

Collective Bargaining Agreement Between USAMC LOGSA and AFGE Local 1858

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INDEX

ARTICLE	TITLE	PAGE
	Index	2
	Preamble	4
1	Purpose	5
2	Recognition and Coverage	6
3	Provisions of Laws and Regulations	7
4	Agreement	8
5	Labor-Management Relations	10
6	Consultation	11
7	Rights and Obligations	13
8	New Employees	16
9	Union Representation	17
10	Employee Assistance Program	19
11	Hours of Work and Basic Workweek	21
12	Alternate Work Schedule	23
13	Equal Employment Opportunity (EEO)	25
14	Sexual Harassment	26
15	Leave	27
16	Pay	32
17	Overtime	33
18	On-Call Availability	34
19	Premium Pay for Hazardous Duty	35
20	Telework	36
21	Non-Shift Seniority	37
22	Safety	38
23	Health Plans	40
24	Fitness for Duty Physicals	41
25	Worker's Compensation	42
26	Merit Promotion	43
27	Details	46
28	Travel	47
29	Involuntary Reassignments	50
30	Overstrength Positions	51
31	Within Grade Increases for General Schedule Employees	52
32	Temporary and Probationary Employees	54
33	Part-Time Employment	55
34	Competitive Area	56
35	Competitive Level	57
36	Reduction In-Force, Transfer of Function and Furloughs	58

37	Position Classification Standards	60
38	Job Descriptions	61
39	Job Classification	62
40	Tables of Distribution and Allowances	63
41	Reorganization	64
42	Training and Employee Development	65
43	AFGE Bulletin Boards	67
44	Office Space and Equipment	68
45	Training of Union Representatives	69
46	Entrance and Exit Gates	70
47	Delivery of AFGE Literature	71
48	Union Use of the Redstone Rocket	72
49	Payroll Allotment for Withholding Union Dues	73
50	Civilian Welfare and Recreation Program	76
51	Employee Record Card	77
52	Survivor Benefit Counseling	78
53	Incentive Awards - Suggestion Program - Promotions	79
54	Consultants and Experts	80
55	Damaged Government Property	81
56	Energy Conservation	82
57	Inclement Weather or Emergency Conditions	83
58	Buzzers, Bells, Time Clocks, Etc.	84
59	Quality of Life	85
60	Computer ADPE Usage	86
61	Dress Code	87
62	Contracting Out	88
63	Grievance Procedures	89
64	Discipline - Adverse Actions	99
65	Information Request	101
66	Employees With Disabilities	102
67	Summer Hires	103
68	Job Sharing	104
69	Partnership	105
70	Reinvention Labs/Reinvention Government	106
71	Political Activity - Hatch Act	107
72	Acquisition Corps	108
73	Total Army Performance Evaluation System	109
	Acronyms	111

PREAMBLE

Pursuant to the policy set forth in Public Law 95-454, also known as the Civil Service Reform Act of 1978 and the Federal Services Labor Management Relations Statute and subject to all applicable statutes and regulations issued by the Office of Personnel Management and the Department of the Army (DA), this Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitutes a total Agreement and is entered into by and between the USAMC Logistics Support Activity (LOGSA) – Redstone Arsenal (RSA), hereinafter referred to as the Employer; and the American Federation of Government Employees (AFGE) Local 1858 hereinafter referred to as the Union; for employees in the described unit, hereinafter referred to as employees.

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

Therefore, the Parties agree as follows:

The Parties affirm their support, and agree with the intent and spirit of Presidential Executive Order 12871.

ARTICLE 1

PURPOSE

The well-being of the employees and the efficient and economical operation of LOGSA-RSA require that orderly and constructive relationships be maintained between the Employer and the Union. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon the Agreement. It is the purpose of the Agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under this agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationship between the Employer and the Union.
- c. To ensure Union and Employee participation in the formulation and implementation of personnel policies and procedures affecting them, and their "conditions of employment".
- d. To provide for the highest degree of efficiency and responsibility while accomplishing the mission of the Employer.
- e. To enable the Union to fulfill its obligation to represent Employees to the fullest extent of the law.

