a delegate to a Union convention or other such function which necessitates an absence from the activity for periods not to exceed two weeks. In this regard, these employees may request annual leave or LWOP to cover such absences.

Section 8. The Employer will recognize representatives of the National Federation of Federal Employees (NFFE) National Office. The Union agrees to notify the employer in advance of visits or representations to be made by representatives of the NFFE National Office.

Section 9. In the interest of good faith bargaining, the Union and Employer further agree to inform each other if any outside referral is made. This is not to prevent the Union and Management from seeking guidance from higher authority within their command channels. The point of contact before outside referral for Management is the Commanding Officer, or in his absence, the Civilian Personnel Officer, and for the Union, the President.

Section 10. The President of the Union or his/her duly authorized representative will be the spokesperson for the Union and shall have the right to consult and negotiate with management on matters covered by this Agreement.

Section 11. The Employer agrees to recognize the Union stewards authorized by the Union. The number of stewards shall be the minimum number required in order to insure that each employee in the Unit shall have access to a steward on his/her work shift. Stewards shall be employees of the Unit. The Employer will consult with the Union if the number of stewards appointed appears to be excessive or insufficient and the Union agrees in turn to give bona-fide consideration to the views of the Employer.

ARTICLE 8  
EMPLOYEE RIGHTS

Section 1. Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Chapter 71, Title 5, U. S. Code, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of and organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 2. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulations, or policy of the agency. However, this provision does not entitle employees to disclose classified and/or sensitive information to unauthorized persons.

Section 4. The Employer shall not discipline or discriminate against any employee because he has filed a complaint or given testimony under Section 7116, (unfair labor practices), Title 5, U. S. Code. However, the disclosure of classified and/or sensitive information to unauthorized persons is prohibited, and any such disclosure may warrant and result in appropriate disciplinary action.

Section 5. The parties agree that an employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of employees to conduct their private lives as they deem fit. In this regard, employees shall have the right to engage in outside employment without the requirement to report such activity, except as required by law or regulations, and provided the activity

does not interfere with the performance of their Government duties or otherwise adversely affect the efficiency of the Federal service.

Section 6. Employees of the Unit are entitled to Union representation at any examination which may result in a disciplinary action, (except for discussions related to the Performance Management System where provisions of Article 39 and 41 apply) and will not be required to attend such examination until the representative is present, if the employee requests such representation.

Section 7. Employees of the unit may be represented by the union when presenting a grievance under the provisions of Article 42.

Section 8. Employees will have the right to privacy during discussions or counselings concerning PMS ratings, disciplinary actions, leave usage, or any other working conditions or personnel matters initiated by the employee or the employer.

ARTICLE 9  
UNION-MANAGEMENT COOPERATION

Section 1. The Union shall have the responsibility to present its views to the Employer, and the Employer to the Union, in writing, on any matter of concern which is appropriate for consultation in accordance with this Agreement; and, if either party requests, the parties agree to meet promptly in an effort to resolve the matter which created the concern. The matter giving rise to the need for a requested meeting will be specified in advance.

Section 2. The Employer and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of manpower, materials, supplies, and equipment; the improvement in quality of workmanship and service: the maintenance of effective supervisor-employee communications; the maintenance of an atmosphere in which every employee can give a day's work for a day's pay; the judicious use by employees of sick leave, the correction of conditions making for grievances and misunderstanding: the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morale in the service.

Section 3. The Employer will consider the appointment of a Union representative to those officially designated committees dealing with matters affecting the safety and welfare of employees. Where Union representation is equally applicable to other LEAD Unions having exclusive status, the several local Unions will collectively recommend an employee for membership.

ARTICLE 10  
OFFICIAL TIME

Section 1. The conduct of representational business as set forth in this Agreement shall normally be conducted during duty hours. Every effort will be made by management to schedule meetings required by this Agreement within the normal duty hours of the employees and union representatives involved.

Section 2. Labor-management business authorized by this Agreement is as follows:

- a. Receive, investigate, prepare and present grievances and employee replies to adverse actions.
- b. Prepare and present arbitrations, appeals, and MSPB proceedings. Official duty time is limited to not more than two representatives. To be considered as a representative, the employee must actively participate as a representative or be the principal assistant (one only) to the Union/employee representative. Other Union representatives or observers must be in a non-duty status.
- c. Attend formal discussions between management officials and employees concerning personnel policies and procedures, and general conditions of employment.
- d. Represent an employee during an examination by the Employer in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against him/her and (2) the employee request representation.
- e. Prepare for and participate in negotiations in accordance with established ground rules.
- f. Participate in Employer/Union meetings and consultations.
- g. Attend New Employee Orientation.
- h. Attend formal discussion between management and employees concerning grievances when the aggrieved employee does not have the Union represent him/her.
- i. Perform any other representational function where official time is authorized pursuant to and consistent with applicable statutes, regulations, executive orders and provisions of this agreement, e.g., discrimination complaints.

### Section 3. Requesting and Accounting for Official Time

- a. When Union representatives are required to leave their duty stations to engage in authorized labor-management business, they will orally request permission from their supervisors. Representatives will indicate the area they intend to visit, the estimated time of return, and the general nature of the labor-management business in accordance with Section 2 of this article.
- b. Permission for the representative to engage in authorized labor-management business on official time will be dependent upon the exigencies of the work required to be performed in the assigned duty area and the reasonableness of the amount of time requested. If permission cannot be granted due to the exigencies of the work, the supervisor will attempt to reschedule the official time as soon as possible following the denial of the representative's request (normally within two workdays).
- c. When entering a work area to meet with a grievant or other employee in carrying out representational activities, the Union representative will notify the supervisor in that work area prior to his/her arrival and will indicate with whom he/she wishes to speak. An area suitable for private conversation will be provided insofar as the work area or facilities allows.
- d. Union representatives will conduct their representational business with dispatch in order to minimize their time away from their duty stations. In the event the representative's business cannot be concluded within the approved period of absence, the representative will contact his/her supervisor to request additional time and will be governed by the supervisor's direction. The decision will be based upon workload requirements and the reasonableness of the additional time requested. It is recognized that there will be occasions such as union-management meetings when representatives cannot submit requests in advance.
- e. Upon returning to their duty stations, representatives will provide a completed copy of an official time reporting form to the supervisor detailing the amount of time used and the nature of the union business. The original copy will be maintained by the Union.
- f. When a representative's use of official time appears to be excessive, a discussion concerning official time utilization shall be conducted in the presence of a representative of the Management-Employee Relations Branch and the Chief Steward of the Union.

Section 4. Grants of Official Time

- a. It is agreed that the Union president and chief steward shall be authorized a reasonable amount of time during duty hours to perform official representational duties that are necessary to properly represent the interests of all bargaining unit members and to carry out the provisions of this Agreement.
- b. All other officers and stewards shall be authorized reasonable amounts of official time for representational duties. When the use of time appears to be excessive, e.g., 7.5% of available work time (computed biweekly), the provisions of Section 3.f above will apply.
- c. Time spent in meetings called by management and in negotiations shall not be counted in this determination.

Section 5. Upon request, the Union will be granted authority conduct a voter registration drive yearly. It will not to exceed 45 days in duration.

Section 6. It is understood that the day-to-day interpersonal relationships between the steward and assigned cost center(s) supervisors, in the same geographic work area, discussing working conditions and contract administration will not be considered official time. When these interpersonal relationships involve a third party for grievances, disciplinary actions, etc., this time will be considered official time.

## ARTICLE 11 HOURS OF WORK

Section 1. Administrative workweek is a period of seven (7) consecutive days beginning at 0001 on Sunday and ending at 2400 the following Saturday. The administrative workweek consists in total of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day and the days within an administrative workweek when an employee is required to perform duty on a regular, repetitive basis.

Section 2. The normal basic tour of duty will consist of five consecutive eight (8) hour workdays, Monday through Friday. Standard day shift tour of duty is 0730 to 1615 hours. It is agreed that the Employer reserves the right to establish or change tours of duty as deemed necessary to insure efficient operations and accomplishment of assigned missions. However, except for bona-fide emergencies, no change in established tours of duty or hours of work for an entire cost center work group shall be made without prior consultation with the Union.

Section 3. The days and shift hours of shift employees' basic workweek may be changed, provided the employee receives as much advance notice as possible. In this regard, if management has knowledge of the need for a change in days and or shift hours two weeks or more in advance of the administrative workweek requiring such change, a 14 calendar day notice will be given whenever possible to the employees affected by such change. If management's lead time is less than 14 calendar days in advance of the administrative workweek requiring such change, a shorter notice period will be acceptable. Such notification is not required in emergency situations or when the employee gives his consent. Shift hours may be changed as necessary to permit an employee or Union representative to participate during duty hours in grievances, appeals, hearings and fact findings.

Section 4. Employees on the regular day shift shall have a 30 or 45-minute unpaid lunch period. A 30-minute unpaid lunch period will be scheduled for the second and third shifts. Variations from the established time for lunch may be made to suit special workload requirements. When such changes affect an entire cost center/work group, the Union will be notified and provided the reason for such change prior to the day such change is needed. The regular lunch period shall not begin earlier than three hours after the start of the shift or terminate later than three hours before the end of the shift.

Whenever 24-hour around-the-clock operations on a 3-shift basis is the mode of operation and end-for-end shifts are feasible, a 20-minute paid lunch period will be provided. It is agreed that under these circumstances, workers will stay at or near their work stations.

Section 5. All volunteers for night shift work, providing their classified skills qualify them for the work to be done, will be utilized first. In the event there are not enough qualified volunteers, selections will be made of qualified employees in the inverse order of their standing on the retention register. Retention standing shall be determined on the basis of total creditable Federal service plus additional years based on the employee's three most recent performance ratings of record. The employee with the least retention shall be chosen first, etc. In the event there are more volunteers than needed within any specified grade or skill, the manner in which employees are to be selected shall be fair and equitable. Once employees are voluntarily assigned to a night shift, their assignment will not usually be disturbed except by request, or there is no longer a need for their services on the shift. Frequent changes, particularly from day to night work, will be kept to a minimum.

Section 6. Upon written request, employees assigned to the second, third, and/or split shift will be considered for transfer to day shift vacancies in the same division and to the same grade, title and series. The Employer agrees that, when organizationally possible and where there is more than a one shift operation and management determines to fill a permanent position vacancy, employees in like positions on the second, third and/or split shift with a written request on file will be offered the vacant position prior to a vacancy announcement being prepared. In such cases when an employee is identified to fill such vacancy, the vacancy may be announced on the shift such employee would leave. To utilize the procedures established in this section; an employee must have at least one continuous year of service on the second, third and/or split shift in the identified position. Where multiple requests are on file, consideration for transfer will be based on employee's standing on the retention register. Personal hardship requests will be handled on a case by case basis.

Section 7. The Union and the Employer agree that implementation of the procedure agreed to in Section 6 of this Article will not restrict the Employer's ability to fill vacancies on the day shift through merit promotion.

Section 8. It is understood that employees on T.D.Y. will be governed by the hours of the work prevalent at the T.D.Y. duty station.

Section 9. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees for personal hygiene purposes to remove toxic and other hazardous or objectionable substances at the end of the workday.

Section 10. Flexitime

a. General. Employees in the unit will coordinate their hours of work with their supervisors.

b. Definitions.

- (1) Flexitime: A system of work scheduling which splits the workday into two distinct kinds of time - core time and flexible time.
- (2) Core time: That portion of the workday during which all employees must be present for work. Core time will be 0900 - 1430 hours.
- (3) Flexible time: Portions of the workday during which the employee has the option to select and/or vary starting and quitting times will be between 0600 and 0900 (at 30 minute intervals) for starting time and 1430 and 1800 for quitting time.
- (4) Flexitour: The employee's assigned schedule following his/her selection of a starting time within the established flexible time band. The schedule is the employee's tour of duty until another schedule is approved by the supervisor.
- (5) Operational hours: The normal hours of operation during which employees must be available to carry on the work of the organization. Operational hours are normally from 0730 to 1600 hours. Operational hours may be changed by activity directors with prior notification to the Union. Operational hours do not apply to second and third shifts.

- (6) Starting time: The half hour increments (30 minutes) from 0600 to 0900 hours that employees may begin their tours of duty.
- (7) Workday: An eight hour period excluding the unpaid lunch period.

c. Procedures.