ARTICLE 6

RECOGNITION AND COVERAGE

a. The Employer recognizes the Union as the exclusive bargaining representative for all eligible Employees within the bargaining unit. The recognized bargaining unit includes, and this Agreement is applicable to, all current and future eligible civilian Employees of LOGSA-RSA. All employees of the Employer are considered eligible except the following categories of civilian employees who are excluded from the bargaining unit and the coverage of this Agreement:

- (1) Management Officials.
- (2) Employees engaged in personnel work in other than purely clerical positions.
- (3) Supervisory Employees.
- (4) Cooperative students.
- (5) Temporary employees (appointments for 90 days or less).

b. Team leaders, unless designated by their job description as supervisor, are considered part of the bargaining unit.

c. Union members (Union appointed officials or elected officials) will not be precluded from being appointed acting supervisor solely because of their Union affiliations.

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

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

ARTICLE 4
AGREEMENT

Section 1. Parties of the Agreement

a. This Agreement shall be binding on all parties after signatures of the following:

(1) President, Local 1858, AFGE.

(2) Commander, LOGSA-RSA

b. This Agreement is subject to and will be forwarded to the Defense Civilian Personnel Management for post audit review.

Section 2. Duration, Renewal, and Termination

This Agreement shall remain in force for 3 years from the effective date, and shall be renewed from year to year thereafter unless either party shall notify the other party, in writing, no more than 105 calendar days nor less than 60 calendar days prior to the initial expiration date, or to any subsequent anniversary date of either party's desire to terminate or renegotiate this Agreement. When notice is given by one party to the other to renegotiate this Agreement, both parties shall, no later than 45 calendar days prior to the expiration or anniversary date, indicate the Article(s) and Section(s), if applicable, in which changes are sought, together with a copy of the proposed changes(s). No later than 10 workdays after submission by the parties of its written proposals, the parties shall meet to determine the date on which negotiations will begin. If a new or revised Agreement has not been negotiated and approved by the expiration date of this Agreement, then this Agreement will be extended until a new or revised Agreement is approved. If neither party notifies the other within the time limit specified herein to renegotiate or terminate, this Agreement will remain in effect.

Section 3. Amendment to Agreement

Any amendment to the Agreement shall be as follows:

a. Where changes in existing laws promulgated outside DA have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law shall be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party with a required response within 30 days to renegotiate the portion of the Agreement affected. Amendments shall be binding after signatures of parties listed in Section 1a above subject to post audit review by Defense Civilian Personnel Management Service.

b. If either the Union or the Employer desires to renegotiate a specific Article or Articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of their decision to agree or not to agree to renegotiation of the proposed Article or Articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place no later than the 45th days from the date of agreement to renegotiate.

Section 4. Distribution

One hundred copies of this Agreement and all amendments shall be provided by the Employer to the Union. The Employer further agrees to post the Agreement on the LOGSA web page.

ARTICLE 5

LABOR-MANAGEMENT RELATIONS

Section 1. Relationships

It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and Management. Consultation and communication shall characterize the relationship at every level of the Union and Management. At each such level, consultation and communication shall be held as appropriate.

Section 2. Requirements

In mutual recognition of the obligations and responsibilities imposed on the parties by the Federal Labor Relations Statute, the Employer and the Union agree that there shall be meaningful consultation between them on mission changes, organizational changes and TDA changes. The Union has the right to request to confer on said consultation. Consultation will be done prior to organizational and TDA changes.

Section 3. Adverse Impact

If it is determined that organizational changes will adversely affect an employee or employees in the bargaining unit then upon the request of the Union, the Employer and the Union shall meet and consult on the steps to be taken to minimize (alleviate) such impact on the conditions of employment.

ARTICLE 6

CONSULTATION

Section 1: Definitions

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

Section 2. Coverage

It is agreed and understood that matters "appropriate for consultation" between the parties shall include personnel policies and practices affecting conditions of employment including such matters as scheduling leave, safety, training, labor-management cooperation, outside hiring, identifying over strength positions, reduction-in-force, methods of adjusting grievance, employee services, contracting-out, and organizations.

Section 3. Union Participation

The Union shall:

- a. Be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.
- b. Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the proposed implementation date.

Section 4. Employer Participation

The Employer shall:

- a. Consider above views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented.
- b. Provide the Union a written statement of its decision on the matter.

Section 5. Conversion of Positions

The Employer will consult with the Union on the impact of converting civilian positions to military positions, or contractor positions prior to any conversions.