- (1) Each employee will consider the requirements and responsibilities of their job assignments, and overall mission accomplishment in selecting a flexible tour of duty.
- (2) Supervisors will review employee requests considering the employee's desires so far as practicable in assuring that job and overall mission requirements are met. Supervisors will also determine the amount of employee coverage needed during operational hours and will ensure that adequate coverage is maintained. Approval will be granted provided the employee's request does not interfere with the accomplishment of the mission and is not determinative of the numbers, types, and grades of employees or positions assigned during the operational hours of the activity.
- (3) When employee preferences do not yield sufficient coverage during operational hours and, as a consequence, an employee's flexitour request cannot be approved, the supervisor will discuss the need for a different tour of duty with the affected employee. If the supervisor and employee are unable to arrive at a mutually agreeable tour of duty, the tour of duty shall be assigned by the supervisor.
- (4) When more than one employee is qualified (identical job title, series, and grade level) and fully knowledgeable of the required position functions, the supervisor will solicit a volunteer(s) to work the required tour of duty. In the event needs are not met by volunteers, the supervisor will assign the tour of duty based upon inverse order of employee standing on the retention register.
- (5) Approved tours of duty may require temporary adjustments to accommodate meetings / conferences, changes in workload requirements, training courses, and/or special projects. When temporary adjustments are required, the

supervisor will notify the employee before the end of the tour of duty the previous day so the employee can make arrangements to report on the revised temporary work schedule.

- (6) With 24 hours' notice, tours of duty may be changed as necessary to permit an employee or Union representative to participate during duty hours in grievances, appeals, hearings, and fact findings.
- (7) Based on criteria in 1) and 2) above, adjustments to the scheduled tour of duty may be made with the approval of the supervisor to facilitate personal emergencies and scheduling of routine medical and dental appointments.
- (8) An employee who feels the disapproval of his/her request is not in accordance with the above criteria may file a grievance.

## ARTICLE 12 OVERTIME

Section 1. Overtime worked shall be paid at the appropriate overtime rate in accordance with current pay regulations. The overtime rate shall include any shift differentials or additional pay to which the employee is entitled.

Section 2. Overtime work will be assigned equitably regardless of shift when feasible by occupational series from the cost center where overtime is required and among employees whose skills are necessary for the work to be accomplished. Any new hire or transferee shall be credited with overtime worked in the amount of the highest overtime previously worked by any employee in the particular cost center and skill. Uniform records will be maintained by every supervisor for the preceding year of overtime work. Records of overtime work will be available for review by the Union representatives. Any employee who feels he/she has been denied an equitable amount of overtime may discuss the matter with the steward and the supervisor. In no case will overtime work be assigned to an employee as a reward or punishment.

Section 3. An employee may be excused from an overtime assignment upon presentation of a reasonable justification to the supervisor at least two hours before the start of the overtime and provided another qualified employee in the same cost center or organizational element is available for the overtime. It is understood that an employee excused from overtime shall be considered as having worked for the purpose of determining equity of overtime distribution. Requests for excusal due to compelling personal or emergency situations that arise after the two hour notice period will be handled on a case-by-case basis.

Section 4. When officially ordered and approved, and/or in an emergency situation where danger to property and/or health exists, employees will be required to work overtime as conditions demand.

Section 5. The Employer shall promptly notify affected employees of the requirements and need for overtime work after establishing firm overtime requirements. Whenever possible, such notification will be at least 24 hours in advance of the requirement to work overtime and the cancellation of established overtime. When 24 hours notification cannot be provided, justification will be provided the Union when

requested. Every effort will be made to notify affected employees by close of business on Thursday when the overtime assignments involve Saturday or Sunday.

Section 6. When mission and workload requirements permit, the Employer agrees to consider scheduling overtime to allow employees to be off on Federal holidays. The Employer also agrees that, subject to mission requirements, the scheduling of overtime for the Friday before or during 3-day holiday weekends will be held to a minimum insofar as possible.

Section 7. Employees shall receive at least seven days advance notice for regularly scheduled overtime. It is understood that unforeseen circumstances will arise from time to time which will necessitate the assignment of unscheduled or occasional overtime with little or no advance notice. In this regard, the Employer agrees to notify employees of such requirements as far in advance as possible.

Section 8. Employees may be ordered to perform, in accordance with mission requirements, a reasonable amount of overtime within an administrative workweek. In such cases, the employee will be provided the rationale for the overtime requirement. In the event an employee does not desire to work overtime, the Employer shall make every effort to accommodate the employee's request to be excused from overtime work provided another qualified employee is available for the overtime.

Section 9. Nothing in this Article shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is on sick or annual leave unless the employee returns to duty prior to the date the overtime request is submitted by the first line supervisor. It is agreed that absences due to illness, injury, or compelling personal reasons during pay periods when overtime is being worked, will not preclude an employee from consideration for overtime work. Scheduled or unscheduled absences for personal convenience, if approved, may be cause for denial of overtime work opportunities.

Section 10. Employees shall not be require to perform work or duty before or after the scheduled work hours without compensation at the existing overtime rate for all such work or duty.

Section 11. If an employee is called back to work, any unscheduled overtime work he performs will be considered to be at least two hours in duration for overtime pay purposes, unless less than two hours remain prior to the beginning of the employee's next scheduled work shift. It is understood that overtime work in excess of two hours will be payable in 15 minute increments.

Section 12. No employee will be denied overtime solely because he/she cannot work both a Saturday and Sunday overtime. However, employees who volunteer for both Saturday and Sunday work will be given preference where continuity of the work operation would require such.

Section 13. When an employee is working within a unit for the purpose of supplementing the workforce in that work area on a continuing basis (40 hours or more) and overtime is required of the employees in that work area, the employee will be given equitable consideration for the overtime.

ARTICLE 13  
ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable statutes. The use of annual leave is a right of the employee, subject to the mission requirements of the Employer and approval by the supervisor. When a request for annual leave has been denied, the employee will be notified of the reasons for denial. When such request is in writing and submitted 3 workdays in advance the denial will also be in writing.

Section 2. Request for annual leave for emergency reasons will be considered on an individual basis. Employees must call their supervisor within four hours after the beginning of their work shift for approval of emergency leave. Employees are encouraged to contact their supervisors within two hours after the beginning of their shifts. The employee is expected to contact his/her immediate supervisor or designee at the time he/she calls into the office. If at the time the employee calls, there are no management personnel available, the employee will keep attempting to contact a management official in the chain of command. The employee will state the reason for the request and the approximate time he/she anticipates to be absent from work. When an employee requests emergency annual leave, the supervisor retains the final determination as to whether the particular circumstance constitutes an emergency and if the leave will be granted. However, this decision is subject to the grievance procedure.

Section 3. It is agreed that an employee who has accumulated leave in excess of the maximum which can be carried forward to the next calendar year may be counseled by his/her supervisor in regard to scheduling the reduction of such excess leave when it becomes apparent that the employee may have difficulty in using the excess by the end of the year.

Section 4. It is agreed that no employee will be instructed to take annual leave at any time other than a time mutually agreeable between the employee and his/her supervisor. However, employees who fail to request and schedule excess (use or lose) annual leave in a timely manner may forfeit such annual leave at the end of the leave year. Leave requests by employees will be approved provided mission requirements will allow for such absences by the Employer except in instances where senior employees have submitted identical and earlier requests. In such cases, those employees will be accommodated first.

Section 5. The Employer agrees to post in the unit the procedures for requesting annual leave. The phone numbers to be called in an emergency will also be posted. These will include the supervisor, and alternate, and an emergency number.

Section 6. The Employer agrees that subject to mission requirements, the time honored practice of allowing ample leeway for fishing and deer hunting will continue to be granted for leave purposes as in years gone by.

Section 7. Any employee having annual leave to his/her credit may apply in advance for leave and such leave with pay shall be approved for any workday which occurs on the employee's birthday or religious holiday associated with the religious faith of the employee, subject to mission requirements of the Employer. Vacations during the Christmas season will be granted on an equitable, rotational basis.

Section 8. The Union recognizes the need for employees to maintain an adequate leave balance and will encourage employees to prudently utilize their leave. It is understood that there is no minimum leave balance required of any unit employee but mutually agreed that it is reasonable but not mandatory to encourage/expect employees to maintain a 40-hour balance to cover emergency situations. Unit employees may request and be granted annual leave credits not to exceed the accrual which will be earned during the balance of the current leave year. Such advance request will take into consideration anticipated return to duty of the employee, the ability to liquidate the obligation created and the reasons provided in support of such request as well as the mission needs of the Employer. Such requests will be submitted 30 days in advance except for emergency situations.

ARTICLE 14  
SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

Section 2. Approval of sick leave shall be granted to employees when they are incapacitated for performance of their duties; when a member of the immediate family of the employee is afflicted with a contagious disease and requires care and attendance by the employee; and for medical, dental, or optical examination when required and requested prior to beginning of the absence and which cannot be scheduled during non-duty time. For employees in a duty status, the total number of hours approved for sick leave for medical appointments will be determined by using the depot as the point of leaving and arriving, to include necessary travel time. For the purpose of this Agreement, incapacitation is defined as being physically incapable of performing normal duties.

Section 3. An employee who is absent because of illness or injury must notify his/her supervisor within the first four hours after the beginning of the shift. Employees are encouraged to contact their supervisors within two hours of the start of their shifts. An employee is expected to contact the immediate supervisor or designee at the time he/she calls into the office. If at the time the employee calls there are no management personnel available, the employee will keep attempting to contact a management official in the chain of command. The employee will state the reason for the request and the approximate number of hours/days he/she expects to be absent from work. Sick leave for absences beyond this approximate time must be requested and approved in accordance with the provisions of this section.

Section 4. Except as hereinafter provided, employees shall not be required to furnish acceptable medical certification to substantiate requests for sick leave unless such leave exceeds three workdays continuous duration.

Section 5. When an employee is expected to be on extended sick leave (more than one week), the employee may be required to furnish additional medical certification. Certificate should include the nature of the employee's illness or incapacity, expected dates of incapacitation, a statement as to whether light duty is or is not

appropriate, if available, and the date the employee can be expected to return to full duty.

Section 6. It is agreed and understood that a supervisor has the right to require an employee to furnish acceptable medical certification for every absence which he/she claims was due to incapacitation for duty after the following occurs:

- a. when circumstances or patterns of usage indicate to a supervisor that an employee has been abusing sick leave;
- b. and the supervisor has counseled the employee with respect to the use of his/her sick leave, a record of such counseling is on the employee's SF-7B card;
- c. and the sick leave record of the employee subsequent to the counseling does not indicate improvement;
- d. and the employee has been furnished written notice that he/she must furnish acceptable medical certification for each absence which he/she claims was due to illness.
- e. Such written notice will be annotated on the employee's SF-7B card.

Section 7. The supervisor will review the sick leave record of each employee under an active sick leave restriction letter at least semiannually at the request of the employee. This review will take place in the presence of the employee. When a semiannual review indicates improvement in the usage of sick leave during the period of restriction, the restriction will be removed and the SF-7B annotated as such. If circumstances or a pattern of abuse is indicated within six months of the removal of the restriction letter, a new restriction letter may be issued without a formal counseling session. This reissuing of the letter will be annotated on the SF-7B card. Extension of an active sick leave restriction letter after each one year period may be made by counseling the employee and annotating the SF-7B card that the restriction is extended for one year.

Section 8. No employee sent home from work by the civilian medical facility shall be required to submit a medical certificate for that day. However, if the employee is then absent for more than the day sent home, he/she must call the Employer the following day and request sick leave as per the provisions of Sections 3 through 6, as applicable.

Section 9. Employees who are incapacitated for duty because of serious illness or disability may request an advance of sick leave of up to 104 hours. Such requests will be considered in accordance with applicable regulations.

Section 10. The Employer shall not publicly post individual sick leave records except to publicize sick leave savers.

ARTICLE 15  
LEAVE WITHOUT PAY

Section 1. Subject to the mission requirements of the Employer, employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. Such leaves of absence without pay shall not exceed one year in duration.

Section 2. The Employer recognizes that employees in the Unit may be elected or appointed as a delegate to a Union Convention or other such function, which necessitates an absence from the activity for periods not to exceed two weeks. In this regard, the Employer will authorize annual leave or leave without pay, subject to the mission requirements of the Employer, provided reasonable advance notice is given.

Section 3. The Employer agrees that when given adequate advance written notice that an employee in the Unit has been elected or appointed to a National Union office position or as a delegate to any Union activity requiring an extended leave of absence, the employee will be granted annual leave and/or leave without pay, provided the absence does not exceed one year in duration.

Section 4. Employees in or returning to duty from an approved leave of absence shall be granted all rights and privileges to which they may be entitled in accordance with applicable regulations.

ARTICLE 16  
EXCUSED ABSENCE

Section 1. Excused time not to exceed 16 hours per year will be granted to employees who are officers or representatives of the Union to enable them to attend National Federation of Federal Employees sponsored training sessions in labor-management relations provided that such sessions are mutually beneficial and are primarily designed to orient and brief such employees in matters concerning basic statutes, regulations and agency policy and negotiated agreements, affecting working conditions and personnel policies, practices, and procedures, and are of concern to the employee in his/her capacity as an organization representative. Additional excused time not to exceed eight (8) hours per year may be granted the Union President, Vice President(s), Secretary-Treasurer, and the Chief Steward or appointed alternates to the aforementioned official positions to attend similar training. Requests for additional time to attend training sessions in labor-management relations that are mutually beneficial will be considered by the Employer.

Section 2. Employees who volunteer as blood donors will be authorized a maximum of four (4) hours of excused absence, insofar as scheduling of donors will allow. The scheduling of blood donation times will be the function of the depot blood coordinator through division offices, with times being equally rotated throughout the divisions. Such absences will not include time spent in donating blood, traveling to and from the donation site, nor will it include the employee's lunch period. Employees who request, but are not scheduled for the quarterly bloodmobile visit, will be given an opportunity to donate in accordance with FPM Supplement 990-2, Book 630. Emergency donations will be handled on a case-by-case basis by the depot blood coordinator.

Section 3. In the interest of safety of employees, when extreme weather conditions exist, the Employer may take one or more of the following actions after consultation with heads of other military tenant activities in the area:

- a. Close the installation.
- b. Dismiss employees before the end of their tour of duty.
- c. Excuse tardiness in excess of one hour.

Employees who report for duty on the day of dismissal will be excused without charge to leave whereas employees on leave at time of dismissal will be charged appropriate leave.

Section 4. Employees engaged in some types of emergency, rescue or protective work, such as volunteer firefighting, may warrant excused absence in accordance with LEAD-R 690-1.

ARTICLE 17  
PARENTAL LEAVE

Section 1. Leave for the purpose of caring for a newborn child or the mother of that child may be granted utilizing annual leave or leave without pay (LWOP). Requests for this purpose should be made in advance stating intent to request parental leave, dates and anticipated duration. LWOP in excess of 30 days will be granted in accordance with provisions outlined in Lead Regulation 690-1, Appendix 6F.

Section 2. Approval of sick leave shall be granted to a parent or guardian when a member of the immediate family is afflicted with a contagious disease and requires care and attendance by the parent or guardian.

ARTICLE 18  
HOLIDAY WORK

Section 1. The Employer agrees that work on holidays prescribed by Federal law or Executive Order, will be held to a minimum.

Section 2. The Employer shall determine the numbers and skills required for the holiday work, determine those employees that satisfy the requirements and select and assign employees using the same procedure established in Section 2 of Article 12.

Section 3. The Employer agrees, upon request, to relieve an employee from a holiday work assignment provided another qualified employee is available for the assignment.

## ARTICLE 19 PROMOTIONS

Section 1. The Employer will endeavor to utilize, to the extent possible, the skills and talents of the employees to achieve their highest potential. All personnel actions offering career progression for Letterkenny employees shall be consonant with the spirit and intent of the merit system and equal employment opportunity (EEO).

Section 2. Vacancies filled under competitive procedures shall be appropriately publicized to insure that all employees have an equal opportunity to participate in the merit promotion program. Vacancy announcements will be posted on official bulletin boards for a minimum of ten (10) workdays. The Union will be provided a copy of vacancy announcements at the time of distribution.

Section 3. The competitive promotion procedures will apply to the selection of employees who transfer, are reinstated, or reassigned to positions with known promotion potential unless the employee has previously held a position at the target grade level on a permanent basis.

Section 4. Ranking panels will be utilized in accordance with procedures outlined in LEAD Regulation 690-17. When a panel is used, the members will be at the same or higher grade level of the position to be filled and technically competent to evaluate applicants for the position. The Union and the Employer mutually agree that the confidentiality of the panel proceedings and privacy of the individual candidates shall be preserved by all panel members. The Union may submit a list of qualified unit employees to serve as panel members from which the Employer may select one member to serve on each panel.

Section 5. An employee on T.D.Y. or extended absence who wishes to be considered for positions under merit promotion procedures will make application following the procedures in LEAD Regulation 690-17, Chapter 2.

Section 6. Employees eligible for repromotion under provisions of LEAD Regulation 690-17 will be referred to the selecting supervisor for consideration before a competitive referral list is issued.

Section 7. Applicants who file for consideration under merit promotion procedures will be sent an acknowledgment of their promotion request normally within two days of receipt in the Civilian Personnel Office. Notices to ineligibles and those not ranked best qualified will be mailed in advance of the issuance of the referral and selection register. Best qualified candidates not selected will normally be notified five days prior to the effective date of the vacancy being filled. It is agreed that no promotion will be effected within five days of the issuance of the referral and selection register. Upon request, the selecting supervisor will advise unsuccessful best qualified candidates of the reasons for the selection made within five workdays.

Section 8. Appraisals of performance related to the job related knowledges, skills, and abilities (KSA's) are part of the total evidence used to evaluate the applicant for referral and selection. Appraisals of past performance will be obtained from the employee's immediate supervisor only if the supervisor has been responsible for supervising the employee for at least 120 days. If the supervisor is not available to complete the form prior to the cutoff date, the employee will annotate the application to that effect and forward it to the Civilian Personnel Office prior to the cutoff date or announcement closing.

Section 9. The Employer agrees to consult and negotiate with the Union on any and all changes or amendments to the local merit promotion plan before they are made effective.

Section 10. Temporary promotions may be made when an employee is assigned higher graded duties for 30 days or more. Assignments to higher graded positions in excess of 60 days will be accomplished through temporary promotion. Competitive procedures are required for promotions in excess of 120 days.

Section 11. Normally reassignments to positions at the same grade level will be effected with the employee's concurrence. When an employee does not consent to such an assignment, he/she will be given advance written notice by the appropriate management official. The notice will afford the employee ten (10) days to submit a reply. If the employee replies, he/she will be advised of the decision and the reasons for the decision within five days. If dissatisfied, the employee may file a written grievance under the negotiated grievance procedure.

Section 12. The Employer agrees to furnish a copy of all vacancy announcement cancellations to the Union upon request and to provide reasons for the cancellations.

Section 13. The Employer agrees that permanent positions vacated temporarily through temporary promotion of the incumbent, will not be filled on a permanent basis.

Section 14. The minimum area of consideration for permanent bargaining unit positions will be Letterkenny Army Depot, U.S. Army Information Systems Command - Letterkenny, or U.S. Army Test Measurement and Diagnostic Equipment Support Center - Letterkenny, respectively. Each merit promotion announcement will include as a minimum this area of consideration for the position or positions being filled. Announcements will show the job elements against which an applicant's qualifications are evaluated. Announcements shall not contain key or restrictive clauses, covering non-merit conditions that tend to favor one employee or group of employees for a particular position.

Section 15. An employee on T.D.Y. or extended absence for more than ten (10) workdays who wishes to be considered under merit promotion procedures for positions which have not yet been advertised may make application by submitting a completed SF 171 to the Recruitment and Placement Branch, Civilian Personnel Division. The SF 171 must list the positions for which the employee desires consideration (to include title, series, and grade) and must indicate the starting and ending dates of the employee's absence. This information will be kept on file and used in conjunction with the employee's official personnel folder (OPF) in the promotion evaluation process if a position is advertised and evaluated during the employee's absence. If the employee returns prior to the closing date for any announcement, a merit promotion application (SDSLE 3214) and KSA's will be submitted for each announcement for which he/she desires consideration.

Section 16. In making referrals, the listing of best qualified candidates will be cut off as follows:

- a. If there are ten or fewer qualified candidates under simplified evaluation procedures, all will be referred for consideration.

- b. If there are more than ten qualified candidates and full rating/ranking procedures are used, the listing of best qualified candidates will be cut off whenever there is a break of four points on the 100 point rating scale.
- c. If there are more than ten best qualified candidates with no four point break, the ten highest ranking employees will be referred. Employees tied for tenth position will all be referred for consideration.
- d. When three or more applicants are properly referred under competitive procedures, a selection will be made unless the selecting official justifies expansion of the area of consideration based upon statutory affirmative action requirements. It is agreed that this does not preclude concurrent consideration and selection from any appropriate source such as reinstatement, transfer, handicapped, or VRA eligibles.

MEMORANDUM OF AGREEMENT

BETWEEN

LETTERKENNY ARMY DEPOT AND  
NFFE LOCAL 1442

SUBJECT: Review of Merit Promotion Grievances

1. Reference 5 CFR 335 and Article 19, Section 18 of the Labor-Management Agreement between the Letterkenny Army Depot and the NFFE Local 1442.
2. Purpose. To establish a process for review of complaints concerning non-referral for merit promotion. This agreement is not precedent setting.
3. Scope. This Agreement applies to all NFFE Local 1442 bargaining unit employees of Letterkenny Army Depot.
4. The following procedure replaces Article 19, Section 18 of the Labor Management Agreement and will be used for grievances based on non-referral for merit promotion:
  - a. Within 5 workdays of the act giving rise to the merit promotion complaint, a written grievance will be filed with the CPAC explaining why the grievant should have been referred for merit promotion consideration. Email is acceptable;
  - b. If email is used, the sender will place a follow-up phone call to the CPAC to insure the grievance has been received;
  - c. The CPAC will coordinate the grievance with the appropriate specialist at the CPOC in an attempt to resolve the issue;
  - d. If the complaint has merit, the CPAC will stop action on the referral list and an appropriate Subject Matter Expert (SME) will review the grievant's resume;
  - e. If the SME determines the grievant should have been on the referral list, CPOC will be advised to amend the referral list by adding the grievant's name. The merit promotion process will continue;

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- f. If the SME determines the grievant should not have been on the referral list, the merit promotion process will continue after Union notification of the SME results;
- g. In either case, the CPAC will provide a Memorandum for Record (MFR) to the Union within 5 workdays after receipt of the written grievance. The MFR will identify the complaint and proposed resolution or provide an explanation as to why no merit violation occurred; and
- h. The Union will be notified if timeframes cannot be met based on availability of the SME or other valid reasons.

This Agreement is effective upon signature.

Signed By:

FOR THE EMPLOYER: Chief, CPAC

FOR THE UNION: President, NFFE Local 1442

Section 17. Interviews of all bargaining unit candidates will be conducted before a selection is made on positions covered by this agreement. Selecting officials will not, however, be required to interview any candidate whom they have interviewed for a position of like series and grade during the preceding six months. Employees designated in writing to act in the capacity of an absent selecting official will be considered bona-fide selecting officials. Employees who cannot be scheduled for an interview because of extended leave or T.D.Y. will have their official personnel folders (OFF) and job applications reviewed by the selecting official in lieu of an interview, however, telephone interviews are encouraged.

Section 18. \*\*See Note

~~— Merit promotion applicants who feel they have not been fairly rated may request reconsideration of their rating by the staffing specialist within five days of notification by the Civilian Personnel Office. In the informal procedure, the employee and/or Union representative will meet with the staffing specialist to investigate and review the following documentation:~~

- ~~a. Candidate's application (not original)~~
- ~~b. A copy of the crediting plan for the position,~~
- ~~c. SDSLE Form 3216 with the ratings annotated.~~

~~The candidate will review the rating assigned and will enter his/her comments on the reverse side of SDSLE Form, 3216. If a panel was used, the staffing specialist will take the information back to the panel for review. The staffing specialist will prepare a Memorandum for Record (MFR) of the meeting and provide a copy to the concerned parties. The parties agree that no selection will be finalized until the employee and/or Union have met with the staffing specialist in accordance with step 1 of the grievance procedure (Section 8.)~~

*Note: Replaced by 6 Oct 2008 MOA on previous page.*

Section 19. Complaints arising from the application of this article will be processed under the negotiated grievance procedure except that non-selection from among properly ranked and certified candidates for promotion shall be neither grievable nor arbitrable unless the Union/grievant can make a prima facie showing of discrimination, union animus, or other prohibited personnel practice.

## ARTICLE 20 DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period without change in pay status with the employee returning to his regular duties at the end of the detail.

Section 2. Detail assignments of more than 30 consecutive days duration will be made in the following manner when mission requirements permit:

- a. An initial effort will be made to detail an employee of the same grade to the vacancy until a permanent placement action is completed.
- b. If no employee of equal grade to the position is available or if mission requirements preclude such a detail, all employees within the work unit at the next lower grade in the normal line of progression will be given the opportunity to accept the detail. Work unit is defined as the total area of responsibility under the selecting official of the position to be filled.
- c. If more than one employee volunteers for the detail, every effort will be made to divide the anticipated period of time the position will be vacant equally among all interested employees.
- d. If there are no employees available in either of the above categories, the position may be filled by detail or temporary promotion of other employees.
- e. Reasons for exceptions to this procedure will be provided to the Union upon request.

Section 3. Day to day loan of 5 or more days will be noted on the SF-7B card. When an employee has accumulated thirty days of experience on these short term details or loan basis to a position in a different job series, the employee may request that his/her supervisor certify this information on a standard form 172 and submit the form for inclusion in the employee's official personnel folder.

Section 4. Requests for details of thirty calendar days or more to both established and unestablished positions will contain at least a brief description of the specific duties and tasks to be assigned and the reasons for the detail.