ARTICLE 7

RIGHTS AND OBLIGATIONS

Section 1. Mutual Rights and Obligations

a. The Employer and the Union mutually agree that this collective bargaining agreement is the primary basis for labor-management relations. Therefore, the Employer shall be obligated to consult with the Union on changes in personnel policies and practices and matters that would affect the conditions of employment of the persons in the bargaining unit prior to implementation. It is agreed that the Employer and the Union will meet and confer, with respect to personnel policies and practices, as imposed by Public Law 95-454.

b. To the extent that local regulations of the Employer shall conflict with this Agreement, the provisions of this Agreement shall govern.

c. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all bargaining unit Employees.

d. Nothing in this Agreement shall be construed as restricting either party from meeting with the other to consult.

Section 2. National Security

The Employer and Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the organization's missions. Accomplishment of these missions will be the major consideration in all consultations and/or when conferring on agreements developed by the Employer and Union in their day-to-day association.

Section 3. Employee Rights

a. All employees shall be treated with fairness and dignity.

b. The Federal Service Labor-Management Relations Statute states and the parties hereby recognize that each employee in the unit shall have the right to form, join, or assist the Union or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Employees under the law also have the right:

(1) To act for the Union in the capacity of a representative when duly appointed or elected as a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

(2) To engage in collective bargaining with respect to conditions of employment through Union representatives.

c. 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 deduction and/or cash.

d. The employee maintains the right to consult with Union officials, representatives, and shop stewards on questions concerning personnel policies, regulations, and other matters pertaining to conditions of employment using a reasonable amount of official time. The employee maintains the right to have a Union representative present during any discussions with his/her supervisor that the employee has reasons to believe may lead to disciplinary action.

e. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate supervisor and the Union representative at the lowest level capable of resolving the matter.

f. A representative of the Union shall be given an opportunity to be present at an Employer examination of a unit employee in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in a disciplinary action against the employee; and

(2) The employee requests such representation. When such an examination is held, every reasonable effort will be made to schedule it at a time and location which is acceptable to all participants.

g. If a bargaining unit employee has a complaint, and in the event that a grievance becomes necessary and the Union official cannot adequately investigate or prepare for the grievance at the employee's work site, the employee will be granted reasonable time to visit with the Union official at another area. If not immediately approved, the supervisor will inform the employee of the time that the employee can leave the work area.

h. The Employer shall annually inform all members of the bargaining unit of their rights as set forth in paragraphs d, f, and g of this section.

i. For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, participation in Savings Bond Drive, Blood Drives, or other approved solicitations which have been announced in generally published directives. Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer to solicit for contributions. The Union agrees to assist in seeking the needed volunteers. Management and Union officials will sponsor the approved drives.

j. Consistent with the Management rights to assign work to and determine methods and means of performing work, employees can expect assignments to be made consistent with grade level and position description.

k. The Employer will make available a qualified person who will interpret for deaf employees or read for visually handicapped Employees when needed to assist in the accomplishment of official work.

Section 4. Employer rights and Obligations

The Employer retains all management rights provided by the Civil Service Reform Act of 1978 (PL 95-454). Nothing in this Agreement shall be interpreted to affect the authority of any management official to exercises such rights.

Section 5. Union Rights and Obligations

The AFGE Local 1858 retains all Union rights provided by the Civil Service Reform Act of 1978 (PL-454). Nothing in this Agreement shall be interpreted to affect the authority of any Union representative to exercise such rights.

ARTICLE 8

NEW EMPLOYEES

a. The Employer will provide upon request, no more than once a quarter, a list of employees who are new to the Employer and not from activities serviced by the AMCOM, Civilian Personnel Advisory Center (CPAC). This service will be provided as long as automated systems allow for such a report to be generated.

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

ARTICLE 9

UNION REPRESENTATION

Section 1. Elected and Appointed AFGE Local 1858 Union Officials

a. The Employer agrees to recognize the elected Officers appointed Vice Presidents, Union representatives and agents, and Stewards of the Union. All elected Officers and appointed representatives will hereinafter be referred to as Union Officials.

b. The Union shall furnish to the Employer a list of names of all elected Officers, Vice Presidents, Assistant Vice Presidents, and Stewards within 20 working days after the effective date of this Agreement. Changes to the list will be furnished within 10 working days after any new or changed personnel assignments. The list will identify the specific organizational element or physical area for which each Official is assigned or elected to represent.

c. In the event an Official is transferred by SF-50 to another organizational element, the previous designation as a Union Official will be void unless redesignated for the new area by the Union President.

Section 2. Performance of Union Duties

a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, Employer and Union representatives will:

- (1) Meet informally to exchange information and resolve potential problems.
- (2) Make every effort possible to resolve problems at the lowest organizational level.
- (3) Support, foster, and encourage participation on partnership councils.