Section 5. All details of more than thirty days will be made a matter of record in an employee's official personnel folder. The experience gained on detail may be used, as appropriate, in making qualifications determinations.

Section 6. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Details of 30 days or more to higher graded unit positions will be documented personnel actions.

Section 7. Complaints arising from this article will be addressed under the negotiated grievance procedure.

Section 8. The employee remains the incumbent of the position from which he/she was detailed.

ARTICLE 21  
TEMPORARY DUTY TRAVEL (T.D.Y.)

Section 1. Employees may be required to travel only under the conditions and procedures prescribed by pertinent DOD Joint Travel Regulations. Further, employees required to travel in the course of performing assigned duties shall be paid and shall receive maximum allowable per diem and travel allowances as authorized by the travel approving official and/or applicable regulations.

Section 2. It is understood and agreed that employees may be required and are expected to perform temporary duty travel order to accomplish the mission assigned by the Employer. It is further understood and agreed that the travel of employees on T.D.Y. "will only be authorized when necessary in connection with official activities or Government business." When such travel duty is necessary, the desires, convenience and comfort of the employee will be considered to a maximum degree consistent with the mission assigned. Employees on T.D.Y. are expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his own expense. All T.D.Y.'s which will require an employee to stay overnight will begin and end at the employee's place of residence, when most advantageous to the government.

Section 3. When standard orders are issued, every effort possible will be made to provide employees in advance of the start of travel with complete and accurate information in respect to purpose of travel assignment; anticipated duration of assignment; mode of transportation to and from the job site and living areas; and arrangements made for living accommodations. In this regard, the Employer (order-issuing authority) will advise the employee of the availability of adequate Government quarters as outlined in Army Regulation 210-11 and, if applicable, employee entitlement to the use of on-post facilities, to include government quarters, food services, exchanges, and recreational facilities owned, operated, or under the jurisdiction of the Department of Defense (Reference JTR Volume 2 paragraph C1051). It is understood that the employee's non-use of available Government quarters while on T.D.Y. will result in the forfeiture of the quarters portion of the per diem or actual expense allowances except under the following conditions:

- a. When the order-issuing authority either on the travel order or travel voucher of the travel involved includes a statement to the effect that the utilization of Government quarters at the temporary duty station or delay point would adversely affect the performance of the assigned mission (this exception is not

applicable to personnel attending training courses at an installation of the Uniformed Services); or (Reference JTR Volume II, Chapter 1, Part B, paragraph c 1055).

- b. When the Commanding Officer (or designated representative) responsible for Government quarters at the temporary duty or delay point furnishes a statement to the effect that utilization of Government quarters was impracticable; or
- c. The use of government quarters during temporary (T.D.Y.) assignments may be required under certain conditions. Such quarters will provide for privacy and quiet which would reasonably be expected to provide for a restful sleep (in accordance with AR 210-11). In such cases when quarters do not meet the foregoing, the travel approving official will take immediate appropriate action to correct the situation.
- d. If an employee spends 50 percent of his/her time in a travel/T.D.Y. status as part of his/her normal duties (JTR Volume 2, paragraph c 1055.5). No employee shall be made to suffer the loss of the quarters portion of the per diem allowance due to an administrative error on the part of the Employer.
- e. Complaints or questions concerning determination of the adequacy of quarters will be processed under the provisions of Article 42 (grievance procedure) of this agreement.

Section 4. The Employer agrees that, except in cases of emergency, employees shall receive their travel orders five days prior to the start of travel to insure that necessary arrangements for obtaining transportation requests and advancement of per diem allowances can be accomplished during working-hours prior to departing on T.D.Y. When extreme conditions occur, the Employer will make every effort to accommodate the traveler's needs as expeditiously as possible.

Section 5. Prior to final determination of the mode of transportation for employees' required travel, the convenience of employees at the job site shall be fully considered. In this connection, the following alternatives, when requested, will be considered, subject to prudent concern over the amount of travel time involved:

- a. Authorization to drive privately-owned vehicle (POV) for the convenience of the employee, limiting the liability of the Government to the cost and time of common carrier. The employees will also be advised of the liability they will incur when their

voucher is reconstructed to limit the liability of the Government.

- b. Authorization to drive POV for the convenience of the Government, limiting the liability of the Government to the authorized mileage for the vehicle, and per diem for the driver and authorized employee passengers in accordance with Joint Travel Regulations.
- c. When determined to be advantageous to the Government, authorization to utilize a commercial rental car at the job site, limiting the liability of the Government to daily rental fee plus reasonable mileage to and from the job site, the nearest adequate lodging facilities, and adequate dining facilities. When the employee is required to utilize private or public transportation at the job site, reimbursement when authorized will be to the maximum extent permitted by applicable regulations.

Section 6. When the nature and location of the work is such that suitable meals cannot be obtained at the temporary duty station, reimbursement may be authorized for the most economical round trip transportation from place of temporary duty station to the nearest place where suitable meals can be obtained, provided this additional expenditure is authorized in writing by the travel approving official. If not specified in the travel order, but conditions require it, a statement authorizing such travel may accompany the travel voucher.

Section 7. T.D.Y. assignments shall be rotated among employees within an organizational element, to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. An employee selected for an assignment involving T.D.Y. may request that he/she be excused and such request will be favorably acted upon provided employees qualified to perform the specific work assignment are available and willing to substitute.

Section 8. The Employer will select employees for temporary duty in combat areas, where civilian employees would be exposed to civil or military combatants, only from those volunteering for the assignments.

Section 9. If an advance travel allowance exceeds the actual reimbursable amount, the traveler shall refund such excess promptly after notification of amount due. In emergency situations, when the traveler is unable to refund the overpayment immediately, the matter

will be referred to the Chief, Finance and Accounting Division for adjudication.

Section 10. Questions having to do solely with financial computations based on the travel order will be resolved between the traveler, who may have Union representation, if desired, and the Finance and Accounting Division. If the matter is not resolved as a result of such effort, the traveler may file a claim for settlement, as appropriate, under established claim procedures.

Section 11. When employees are required to travel, the travel will be scheduled on duty days, during their normal duty hours when practical. If an employee is required to travel on non-duty days or during non-duty hours, he/she will be paid at the appropriate overtime rate when applicable.

Section 12. The Employer agrees that no employee will be required to travel in a government aircraft or a non-scheduled commercial aircraft flight without the employees consent. (Reference JTR Vol. II, Chapter 2, paragraph C 2001 - 4b(1)). Employees will not be required to travel by air if such mode of transportation is medically inadvisable. A medically inadvisable condition is not limited to a physical condition. If an employee has a bona-fide fear or aversion to flying, to the extent that serious psychological or physical reaction would result, a medical certificate will be issued precluding travel by aircraft. The Director of Health Services will be responsible for determining the propriety of issuance of such medical certificate based on information provided by the employee's personal physician.

Section 13. An employee on T.D.Y. can delay his/her return to his/her duty station overnight if the purpose is to avoid at least three (3) hours of travel during off-duty hours. If travel is by POV and determined most advantageous to the government, this delay is authorized at any point between the T.D.Y. station and the employee's home.

Section 14. T.D.Y. assignments of personnel on continuous travel (more than 50 percent of their time) will be accomplished in the following manner:

- a. Management officials will establish tentative team schedules in advance. A copy of each schedule reflecting employee

assignments and location will be furnished to the Union for review and recommended changes, if any, prior to finalization and at least 30 days before departure. Any suggested change by the Union will be duly considered by management officials. During its review, the Union will appoint a representative for each team shown in the schedule.

- b. The duly recognized Union representative will be advised of personnel changes in the team schedules prior to implementation.
- c. Teams will be furnished copies of pertinent SOP's, changes in personnel policies or procedures, the depot newspaper, and LEAD Bulletin.
- d. Team employees on T.D.Y. in CONUS will be brought back to their homes or places of abode at least two workdays prior to Christmas if they so desire. Employees will travel on government time and receive travel and transportation expenses.

Section 15. The Employer agrees to schedule Saturday or Sunday travel during the Employer's regular basic tour of duty (0730- 1615 hours) for employees traveling in a T.D.Y. status.

Section 16. POV driven for the convenience of the government will be so noted on the travel orders. When the POV is authorized for the convenience of the employee, the employee will have the option of traveling by POV or common carrier.

Section 17. The depot has been established as the "Official Duty Station" for the purpose of travel, per diem, and overtime allowances in accordance with FPM Letter 551-112, paragraphs B 1 and 2.

Section 18. It is understood that deductions may be made from pay of employees to satisfy indebtedness due the United States as a result of an erroneous payment made to or on behalf of such employees. The amount to be deducted for any period will be governed by the amount of the indebtedness, the employee's salary, and his/her financial condition. Not more than two-thirds of the employee's compensation for any pay period will be withheld unless deduction of a greater amount is necessary to effect collection within the anticipated period of employment. If the indebtedness is not liquidated by date of separation, the amount due will be set off against the employee's final pay.

Section 19. The Employer agrees that prior to overseas T.D.Y. assignments employees will receive briefings on the following:

- a. How and where they can receive medical attention because of illness or job related injury (i.e. phone numbers, points of contact, transportation authorized, authorization to return home, responsibility for filing claim forms, notification of family, etc.)
- b. Excused absence will be authorized, not to exceed four hours, after prolonged travel (16 hours), when an adverse effect on work performance, health, well-being or a safety hazard might result from working while fatigued (in accordance with CPM 990-2, 630, 511).
- c. Points of contact and phone numbers at their permanent duty station to be used if they encounter any problems while on T.D.Y.

Section 20. Personal telephone calls will be authorized in accordance with local regulations as negotiated with the Union.

Section 21. Health care for employees who become ill or injured while in a T.D.Y. status will be authorized in accordance with applicable regulations.

ARTICLE 22  
CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. It is agreed that an official job description shall contain all of the principal duties which may affect the classification, grade, title or series of the job. In this regard, employees may discuss the duties of their position with their supervisor at any time. Employees who allege inequities in the classification of their job may be assisted by the Union in preparation and presentation of their case including discussion with their supervisor and/or with representatives of the Civilian Personnel Division in review of appropriate classification standards and in obtaining information on complaint and appeal rights and procedures. Employees shall be free to appeal the classification of their position without fear of reprisal or prejudice.

Section 2. The Employer agrees to inform the employee of the complaint and classification appeal rights and procedures. An employee shall be free to appeal the classification of a position without fear of reprisal or prejudice. An employee may not appeal the classification of a position to which he/she is detailed or temporarily promoted. An employee may appeal the classification of a position through the Commander to the Department of Army or directly to the Office of Personnel Management.

Section 3. The statement "performs other duties as assigned" appears on all job descriptions, and is understood to mean tasks normally and reasonably related to the employee's position.

Section 4. Employees exposed to unusual hazards, physical hardships or working conditions on an intermittent or irregular basis may receive hazardous pay if the conditions meet regulatory criteria. Employees may discuss situations with their supervisors, who will determine if the matter should be forwarded to the Civilian Personnel Division for a determination of eligibility.

Section 5. Each employee will be furnished a copy of his or her official job description. If a Union representative wishes to review a job description and a copy cannot be obtained from the employee, one may be secured from the Civilian Personnel Division.

ARTICLE 23  
TRAINING

Section 1. The parties agree that the training and development of employees within the Unit is a matter of primary importance. The Employer shall strive to develop and achieve training policies and procedures which will insure the fair and equitable selection of employees for participation in training and development programs subject to mission requirements and funds availability. This may involve different types of training such as refresher training; technical training; training in new or shortage skills categories and on-the-job training.

Section 2. The Employer and the Union will meet upon written notice of either party to consider the formalized training or retraining of employees. The Employer agrees to make every effort, including retraining, to minimize RIF actions resulting from the introduction of new equipment and processes.

Section 3. If an employee fails to perform satisfactorily after a reasonable period of time in a position to which he has been assigned as the result of a retraining program, every effort will be made to locate another position at the same grade level to which he may be reassigned.

Section 4. Employees may request a discussion with the Employee Development Specialist to determine available courses and training that may assist them in their self-development. This will also include the right to be fully advised as to any Government paid, partly or otherwise, college or high school formal training and schooling to which he may be entitled. The Employer agrees to extend every reasonable consideration to provide financial assistance to employees attending work-related, mission essential courses on their own time consistent with applicable training regulations.

Section 5. Management will provide formal training and encourage employees to:

- a. Keep abreast of changes occurring in their field, craft, trade, profession or occupation.
- b. Participate in development activities in order to perform more effectively in current and future assignments. The development

activities may include reassignment, job rotation, on-the-job training, and classroom training.

- c. Realize that not all training and development are directly related to their jobs and they have a responsibility for self-development and for informing their supervisors of their accomplishments. They will also be advised of the requirement to personally have entries made in their 201 files as to all training and accomplishments. This will not be restricted to their qualifications, but will include any and all activities of a civic nature and hobbies they may participate in or do.

Section 6. The parties agree that employees should utilize and share with fellow employees new skills acquired through training.

Section 7. Training periods in excess of one-hundred twenty (120) days will utilize competitive promotion procedures in the selection of employees to fill training slots. The announcements for these slots will identify the area of consideration and the specific prerequisites required to be eligible for such training.

Section 8. The Employer agrees to record training accomplishments in the employee's official personnel folder (OPF). This does not relieve employees of their responsibility to ensure that their OPF's are current and complete, reflecting total employment experience, training, and education. The Union agrees to encourage employees to review their OPF's to ensure that training records are accurately recorded.

Section 9. The Employer agrees to conduct a training session within 3 months after the effective date of the Agreement, which will include all management officials who directly or indirectly supervise unit employees and all officers and representatives of the Union. This training will enhance labor/management relations and insure that all personnel involved are aware of the current labor relations policies and provisions of the Agreement. A member of each negotiating team will assist in conducting such training.

ARTICLE 24  
SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal laws and regulations. This includes responsibility to identify potentially hazardous activities and to provide operating procedures, sufficient personnel and other physical measures to reduce the hazards of such activities in accordance with established safety policies and regulations. The Employer shall notify and train all employees concerning hazards in their workplaces in accordance with applicable laws and regulations.

Section 2. The Employer agrees that the Union may appoint one Union member to each division and branch safety committee, who shall have full rights and privileges accorded to other members. Disagreement with safety decisions or actions may be noted on the division or branch safety meeting minutes for higher level review.

Section 3. The Union may nominate one Union member for membership on the LEAD Commander's Consolidated Safety and Health Council, who shall have full rights and privileges accorded to other members.

Section 4. The Employer will provide a safety program to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall provide employees with job safety training prior to specific job assignments.

Section 5. The Employer and Union shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normal duties, will be alert to observe and to report unsafe practices, equipment, and conditions, as well as environmental conditions which might present health hazards. The Employer assures that no employee will be subject to degradation or reprisal for reporting an unsafe practice or condition. The Employer will take prompt and appropriate action to correct any unsafe or unsanitary condition that warrants immediate attention as determined by established safety and health regulations. In this regard, employees will not suffer any loss in pay as a result of such condition.

Section 6. Personal protective clothing and equipment necessary to perform hazardous duties will be provided by the Employer. Any employee can suggest additional or new protective clothing or equipment, or the modification of existing equipment to his/her supervisor. The proposal will then be referred to the division chief through the line of command and, if deemed desirable, shall be forwarded to the Safety Officer who will render a decision on the matter. Cleaning and repair of issued clothing shall be provided by the Employer.

Section 7. The Employer agrees that employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be assigned work compatible with their physical condition if such work is available. Questions on physical capabilities will be submitted to the Health Clinic for a decision.

Section 8. Should any employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, the Employer will make every effort to place the employee in a position that he/she is physically and mentally able to perform. In so doing, the Employer will attempt to place the employee in a position as close as possible to his/her previous wage level.

Section 9. Periodic safety and health inspections of work areas, buildings, equipment, and operations will be conducted by the Employer in accordance with applicable regulations. The Employer shall notify the Union and the Union may designate a representative to accompany Department of Army and other Federal officials during inspections of work areas.

Section 10. Employees will immediately report all injuries or illnesses which occur on the job no matter how slight.

Section 11. An employee who becomes ill or injured on the job will be furnished transportation to a medical facility when recommended by the Post Medical Officer. Employees who are permitted to return to work after the additional medical evaluation will be provided transportation, if requested.

Section 12. The Safety Office will notify the Union in the event of serious work-related injury or death.

Section 13. The Employer agrees to provide all employees with an area suitable for lunch and break periods. When such area is determined by the Safety Office/Industrial Hygienist to be unacceptable, appropriate arrangements will be made to establish an acceptable break/lunch area.

Section 14. The Employer agrees to document the medical records of all employees who have been exposed above an action level to a chemical or physical hazard in the performance of their official duties. This documentation will identify, define, and specify the nature of exposure. Medical evaluations will be provided to all identified employees, as prescribed.

Section 15. When employees are required to work in restricted/isolated areas (e.g. Ammunition) and there is not access to a telephone or a vehicle equipped with a radio, the Employer agrees that at least one portable radio will be provided that work crew. This provision will not apply if there are three or more employees in this work crew with a vehicle (sedan, pickup, troop truck, etc.) available. When seasonal/unusual work situations exist, the affected division will have an SOP to monitor such operation with respect to the safety and well-being of the employees.

Section 16. If the temperature is not at the goal of 65 degrees Fahrenheit for general office space within two (2) hours and it is determined that the problem cannot be corrected within a reasonable amount of time to achieve the goal, the Employer will take one of the following actions:

- a. Move all affected employees to a work area with sufficient heat.
- b. Grant the affected employees excused leave for the remainder of the day.

Section 17. The Employer agrees to maintain a program which provides for the immunization of employees against influenza, polio, smallpox, tetanus, and others made available by the Public Health Service. The program will provide such services on a voluntary, continuing basis where appropriate or necessary at no expense to the employee.

Section 18. An employee may decline an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through routine hazard reporting and abatement procedures. If there is sufficient time to seek effective redress, the employee will promptly report the situation to his/her supervisor for corrective action. If dissatisfied with the corrective action, the employee may consult with a union representative.

ARTICLE 25  
EMPLOYEE COMPENSATION

Section 1. When an employee suffers a work-related injury or illness, he/she will promptly notify his/her supervisor who will advise him/her of the right to benefits under the Federal Employees Compensation Act.

Section 2. The Civilian Personnel Officer will furnish specific information concerning types of benefits available, assist employees in the preparation of their claims, provide prompt handling and follow-up by phone or letter, as necessary, of all such claims, and keep employees advised as to the status of their claims.

Section 3. The CA-7 and CA-20, will be filed with Office of Worker's Compensation Programs (OWCP) within five workdays following notification by the employee's immediate supervisor that it has been determined that the disability will extend beyond the forty-five (45) calendar day period for continuation of pay, or exceed available accrued leave if being used, and result in the employee's placement in a non-pay status.

Section 4. An employee will be permitted to review any document relating to his/her claim which the Office of worker's Compensation Programs (OWCP) has authorized the Civilian Personnel Officer to make available. It is further understood and agreed that an employee may be represented by the Union in any compensation case.

Section 5. Employees and supervisors will be informed by a Civilian Personnel Bulletin of any changes in the Federal Employees' Compensation Act.

Section 6. When an employee sustains a work-related injury, he/she will be carried in a duty status for the remainder of that work day in accordance with appropriate regulations (Federal Personnel Manual Chapter 810).

ARTICLE 26  
REDUCTION-IN-FORCE AND REORGANIZATION

Section 1. The parties recognize that management officials have the responsibility to determine the methods, means and personnel necessary to carry out the mission.

Section 2. Prior to a reduction-in-force the Employer will notify the Union concerning the Employer's intent, procedures to be utilized, and arrangements for employees adversely affected.

Section 3. In the event of a reduction-in-force, existing vacancies which management has decided to fill will be utilized to the maximum extent possible to place employees in continuing positions, who otherwise would be adversely affected. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 4. In the event of a reduction-in-force, the Employer will cooperate with the employee and the State Employment Service in determining the rights to be afforded the separated employee and will inform employees of the method and procedures to follow in applying for these benefits.

Section 5. Any career or career-conditional employee who is separated because of a reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations. It is understood that acceptance of a temporary appointment within the normal commuting area will not alter the employee's right to be offered permanent employment.

Section 6. Career employees separated through reduction-in-force action will be offered reemployment in inverse order of separation to the extent provided by Department of the Army Area Placement Program.

Section 7. In situations where an employee accepts a demotion in lieu of separation in a reduction-in-force action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided by applicable regulations.

Section 8. Whenever reorganization plans which affect the movement of employees, are being formulated, appropriate management officials will inform the Union prior to effecting the actions.

Section 9. When a position is abolished for such cause as reorganization or planned management action, the employee occupying said position will be notified as soon thereafter as possible. When more than one employee occupy identical positions under the same supervisor, the position occupied by the employee with the least retention standing should be cancelled.

ARTICLE 27  
PARKING

Section 1. Reserved parking spaces will be provided for the President and Chief Steward in an authorized parking area closest to his/her work sites. Parking spaces will be provided NFFE Union officials in immediate proximity of the Union office insofar as possible.

Section 2. Available parking areas will be designated for employees' parking as close to assigned work areas as practicable. Appropriate representatives of the Employer and the Union shall review alleged inequities in the utilization of available parking facilities and may recommend additional parking areas as the need arises, commensurate with the availability of space.

Section 3. The Employer agrees that disabled or physically handicapped employees, as determined by the Post Medical Officer, will be given priority rights for reserved parking nearest to their building/work location when available in accordance with applicable security regulations.

Section 4. To provide equity for unit employees, the employer agrees that reserved parking spaces will be reduced to a minimum number and only authorized in accordance with prevailing regulations and local supplementation.

Section 5. The Employer agrees that car pool parking spaces will be reserved and available for car pools of not less than three riders.

Section 6. The Employer agrees to designate parking areas for employees who lose on-depot driving privileges.

ARTICLE 28  
DRINKING WATER

Section 1. The Employer agrees to provide drinking water daily to employees assigned to work areas where a ready supply is not available.

Section 2. Supervisors will take prompt action to obtain fresh water when, for any reason, water has not been supplied through the normal sources.

ARTICLE 29  
CIVIC RESPONSIBILITIES

Section 1. Employees whose voting residence is within the Commonwealth of Pennsylvania may not be granted administrative leave to vote since the law permits voting by absentee ballot. However, if the employee's voting place is beyond commuting distance of the depot and vote by absentee ballot is not permitted, the employee may be excused without charge to leave to travel to his/her voting place. Before each election in the Chambersburg area, the Employer will call this policy to the attention of all employees.

Section 2. It will be considered the civic responsibility of all employees to respond to calls for jury and other court services. In this regard, employees will be excused from duty without charge to leave or loss of compensation for the purpose of attending court as subpoenaed by the courts on behalf of any person where the United States, District of Columbia, or a state or local government is a party or for jury duty.

Section 3. The Employer and Union recognize that voluntary participation in community and civic activities is desirable and commendable. The parties agree to encourage Unit employees in such participation where practicable without interference with depot operations or violation of regulations.

ARTICLE 30  
EQUAL EMPLOYMENT OPPORTUNITY

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

Section 2. The Employer shall inform the Union of Equal Employment Opportunity policies and programs. It is agreed that the Union will cooperate actively with appropriate management officials and exercise a positive role in the support and accomplishment of the Commander's EEO policy and objectives of the local EEO Plan of Action.

Section 3. The Union agrees to aid management officials, through its steward system, in the identification of EEO problems. The Employer and Union will seek solution to such problems through the appropriate procedures and programs provided in agency regulations.

Section 4. The Union agrees to carry out and maintain policies of membership and service which will assure equal treatment to all employees within the Union without regard to age, sex, race, color, national origin, religion, physical or mental handicap.

Section 5. Statistical employment information by minority group, with respect to employees in the Unit, may be furnished the Union upon request, subject to applicable regulations.

Section 6. The Employer will assure that all personnel actions are based solely upon merit and fitness without regard to race, color, religion, sex, age, national origin, or physical or mental handicap. The basic principle of equal opportunity will be an underlying factor in all aspects of the Civilian Personnel Program.

Section 7. An employee discussing a problem of alleged discrimination with an EEO counselor at any step of the EEO complaint process shall have the right to be accompanied by a representative of his/her choice. The Union may be the representative if the employee so desires.

ARTICLE 31  
SEXUAL HARASSMENT

Section 1. Sexual harassment is a particular type of sex discrimination which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

Section 2. Sexual harassment is defined as:

- a. Influencing, offering to influence, or threatening the career, pay, or job of another person - woman or man - in exchange for sexual favors: or
- b. Deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature in a work or work-related environment.

Section 3. Employees who are sexually harassed by supervisors, superiors, coworkers, or peers should make it clear that such behavior is offensive and report the harassment to the appropriate supervisory level. It is the responsibility of the Employer to examine the matter and take necessary action.

Section 4. An employee may grieve an incident of sexual harassment or file a complaint of discrimination.

ARTICLE 32  
ALCOHOL AND DRUG ABUSE PREVENTION AND CONTROL PROGRAM (ADAPCP)  
SERVICES.

Section 1. The parties recognize the fact that alcohol and drug abuse problems can interfere with an employee's job performance. Both parties recognize that such problems can be resolved with proper treatment and/or counseling and agree to cooperate in the various phases of the local Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) to aid the employee in attaining a satisfactory level of performance. In this regard, the Union agrees to give full support and active participation in the accomplishment of objectives of the local ADAPCP.