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

Section 3. Representational Duties and Official Time Use

a. Union Officials will be allowed a reasonable amount of official time for fulfillment of the Union's obligation under this Agreement. Should a supervisor feel that his/her employee is using too much official time and that this is interfering with his/her official duties, the Union Official and the supervisor shall review the problem and attempt to resolve it at the lowest possible level. If the problem is not resolved, it will be referred to higher levels in the Union and Management for resolution. Official time utilized by Union Officials will be for the purpose of, but not limited to:

- (1) Consulting with supervisors on policy matters and conditions of employment.
- (2) Consulting with employees on problems with policies and conditions of employment.
- (3) Representing employees in preparing and compiling data for and presenting grievances to the Employer.

b. The Union agrees to conduct business with dispatch during working hours.

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

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

ARTICLE 10

EMPLOYEE ASSISTANCE PROGRAM

a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family and legal problems, etc., may also create poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union and Employer agree to work together in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavioral problems.

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

c. The EAP is designed to assist employees in:

- (1) Prevention of alcohol abuse and alcoholism.
- (2) Prevention of drug abuse and dependency on drugs.
- (3) Referral for treatment of emotional-behavioral problems.

(4) At the employee's discretion, counsel with families of employees with alcohol, drug abuse, or emotional-behavioral problems.

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

e. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism or drug abuse to voluntarily seek counseling and information from the EAP.

The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problem.

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

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

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

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

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

k. In the event that the Employer determines that an employee should seek help from the EAP, the employee may have Union representation if he/she so desires.

l. The Civilian Program Coordinator for the EAP will periodically meet with the Union representative for the purpose of discussing methods for reaching bargaining unit members needing assistance.

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

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

ARTICLE 11

HOURS OF WORK AND BASIC WORKWEEK

Section 1. Basic Tour of Duty

The normal tour of duty will consist of five consecutive days of 8 work hours, Monday through Friday, commencing between 0630-0800. A period of 7 consecutive days beginning at 0001 on Sunday and ending 2400 the following Saturday constitutes a normal administrative workweek.

Section 2 Changes in Tour of Duty and Administrative Workweek

Changes in the prescribed basic regular tour of duty or normal administrative workweek for specified individuals or for special groups of Employees may be approved by the Commander or designated representative. To change a Tour of Duty, a written notice must be given to the employee 2 weeks in advance of the change except when the agency determines it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. A copy of the written change in Tour of Duty must be sent to the Union President as soon as the Employer determines the new tour of duty.

Section 3. Coverage

Tours of duty will cover a minimum of 40 hours per administrative workweek for all full time Employees or other employees whose appointment, as reflected on their SF 50, is less than 40 hours per administrative week.

Section 4. Exceptions

Tours of duty will be established in Accordance with (IAW) appropriate regulations.

Section 5. Break Periods

Break periods not to exceed 15 minutes during each 4 hours worked will be granted within the individual organization for bargaining unit employees. When break periods are staggered to increase productivity or provide workload coverage, the breaks will be taken by seniority.

Section 6. Lunch Periods

Lunch periods will begin between 1000-1300 in increments of 30 or 45 minutes of non-work time. For employees whose positions require them to take their lunch at their work station, a meal period of not more than 20 minutes will be allowed and counted as time worked for which compensation will be allowed. When the on-the-job meal period is in effect, employees must spend the time in close proximity to their designated work stations.

Section 7. Clean Up Time

Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for clean up and storage of work tools, equipment, and personal hygiene. No across-the-board clean up time will be established. In those instances where it has been clearly established that clean up is required, 15 minutes is considered reasonable time; however, time

required and allotted may vary depending on work areas and conditions. This does not preclude the Employer from assigning other types of work during this specified period.

Section 8. Effect Upon Alternate Work Schedule Article

This article does not supersede or nullify anything negotiated in the Alternate Work Schedule Article.