Section 2. Employees who acknowledge a problem may contact the ADAPCP Office direct or they may contact their supervisor or Union representative who, with the employee's approval, will refer the information to the program office. In any case, the utmost discretion will be used by all parties involved to ensure the privacy of the individual.

Section 3. It is agreed that no Union or management official except the ADAPCP Coordinator or counselor shall attempt to identify or advise employees on such personal problems.

Section 4. Employees, if they so desire, may have a Union representative accompany them when initially seeking assistance from the ADAPCP.

ARTICLE 33  
PERSONNEL RECORDS

Section 1. It is agreed to the extent permitted by law or regulation that the Official Personnel Folder of an employee may be disclosed to him/her or to any other person he/she designates in writing.

Section 2. The Employee Record Card, SF 7-B, is the supervisor's summary record of subordinate employees' personal data, training, performance and completed personnel actions. In this regard, access to this record will be limited to persons who have an official need for the information. Employees will be given an opportunity to initial favorable or unfavorable comments entered on this record. Unfavorable comments will be removed after one year provided the employee has not been counselled or disciplined for subsequent, related infractions or deficiencies during the one year period from the date of the most recent unfavorable comment.

Section 3. The employee and/or his/her designated representative, if requested by the employee, may be given an opportunity to review derogatory entries on his/her SF 7-B card with his/her supervisor in an effort to correct such entries if appropriate. A copy of the SF 7-B card and any attachments will be provided to the employee or the authorized union representative when requested.

ARTICLE 34  
INDEBTEDNESS

Section 1. In the event of a dispute between an employee in the Unit and any private individual or firm, the Employer will not make any determination as to the validity of the debt, the amount of the disputed indebtedness, or the method and terms of payment agreed to by the creditor and the employee.

Section 2. The employer agrees that any indebtedness to the Agency will be handled in accordance with the Debt Collection Act of 1982, 5 USC 5514, and the appropriate regulations which may apply.

ARTICLE 35  
CONTRACTING OUT

Section 1. The Employer will notify the Union at the earliest possible date of its intent to contract out work which may result in the displacement of employees within the Unit. Such notification will occur in advance of the development of the scope of work. In this regard, the Employer agrees to consult openly and fully with the Union to discuss (a) reasons for contracting out; (b) Union views and recommendations; (c) implementation and impact on affected employees; and (d) information on contract specifications in accordance with provisions of the Freedom of Information Act. The Employer further agrees to minimize displacement action as much as possible by making all possible efforts to reassign, retrain or utilize employees in other jobs, if available. The Employer will consider the views and recommendations of the Union and inform the Union of action(s) to be initiated.

Section 2. The Employer agrees to keep the Union apprised of the status of the commercial activities (CA) process in work areas under CA review. Meetings will be convened when requested by either party.

Section 3. Upon completion of the scope of work, the Union will be given the opportunity to review it for thoroughness. Union comments received within the prescribed time limit will be carefully considered by the Employer. In this regard, the Union understands and agrees that the scope of work and any other advance procurement information provided to Union officials is procurement sensitive and shall be protected from disclosure to any other party.

Section 4. The Employer agrees to take all possible actions to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

Section 5. Although it is understood by both the Union and the Employer that the Employer has the ultimate decision to contract out, it should be recognized that efforts should be exerted by both parties to economize operations and utilize cost-conscious steps in performance of all work operations.

## ARTICLE 36 DISCIPLINARY ACTION

Section 1. General: A disciplinary action is an action taken by the Employer to correct an employee's conduct. Included are oral reprimands, written reprimands, suspensions and removals. Some disciplinary actions are also adverse actions. Disciplinary actions against all employees, must be based on just cause, be consistent with applicable laws and regulations, and must be fair and equitable.

Section 2. Purpose: Constructive discipline is preventive in nature. Its objective is development, correction, and rehabilitation of the offending employee. When constructive discipline is employed, the minimum penalty capable of producing the desired correction will be used. The Union will encourage all employees of the unit to abide by all rules, regulations, and this agreement. Punitive discipline will be employed only when necessary, as governed by the appropriate regulations on employee conduct and discipline.

Section 3. Investigation: The first step in resolving a disciplinary problem is to examine all facts and circumstances. Prior to issuing a proposed notice of disciplinary action, the supervisor shall undertake any necessary preliminary investigations and may discuss the situation with the employee if deemed necessary. The employee may request Union representation at all examinations which the employee believes could lead to disciplinary action against him/her. If a representative is requested, the meeting will not be held until the employee's representative is present. The representative must be available within one workday, except for unusual circumstances.

Section 4. Consideration: If some type of corrective action is necessary, the Employer will consider the employee's federal employment history, provocation, mitigating circumstances, and the seriousness of the offense. The seriousness of the offense for misconduct should be weighed against the standards of conduct for federal employees. Action for off-duty misconduct will be affected only when the employer can show the manner in which this conduct affected the employee's performance on the job, the manner in which it meaningfully involved the Army, or the manner in which it was otherwise detrimental to the efficiency of the service.

Section 5. Notice: In the event an employee is presented a written notice of proposed disciplinary or adverse action, the employee will

be afforded, and made aware of, his/her rights to representation. The employee and his/her representative shall be given the opportunity, on official time if otherwise in a duty status, to review all evidence to the charges and reply to those charges, orally or in writing, no later than fourteen calendar days after the notice is received by the employee. The employee's reply may be oral, in writing, or both. When only an oral reply is made, the principle points of the interview are recorded in a memorandum for record (MFR). The signatures of the employee and his/her representative will be obtained to indicate that he/she agrees with the accuracy of the record. The MFR will be furnished to the employee and his/her representative by the deciding official in advance of the written final decision.

Section 6. Decision: The appropriate deciding official will then render a written decision on the proposed action within twenty-eight calendar days after the employee's reply has been received or the employee's time limit for reply has expired.

Section 7. Appeal Rights: When a final decision is issued, the employee shall be advised that he/she has the right to appeal the decision, if unacceptable, under the negotiated grievance procedure or to the Merit Systems Protection Board (for which there are statutory appeal procedures), but not both. The appropriate information will be provided in the decision letter with respect to the action taken, as well as the name and duty phone number of the labor organization, should the employee choose to seek redress under the negotiated grievance procedure.

Section 8. The Employer further agrees to make available, upon request, all decisions with respect to discipline affecting unit employees identifying each by division.

ARTICLE 37  
USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union suitable office space, utilities, janitorial services, and maintenance and upkeep of the building mutually agreed upon in accordance with applicable regulations. Such space will be private, securable by lock and key, and centrally located insofar as practicable. Union representatives may use the Union office for authorized union activities during scheduled working hours. The Employer will assist in the relocation of Union office furniture and equipment, exclusive of any private telephone, when such movement is initiated for the convenience of the Employer. The Union will assume responsibility for all costs incurred in the movement and installation of its private commercial telephone.

Section 2. The Employer agrees to provide class "C" telephone service for the use of the Union in its office. The Employer further agrees to publish in the LEAD Telephone Directory the depot telephone number of the Union office together with the name and telephone number of the President.

Section 3. Reasonable space on Employer's official bulletin boards shall be available for use by the Union in accordance with the applicable regulations governing these boards. The Union will be solely responsible for the posted material, in terms of accuracy and adherence to ethical standards. The Union will be responsible for removing their material which is no longer current and pertinent.

Section 4. The Employer's internal mail service shall be available for use by the Union for communications between the Union and the Employer, and between the Union and its official representatives

Section 5. Duly authorized representatives of the Union will be provided access to all relevant regulations and office directives maintained in the Civilian Personnel Division including the FPM, FPM Supplements, and position classification standards. Additionally, the Employer will provide the Union and Union representatives with a copy of the Employer's regulation (LEAD-R 690-1) governing all aspects of Civilian Personnel Administration and other depot issuances which pertain to the employees.

Section 6. As a part of their orientation, newly hired employees will be advised of the exclusive status of the Union and be provided with a copy of the agreement. In addition, a fact sheet which describes the Union's goals and objectives, voluntary nature of Union membership, procedures for making and revoking allotments for the payment of Union dues, and procedures for the processing of grievances will be provided. The Union will prepare the sheet which will be subject to editing by the Employer and final concurrence by the parties. It is understood that such information may not be presented in such a way that it could be construed as being critical of the Employer or a solicitation for Union membership. Management retains final authority on the actual content of the statement.

Section 7. The Employer agrees to provide space in the Kenny Letter for news submitted by the Union provided items are not considered objectionable to other organizations, meet the criteria of applicable regulations, and are submitted at least three days prior to the publishing date. Approval or disapproval of such items will be made promptly after submission by the Union.

Section 8. The Employer agrees that the Union may submit informational items of general interest to its members for inclusion in the LEAD Bulletin such as, but not limited to, regular and special meetings, election of officers, social events, picnics and banquets.

Section 9. Upon request from the Union, the Employer will provide an available room suitable for Union meetings during nonduty hours for employees of the bargaining unit.

Section 10. The Employer agrees to furnish the Union, upon request, a complete listing of all bargaining unit employees by name, grade, position title, and organizational assignment.

Section 11. The Union will have the use of Employer-owned copiers at no cost, for the purpose of making copies of exhibits and documents needed for correspondence representing the interests of the bargaining unit filed with the Employer, including, but not limited to, grievances, appeals, and Union responses to Employer requests for comments on proposed changes in policies, practices, and work conditions.

ARTICLE 38  
VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct dues from pay of all employees who voluntarily authorize such deduction and who are employed within the Unit, in accordance with the provisions set forth herein.

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

- a. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.

Such completed form has been turned over to the Employer by NFFE Local 1442.

Section 3. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the Pay Branch, Finance and Accounting Division, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4. Allotments may be submitted to the Pay Branch at any time. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, providing that Standard Form 1187 is received by noon of the Tuesday preceding the beginning of the biweekly pay period.

Section 5. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the President of NFFE Local 1442, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Pay Branch, or at a later date if requested by the Union. Such changes shall not be made more frequently than twice each twelve months.

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

- a. Loss of Exclusive Recognition by the Union.
- b. Separation of an employee from the Unit.
- c. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union.
- d. Beginning with the first pay period of "terminal sick leave" preceding retirement.
- e. When an employee is temporarily promoted out of the Unit. NOTE: The Employer agrees that when such promotion is terminated the employee will automatically be returned to payroll withholding of his/her union dues.

Section 7. An employee may voluntarily revoke an allotment for the payment of dues by submitting a properly executed Standard Form 1188 to the Civilian Pay Section. The duplicate will be promptly forwarded by that office to the Union upon receipt from the employee. A revocation under this section will not become effective until the first full pay period beginning one year after the date the employee signed the dues withholding authorization. If the allotment is not revoked at the end of the first year, any subsequent revocation shall be effective with the beginning of the first full pay period after 1 March, provided the Standard Form 1188 is received in the Civilian Pay Section by 1 March. The Civilian Pay Section will maintain a supply of Standard Forms 1188 and will make them available to employees upon request.

Section 8. The Employer shall promptly transmit to the Union Secretary/Treasurer, after each regularly scheduled pay day, all the following:

- a. Lists in duplicate of employees on voluntary dues allotments. Each list shall contain the name of each employee- member of NFFE Local 1442, his/her social security number and the amount of the allotment deduction made for each employee-member. Each list shall include the monetary amount of all such allotment deductions made for the employee-member together with the total number of such allotment deductions. Each list shall be accompanied by a summary sheet listing the names of new members

and Union members whose dues were not deducted for that period and the reasons therefore together with the names of those members whose allotment was terminated and the reasons therefore.

- b. A check drawn on the Treasury of the United States and made payable to NFFE Local 1442 in an amount equal to the grand total of all such monetary allotment deductions.

Section 9. The payroll withholding of Union dues will be provided by the Employer at no cost to the Union or the employee.

Section 10. The President of the Union will immediately notify the Civilian Pay Section in writing of any changes in the name and/or address of the Secretary-Treasurer of the Union.

ARTICLE 39  
PERFORMANCE APPRAISAL SYSTEM

Section 1. The Union and the Employer agree that the purpose of the Performance Management System is to provide a framework for more effective personnel management actions which will serve to enhance individual and organizational performance. The Performance Management System will be carried out in accordance with applicable laws and regulations.

Section 2. The rating supervisor shall meet with the employee at least once a year to discuss the performance requirements applicable to the employee's position. The employee's views will be accorded consideration in order to facilitate a mutual agreement with respect to identifying the performance requirements. When a mutual agreement cannot be reached, the Employer shall reserve the right in making the final determinations. For the purpose of this Agreement, performance requirements are defined as the major elements and performance standards that apply to any employee's position.

Section 3. The rating supervisor will meet with the employee on a semiannual basis or as often as necessary to discuss the employee's performance. The rating supervisor will counsel the employee on his/her progress or areas that need improvement and provide assistance to improve job performance.

Section 4. As applicable, at the end of each rating period, the rating supervisor will prepare a written performance appraisal for the employee.

Step 1. The rating supervisor will meet with the employee to thoroughly review the performance record and proposed element ratings and to afford the employee a chance to make written comments. The summary rating will not be communicated to the employee at this time.

Step 2. The appraisal will be signed by the reviewing and/or approving official after any employee comments have been entered on the form and considered by the rating official.

Step 3. The employee will sign the appraisal form after it has been signed by the approving official.

Step 4. After comparing actual performance with established performance standards, an Individual Development Plan (IDP) will be prepared to enhance current and future employee performance.

Step 5. The employee will promptly receive a signed original of the approved performance appraisal form.

DEPARTMENT OF THE ARMY  
LETTERKENNY ARMY DEPOT  
CHAMBERSBURG, PENNSYLVANIA 17201

SDSLE-BE 15 April 1994

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Total Army Performance Evaluation System (TAPES)

- a. TAPES negotiations are completed with NFFE Local 1442 for the Base System (GS-8 and below). You were informed in an E-mail message, dated 7 April 1993, that implementation of the Base System for NFFE 1442 bargaining unit members (grades GS-8 and below) was to occur on or after 15 April 1994 depending upon the end of the individual employee's performance appraisal cycle under the Performance Management System (PMS). A smooth transition is expected as the PMS cycles end for employees during the 1994 calendar year. Employees who have been placed on new PMS standards between 1 January 1994 and 15 April 1994 will be reissued the TAPES Base System Checklist effective 15 April 1994.
- b. Enclosed are an addendum to the initial negotiated TAPES side-bar agreement with NFFE Local 1442, and a master worksheet copy of a significant accomplishment list (SAL) for Base System employees covered by the NFFE Local 1442 Labor Management Agreement. The addendum (Encl. 1) describes the use of the SAL during the evaluation process at the end of the rating period. The master worksheet (Encl. 2) should be reproduced as needed by the immediate supervisor for employees in the work unit.  
  
Supervisors should file the addendum with the other provisions in their LMA for future reference.
- c. Base System employees can direct their questions regarding the TAPES procedures to their supervisors. Supervisors are encouraged to use the available written guidance to answer these questions. Special problems or situations should be referred to your Employee Relations Specialist, x8566.

Signed by: Chief, Employee Relations and Training Division

Enclosures

CF: NFFE Local 1442 Base System Employees  
Supervisors of GS Bargaining Unit Employees (LEAD/TMDE):  
GS-8 and below

TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES)  
ADDENDUM

This is an addendum to the undated agreement between Letterkenny Army Depot and the National Federation of Federal Employees Local 1442 on the implementation of TAPES. The following provisions are added:

The local form entitled Significant Accomplishments List (SAL) will be used in conjunction with the Base System Civilian Evaluation Report, DA Form 7223, in completing ratings for Base System employees.

The SAL will be given to ratees at the time of the initial performance counseling to enable them to track and record accomplishments during the rating period.

At the end of the rating period and before the rating is completed, ratee will submit the completed SAL to their raters for consideration in compiling the rating,

Implementation of the Base System for bargaining unit employees in grades GS 1 thru 8 will commence 15 April 1994.

FOR THE EMPLOYER: Chief Management Negotiator

FOR THE UNION: Chief Union Negotiator

Dated: 1 April 1994

DEPARTMENT OF THE ARMY  
LETTERKENNY ARMY DEPOT  
CHAMBERSBURG, PENNSYLVANIA 17201

SDSLE-BE 28 January 1994

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Total Army Performance Evaluation System (TAPES)

Enclosed are the recently negotiated TAPES side-bar agreement with NFFE Local 1442 and a performance counseling checklist. These documents are to be used in the transition to the TAPES for Senior System employees (GS-9 through GS-12) covered by NFFE Local 1442 Labor Management Agreement (LMA).

The nineteen (19) provisions in the side-bar agreement supplement AR 690-400, Chapter 4302; DA Pamphlet 690-400; and LMA Article 39, Performance Appraisal System. Supervisors should file these provisions in their LMA for future reference.

The Civilian Performance Counseling Statement, SDSLE Form 3692 (15 Jan 94), outlines procedures for administering the initial and later counseling (mid-point), and the closeout sessions. The purpose of the form is to help both the raters and the ratees understand the Army's new performance appraisal system.

Senior System employees can direct their questions regarding the TAPES procedures to their supervisors. Supervisors are encouraged to use the available written guidance to answer these questions. Special problems or situations should be referred to your Employee Relations Specialist, x8566.

Signed by: Chief, Employee Relations and Training Division

Enclosures

CF: NFFE Local 1442 Senior System Employees; Supervisors of GS Bargaining Unit Employees (LEAD/TMDE): GS-9 and above

## TOTAL ARMY PERFORMANCE EVALUATION SYSTEM

This agreement does not re-open the Labor Management Agreement with NFFE Local 1442; but rather, is a side bar agreement to supplement the provisions of Article 39, Performance Appraisal System.

1. The employer agrees to provide a one-time training session for local stewards.
2. TAPES will not be implemented until all employees are oriented to the new appraisal system. The employees will be provided a video tape orientation on TAPES for mandatory viewing and will receive a copy of the DA PAM 690-400, Chapter 430.
3. The agreed upon TAPES program will run for a period of two years. At the conclusion of the period, management and the union will assess the effectiveness of the program, and forward recommendations to DA. The parties will negotiate over any modifications that may be needed at that time.
4. When changes are made to the content of the individual performance standards, the ratee will be given an opportunity for input before the change is implemented. The ratee will be provided a copy of the changes.
5. Army ethic and personal values, as identified in part V of the Evaluation Reports, will not be used in the formula to assign the overall performance rating.
6. Performance counseling sessions will be done IAW NFFE Local 1442 LMA, Article 8, Section 8.
7. When counseling sessions are conducted on a yearly, semi-annual, or individual basis, the rater will advise the ratee when sessions are used to assess performance. When warranted, areas of performance improvement will be identified by management; and when requested, the ratee will be given a copy of the documentation used for the performance counseling.
8. When it has been determined that a ratee is not successfully achieving a performance objective or responsibility, the rater will follow the provisions of the prevailing negotiated agreement and appropriate regulations. Remedial action will include one or more of the following: closer supervision,

coaching, formal or on-the-job training to attempt to achieve successful performance.

9. In the Base system, "Schedules non-emergency leave in advance to avoid impact to work unit effectiveness" means that if the emergency leave (sick, annual or LWOP) is approved, these absences cannot be used to assess performance.
10. Individual performance standards will be consistent with the ratee's job description. Assignments and projects, if assigned under the term, "Other Duties as Assigned", may be evaluated if listed on the Support Form or the Counseling Checklist.
11. At the beginning of the appraisal period, the rater and ratee will discuss what is required to achieve successful performance. Both parties will make a good faith effort to reach an agreement on the individual performance standards. When agreement cannot be reached, it is understood that the rater has the final decision in establishing the individual performance standards, the rater will explain the reasons for the final decision to the ratee.
12. The minimum rating period is 120 days under an approved performance plan. The performance plan is considered approved on the date it is signed by the senior rater. A copy of the approved plan will be provided to the ratee within 5 workdays.
13. Ratings may be adjusted IAW AR 690-400, Subchapter 3-3b.
14. If a senior rater changes the ratee's evaluation, the senior rater will provide reasons for the change to the ratee in writing.
15. After the initial discussion, employees will have up to three (3) workdays to review and provide input into new performance plan objectives or responsibilities (performance standards) prior to initialing the completed support form or counseling checklist.
16. Employees will have up to five (5) workdays to review and provide input on work accomplished during the rating period before the rater has prepared the rating forms. This will occur prior to submission to the senior rater for approval.
17. When the rater puts an employee in for a performance award, the employee will receive a completed copy of the Part III on DA Form 7222 for the Senior System, and DA Form 7223 for the Base System, after the approval is signed.

18. AR 690-400, Chapter 4302, paragraph 1-5 (o), Inability to Rate, also includes a situation where the employee has not received a performance plan. Additionally, when an employee applies for a position and is in an inability to rate situation, the last valid rating of record will be used.
19. Effective 14 February 1994, TAPES Senior System will be implemented for bargaining unit General Schedule employees grades GS-09 through GS-12.

Signed By:

FOR THE EMPLOYER: Chief Management Negotiator

FOR THE UNION: Chief Union Negotiator

Section 5. The evaluation supervisor shall be an individual who has opportunity to directly observe the employee's performance. In the interest of providing for objectivity, an employee should have been working under the evaluating supervisor for at least one-hundred twenty (120) days unless information concerning the employee's past performance during the rating period is available.

Section 6. In those instances of substandard performance, the procedures outlined in Article 41 will be utilized.

ARTICLE 40  
INCENTIVE AWARDS

Section 1. The Employer and Union agree that the Incentive Awards Program is a beneficial program through which employee accomplishments and contributions to the mission are recognized.

Section 2. The Union may designate a representative to attend meetings of the Incentive Awards Committee.

Section 3. The employee's supervisor is responsible for initiating the nomination for cash awards. He/she may or may not elect to give the employee cash with the appraisal. Numerous times, employee's appraisals will come due at or near the end or beginning of the fiscal year. At this time, there may not be money available for an award. This should not be held against the employee.

ARTICLE 41  
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. Should an employee's performance be less than fully successful, the supervisor will counsel the employee, prepare a memorandum for record of this counseling, and annotate the employee's SF-7B card accordingly.

Section 2. If, after a reasonable period of time but not less than thirty (30) days, performance has not improved, the supervisor will provide the employee with a written notice that informs the employee:

- a. Of all critical elements that are not being met;
- b. Of specific instances or examples of unacceptable performance;
- c. That the procedures of the Employee Counseling Service Program will be considered and made available to any employee who so requests prior to initiating action based on unacceptable performance.
- d. That the employee has a specific period of time (reasonable opportunity period) to demonstrate acceptable performance.

Section 3. After following the steps in Sections 1 and 2 above, the rating supervisor may initiate action to reduce in grade or remove an employee because of unacceptable performance. As specified by regulation, efforts to reassign an employee to a vacancy at the same grade (when management reasonably believes the employee can perform the duties therein) should be made prior to considering reduction in grade or removal. If a reassignment cannot be made, the employee will receive a written notice of a proposed change to lower grade or removal. The notice will specify the employee's right to representation in making a reply to the proposal.

Section 4. The employee will have ten (10) workdays to answer the notice either orally and/or in writing. This time limit may be extended by the Employer upon request of the employee if good reasons are given for needing an extension. The employee will then receive a written decision letter which will provide information concerning the employee's right to file an appeal with the Merit Systems Protection Board or a timely grievance in accordance with Article 42 of this Agreement, if applicable, but not both.

## Section 5. Within-Grade Increases

- a. Upon receipt of the notice to supervisors that an employee will become eligible to receive a within grade increase, the rating supervisor will review the employee's current performance, and ensure that there is a current performance rating of record on file in the Civilian Personnel Division. If the employee's current performance or rating of record is below fully successful, action will be initiated in accordance with sections 1 and 2 of this article. Nothing in this article shall prevent the supervisor from assigning a negative acceptable level of competence (ALOC) determination at the conclusion of the waiting period for the within-grade increase.
- b. Notice of a negative ALOC shall be communicated to the employee in writing. The notice shall set forth the reasons for the negative determination and the respects in which the employee must improve performance in order to be granted a within grade increase. The notice shall also inform the employee of his or her right to request reconsideration of the negative determination.
- c. When a negative determination is sustained after reconsideration, the employee shall be informed in writing of the reasons for the decision and of the right to file an appeal with the Merit Systems Protection Board or a grievance under the negotiated procedures in Article 42 of this agreement, but not both.

AMENDMENT TO THE LABOR-MANAGEMENT AGREEMENT

BETWEEN  
LETTERKENNY ARMY DEPOT  
AND  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
LOCAL 1442

Article 42  
Grievance Procedure

The following section is amended as follows in accordance with Article 45 of the Agreement. This Amendment applies in directorates where the director is the only supervisor. In directorates with more than one level of supervision, the procedures in Article 5 of the Agreement will be followed.

Section 5. Individual Grievances.