ARTICLE 12

ALTERNATE WORK SCHEDULE

a. The Employer will establish an Alternate Work Schedule (AWS) for bargaining unit employees. The standard work schedule will be 8 hours a day 5 days a week. The AWS will be 5-4-9 or 4/10 Compressed Work Schedules (CWS). CWS will be provided as specified here to all members of the bargaining unit, if workload, customer needs, and mission requirements permit as determined by management. The CWS 5-4-9 schedule consists of eight 9 hour days and one 8 hour day in an 80 hour pay period. The additional non-work day in the pay period may be Friday or Monday of the first or second week of the pay period. The employee will request which Friday and Monday and management will accept or reject based on workload, customer needs, and mission requirements.

b. The CWS 4/10 schedule will consist of four ten-hour workdays and one day off per week which will be either Tuesday or Wednesday subject to workload requirements. The first-line supervisor may approve participation of no more than one third of the employees in the work unit. If more than one-third of the employees request CWS 4/10, service computation date seniority will take precedence. Employees will request changes to their CWS in writing 2 weeks in advance of the pay period the employee wants the change to start and will be subject to approval of management based on workload, customer needs, and mission requirements. 5-4-9 tours of duty begin from 0630-0800, within 15 minutes intervals. 4/10 tours of duty begin from 0630-0730 within 15 minute intervals with ending time no later than 1800.

c. The Employer will establish a Flexible Tour (flexitour) for all members of the bargaining unit who work standard 8-hour days if workload, customer needs, and mission requirements permit. The employee will be able to choose a starting time, in 15 minute intervals, between 0630 and 0800. If an employee wishes to change their flexitour, the employee must request the change in writing 2 weeks prior to the pay period they want the change to be effective. Changes in flexitours will be subject to mission requirements. Temporary changes in an employee's flexitour, of 1 day but less than 6 days, may be requested 1 day in advance and are subject to management approval based on workload, customer needs, and mission requirements.

d. Lunch periods will be of 30 or 45 minutes of non-work time and will not be taken in conjunction with breaks.

e. Employees may initially submit their requests for CWS and flexitour 2 weeks prior to the first full pay period, 30 workdays after the effective date of this Agreement. The effective date of the requests for those employees permitted to participate in CWS and flexitour will be the first full pay period 30 workdays after the effective date of this agreement.

f. Newly hired employees or employees new to the organization will be given the opportunity to request to participate in CWS and flexitour IAW this Agreement.

g. Employees scheduled for training, TDY, or special assignments, will work the schedule of the host activity or hours predetermined by the supervisor.

h. Overtime, holiday, and premium pay will be paid IAW applicable rules and regulations. Employees may request compensatory time off instead of pay for official overtime subject to the approval of management. Employees covered by the Fair Labor Standards Act must request

compensatory time in writing. Compensatory time off will be limited to General Schedule Employees.

i. Employees working in shift operations may not be allowed to participate in CWS if management cannot make it fit with other employee work schedules or if workload, customer needs, or mission requirements will not be met.

j. A holiday in-lieu of holiday will equal the number of hours an employee is scheduled to work that day. Employees who work CWS do not have to make up the one-hour or two-hour differences in an eight-hour holiday. If a holiday falls on an employee's non-workday, the employee will request that the preceding or following workday be designated as the "in lieu of" holiday, subject to approval by the supervisor.

k. Credit Hours. An employee who works an eight-hour day tour of duty may request credit hours. Credit hours must be requested by the employee and approved by the supervisor prior to being worked. Credit hours will be worked and recorded in one-hour increments per day up to a maximum of 24 credit hours. Therefore, balances over 24 hours must be used within the same pay period in which they are earned. Credit hours may not be earned on days that leave is taken. Credit hours can be worked and used on the same day or credit hours may be accumulated for use in subsequent pay periods. Part-time employees may not carry more than 25 percent of their biweekly basic work requirements to a subsequent pay period. Credit hour balances in excess of the maximum carryover at the end of the pay period will be forfeited.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

b. The Union and the Employer shall cooperate to the fullest extent to assure Equal Opportunity in hiring, training, promotions, and other conditions of employment for all employees.

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

d. Activities, facilities, services, and training programs operated, sponsored or participated in by this installation will be made available to all employees without discrimination.

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

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

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

ARTICLE 14
SEXUAL HARASSMENT

The Employer's policy is to provide a work place free from sexual harassment. This prohibition applies to anyone of the same or opposite sex. This prohibition applies to every employee, supervisor and management official of the Employer. Prohibited actions include but not all inclusive:

- (a) Unwelcome sexual advances.
- (b) Request for sexual favors.
- (c) Verbal or physical conduct of a special nature which creates an intimidating, hostile, or offensive environment.