- a. Step 1. The grievance shall be first taken up orally by the aggrieved employee and/or by the Union representative with the Director in an attempt to settle the matter. It is the responsibility of the grievant and/or the Union representative to clearly inform the Director that the matter is a grievance. To ensure this understanding occurs, the parties should agree on the due of the response at the time of notification, upon receiving the step 1 grievance, the Director will investigate as appropriate, to obtain all necessary facts and information, and will render a decision within 14 days. The Director will make an earnest effort to resolve the grievance at this level.
- b. Step 2. If the grievance is not settled at step 1, the grievant and/or Union representative may within 14 days after receipt of the step 1 decision, submit the grievance in writing to the Civilian Executive Assistant (CEA) or equivalent, or in his/her absence, the activity commander. The written grievance will include written or oral material exchanged at step 1 and the reasons why the step 1 decision was not acceptable to the grievant. The CEA or commander will meet with the grievant and/or Union representative and at the CEA's or commander's discretion, other concerned parties. A written decision will be rendered within 20 days of receipt of the written grievance.
- c. Arbitration. If the grievance is not settled to the satisfaction of the Union at step 2, above, the grievance upon written notice

to the other party may be referred to arbitration within 30 days under the procedure in Article 43 of the Agreement.

In witness whereof, the Parties hereto have executed this Amendment on this date: December 3, 1998.

Signed By:

FOR THE EMPLOYER: Civilian Executive Assistant

FOR THE UNION: President, NFFE Local 1442

ARTICLE 42  
GRIEVANCE PROCEDURE

Section 1. This negotiated procedure shall apply to all matters of concern or dissatisfaction relating to conditions of employment; the effect, interpretation, or claim of breach of this agreement or any law, rule, or regulation affecting conditions of employment. This grievance procedure does not apply to those matters excluded from its scope by law; to reduction-in-force actions; or to separation or termination of employees during trial or probationary periods.

Section 2. Employees in the bargaining unit may be represented only by the Union in filing a grievance under this procedure. However, an employee or group of employees may present such a grievance directly to the appropriate management official and have it adjusted, without the intervention of the union, so long as the adjustment is consistent with the terms of this agreement and the Union has been given an opportunity to be present at the adjustment.

Section 3. The Employer and the Union recognize the importance of settling disputes promptly, fairly and in an orderly manner that will maintain the self-respect of the employee(s) and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 4. Grievances resulting from a continuing condition may be presented at any time. Those resulting from a one-time act or decision must be filed within twenty-one days after the specific act or occurrence giving rise to the grievance. This time limit may be extended by mutual agreement of both parties. Days, when used in this article and elsewhere in this agreement refers to calendar days. In counting numbers of days when applying this article, the first day will be the day following the day that an alleged violation occurred or the day following the day a grievance is acted upon (filed or decided upon).

## Section 5. Individual Grievances.

- a. Step 1. The grievance shall first be taken up orally by the aggrieved employee and/or the union representative with the appropriate supervisor in an attempt to settle the matter. It is the responsibility of the grievant and/or the union representative to clearly inform the supervisor that the matter is a grievance. Upon receiving a step 1 grievance, the supervisor will investigate as appropriate to obtain all necessary facts and information and will render a decision (written or oral) within seven (7) days. The supervisor will make an earnest effort to resolve the grievance. If the basis for the grievance is an action or decision of an official above the first supervisory level, the grievance shall be initiated at the level where this decision was made.
- b. Step 2. If the matter is not satisfactorily resolved following the initial (Step 1) decision, the grievant or the union representative may, within 14 days, submit the matter in writing to the division chief (or appropriate management official). The written grievance will state the nature of the complaint or issue, names of individuals involved, evidence and where it can be located (when applicable), and the specific relief or corrective action sought by the grievant. The official receiving the grievance will meet with the grievant and his/her representative to discuss the matter and obtain additional information as necessary. A written step 2 decision will be rendered within 14 days following submission of the step 2 grievance.
- c. Step 3. If the grievance is not settled at step 2, the grievant and/or the Union may, within 14 days after receipt of the written step 2 decision, submit the grievance to the activity director. The step 3 submission will include the written material exchanged at step 2 and written reasons why the step 2 decision was unacceptable. The activity director or designee may or may not meet with the concerned parties. The activity director or designee will review the record of the case, investigate as he/she sees fit, and will render a written decision within 20 days after receipt of the step 3 grievance.
- d. Arbitration. If a grievance is not settled to the satisfaction of the Employer or Union at step 3 above, the grievance, upon written notice to the other party, may be referred to arbitration

within 30 days under the procedure prescribed in Article 43 of this agreement.

Section 6. Grievances over written reprimands will begin at step 2 of the above procedure. Grievances over suspensions or adverse actions will begin at step 3. Suspensions of 14 days or less may only be grieved under the provisions of this article. The following actions may be grieved under these procedures or appealed to the Merit Systems Protection Board (MSPB) within 20 days after the effective date of the decision (but not both): suspensions of 15 days or more; involuntary reductions in grade; removals; furloughs of 30 days or less.

Section 7. Union and Employer initiated grievances.

- a. A Union grievance (defined as non-personal, non-individual, concerning an issue which has wide impact over the interpretation and/or application of this agreement) will be submitted by the Union directly at step 3. Grievances involving matters of depot-wide application will be submitted at step 3 to the Civilian Personnel Officer/Director of Personnel and Community Activities.
- b. In any charge by the Union that the Employer violated Section 7116(a), Title 5, U.S. Code, the Union may submit the matter for consideration under this negotiated grievance procedure or to the Federal Labor Relations Authority (FLRA) as an unfair labor practice charge, but not both.
- c. An Employer grievance will be submitted in writing by the Employer (activity director or commander) to the Union president within 14 days of the act or occurrence. The Union president will render a written decision within 14 days. If the Employer is not satisfied with the Union's decision, it may, with written notice to the Union, refer the grievance to arbitration in accordance with Article 43 of this agreement.

Section 8. Grievances alleging merit promotion plan violations.

- a. Step 1. In the informal procedure, the employee and/or Union representative will meet with the staffing specialist to investigate and review documentation. If, in the opinion of the employee and/or Union representative, sufficient evidence is found to warrant a grievance, they will meet with the Chief, Recruitment and Placement Branch to present a written grievance within 21 days. The Chief, Recruitment and Placement Branch will

render a written decision within 14 days of receiving the grievance.

- b. Step 2. If the employee is not satisfied with the decision at step 1 above, the employee and/or Union may forward the grievance to the Civilian Personnel Officer (CPO) within 14 calendar days of receipt of the step 1 decision. The CPO may or may not meet with the concerned parties. The CPO will render a written decision within 14 days of receipt of the step 2 grievance.
- c. Arbitration. If the CPO's decision at step 2 is not acceptable, the Union may refer the grievance to arbitration under the provisions of Article 43 of this agreement.

Section 9. Grievances or attendance at hearings will be processed or held during duty hours. Employees and their representatives shall be given a reasonable amount of time (in accordance with the official time provisions of this agreement) without loss of pay or leave to prepare and present grievances and attend hearings.

Section 10. Employees and their representatives, if working the night shift may be assigned to the day shift in order to permit them to prepare and present grievances or attend hearings without loss of pay or leave.

Section 11. Group grievances may be processed as a single grievance if it is determined that the issues and circumstances are identical in all aspects.

Section 12. Rejections and withdrawals.

- a. A grievance presented under this article may be rejected or terminated under any of the following conditions:
  - (1) The relief sought by the union is or has been granted;
  - (2) The grievance is precluded under the exclusions in 5 USC 7121 (c);
  - (3) Failure of the grievant and/or his/her representative to observe the specified time limits in pursuing the grievance.

- b. Any grievant retains the right to withdraw his/her grievance at any time during the grievance proceedings. Withdrawals should be made in writing, with a copy furnished the MER Branch for file in the official grievance file.

Section 13. The Employer shall, upon written request, permit union representatives to inspect, review, and get copies of any and all records used by the Employer as the basis of claims of proof in support of management's actions upon which the grievance is based.

Section 14. Time limits herein may be extended upon the request of either party, explaining the need for such extension. Failure of the Employer to observe the time limits at step 3 of the grievance procedure will entitle the employee(s) to the remedy sought, provided the remedy is not contrary to any law, rule, or regulation. Failure of the employee or his/her representative to observe the time limits herein shall constitute a basis for termination of the grievance by the Employer.

Section 15. It is the intent of the parties to this agreement that any dispute subject to the grievance procedure shall be fully discussed at each step of the procedure for the purpose of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack. Such meetings shall normally provide for the presence of representatives from both parties with direct knowledge of the issues involved.

Section 16. Employees, their representatives, and witnesses must be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and giving testimony.

Section 17. Confidential or privileged information revealed at any stage of this procedure will be protected from unauthorized disclosure by the parties involved.

## ARTICLE 43 ARBITRATION

Section 1. Arbitration will be used to settle unresolved grievances arising under Article 42. Arbitration may be invoked only by the Employer or the Union. Within 30 days following receipt of a step 3 decision on a grievance, a written request must be submitted to the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. A copy of the request will be furnished to the other party and will serve as notice that arbitration has been invoked.

Section 2. Within 15 days following receipt of the request for arbitration, the Commander or his/her designated representative and the Union president or his/her designated representative shall meet to draft the issue(s) to be submitted to arbitration. If agreement is reached on the issue(s) to be arbitrated, a copy of this agreement, the grievance, decisions at each step, and any other information as may be agreed to by the parties shall be forwarded to the arbitrator upon confirmation of appointment. Either or both parties may forward a separate brief to the arbitrator with a copy served to the other party.

Section 3. The parties shall meet within 14 days following receipt of the list of arbitrators to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and Union will strike one arbitrator's name from the list (with the Employer striking first). If no agreement is reached, this procedure will be repeated. The remaining name shall be the duly selected arbitrator. Either party may withdraw the grievance at any time prior to the appointment of the arbitrator.

Section 4. All fees and expenses shall be borne equally by the Employer and the Union. Costs of witnesses, other than the costs of providing official time for witnesses who are otherwise in a duty status to appear, shall be borne by the party requesting the appearance of said witnesses. Arbitration hearings shall be held during the regular day shift hours of the basic work week (Monday through Friday) in facilities on the installation provided by the Employer. Employee participants, if working a night shift, may be assigned to the day shift in order to permit their attendance and participation without loss of pay or leave. Normally, a transcript will not be required. However, it is understood that, in certain situations, a transcript may be of benefit to both parties. When both

parties agree that a transcript is of benefit and one is later taken, then both parties shall share equally in the cost of such transcript. If either party feels it does not need a transcript, then the party requesting the transcript will pay the cost of the transcript. If the party not requesting the transcript later requests access to the transcript, the party that requests access shall be required to pay one-half the cost of the transcript.

Section 5. The arbitrator shall have no authority to change, alter, amend, modify, add to or delete from this agreement, as such right is the sole prerogative of the contracting parties. Neither shall the arbitrator have the power to add to, subtract from, disregard, alter, or modify agency regulation.

Section 6. The arbitrator will be requested to provide a decision as quickly as possible, but in no case later than 30 days after the hearing. The arbitrator's decision shall be furnished the Employer in writing, with a copy to the Union, and such decision shall be final and binding on all parties concerned except when overturned or modified by the Federal Labor Relations Authority acting upon an exception filed by either party.

Section 7. Either party may file an exception to the arbitrator's decision with the Federal Labor Relations Authority under regulations prescribed by the Authority. In the event an arbitrator's decision is appealed by either party to the Authority, action on the arbitrator's decision shall be stayed or delayed until a final ruling by the Authority is received.

ARTICLE 44  
PUBLICIZING THE AGREEMENT

Section 1. Within a reasonable time following the effective date of this Agreement, The Employer will reproduce and distribute sufficient copies of the Agreement to provide a copy to all employees assigned to the unit. As part of their orientation, newly hired, bargaining unit employees will be provided with a copy of the Agreement and advised that they are covered by the provisions of the contract and, as an employee, have the right to join or refrain from joining the Union. The newly hired employee's supervisor will introduce the employee to his steward as soon as feasible.

Section 2. The Employer agrees to post copies of this agreement on all appropriate official bulletin boards in the bargaining unit.

ARTICLE 45  
EFFECTIVE DATE AND TERM

Section 1. This Agreement, as executed by the parties, shall remain in full force and effect for a period of three years from the date of approval and shall be automatically extended for one year intervals unless either party notifies the other in writing not more than 105 calendar days or less than 60 calendar days prior to the expiration date of its desire to terminate or renegotiate this Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

Section 2. This Agreement may be amended at any time by mutual consent of both parties. A request for amendment by either party shall be in writing and shall state the specific article, section, and subject matter to be considered. If it is agreed that this Agreement is to be amended, the parties will meet within 30 days after receipt of such request to negotiate the amendment. Such amendments shall be effective only when approved in the same manner as this Agreement.

**In witness whereof**, the parties hereto have executed this Agreement on this 4th day of June 1992.

Signed By:

Chief, Management Employee Relations  
Letterkenny Army Depot  
Chambersburg, Pennsylvania

Union President  
National Federation of Federal Employees Local 1442

Union Negotiating Team Member

Under Authority delegated by the Secretary of the Army, this Agreement is executed for the Department of the Army.

Signed By:  
Colonel, U.S. Army Commanding