ARTICLE 15

LEAVE

Section 1. Annual Leave

a. Employees shall earn annual leave IAW applicable laws. Accrual of annual leave is a right of the employee and its accrual may not be denied. The taking of annual leave is also a right of the employee, subject to leave being scheduled IAW work requirements. The Employer will attempt to satisfy the desire of employees with respect to approving annual and emergency (unscheduled leave). If the leave is denied, the Employer will provide the reason to the employee. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimate of work load and/or operational requirements. Overtime shall not be used solely as a basis for denial of scheduled and/or emergency annual leave.

b. When the Employer finds it necessary to refuse or cancel leave and the refusal or cancellation results in the employee losing leave at the end of the year, if requested, the reasons for such action will be furnished in writing to the affected employee. Any annual leave that the employee would lose at the end of the leave year because of the refusal or cancellation may be restored to the employee's leave account as prescribed in regulation.

c. When an employee at the worksite requests annual leave by submitting an official leave request form, the supervisor or his/her designated representative shall either grant or deny the employee's request immediately if leave is being requested for the same workday, or not later than the end of the same day if emergency leave is being requested for the immediate following and/or subsequent workdays.

d. Except where circumstances beyond the control of the employee do not permit, the employee must contact his/her supervisor or the supervisor's designated representative during the first half of the assigned tour of duty and request approval of the use of emergency annual leave.

Section 2. Sick Leave

a. An employee has a right to use accrued and accumulated sick leave whenever he/she is incapacitated by reason of illness or injury; is receiving emergency medical, dental, or optical examination or treatment; or would jeopardize the health of others because of exposure to a contagious disease. Approval, of course, is contingent upon submission of acceptable support evidence. In the absence of fraud or subterfuge, the entitlement to use sick leave is a basic right of every employee which may not be denied. The right of the employee to take sick leave for non-emergency medical, dental, or optical examination is subject to the requirement that sick leave be requested in advance and to the authority of the designated official to approve or disapprove the proposed time based on the need for the employee's services.

b. Employee shall earn sick leave IAW applicable statutes and regulations.

c. Notice of illness or disability shall be given by the employee to their supervisor or his representative as soon as possible and normally NLT 2 hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the 2 hour limit, the employee will report his absence as soon as possible. When an employee is requesting sick

leave, for workload planning purposes, the employee will, to the best of his/her ability, inform his/her supervisor or designated representative as to when he/she may be expected to return to work.

d. Normally, an employee shall not be required to furnish a doctor's certificate to substantiate a request for sick leave for 3 workdays or less. However, in cases where there is reasonable cause to suspect abuse of sick leave a written notice may be issued to the employee that they must furnish a medical certificate to support any period of sick leave. The notice will include the factual reasons thereof. Prior to issuing a written notice, the supervisor may elect to counsel the employee.

e. It is agreed that all such cases requiring a medical certificate for each absence shall be reviewed by the immediate supervisor or his/her designated representative for the purpose of determining when such a requirement can be eliminated. Each review shall take place at the end of 6 months from the date of issue of the written notice requiring a doctor's certificate and shall be removed from the employee's record if the situation has been corrected for a continuous period of 6 months. Certificates must be submitted by the employee within 7 calendar days after return to duty.

f. Periods of absence of sick leave in excess of 3 consecutive workdays ordinarily must be supported by a medical certificate to be filed within 7 calendar days after return to duty. In certain instances, it may be unreasonable to require such a certificate. In such cases, a signed statement by the employee stating the nature of this need for such leave and the reasons why a certificate was not obtained may be acceptable in lieu of a certificate.

g. Employees who, because of illness, are released from duty are normally not required to furnish a medical certificate to substantiate sick leave for the day released from duty. However, the supervisor retains the discretion to require this as necessary. Subsequent days of absence shall be subject to the provisions of other applicable sections of this Article and pertinent regulations.

Section 3. Military Leave

Military leave for training purposes is allowed. Such grant of military leave will be granted IAW appropriate Civilian Personnel Regulations and appropriate laws.

Section 4. Voting and Registration Leave

a. The Employer agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to ensure them an opportunity to vote on an election day IAW DA regulations.

b. The Employer and Union agree that should an employee's voting place be located beyond a 40 mile radius from the employee's worksite or when absentee ballots are not permitted or voting laws require the voter to personally appear to obtain and/or cast such absentee ballot on other than non-workdays, or an employee's polling place is not open for a national, state, local election or referendum, at least 3 hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit him/her to report to work 3 hours after the polls open or leave 3 hours before the polls close, whichever requires the lesser amount of time off. The Employer agrees to observe a liberal policy in granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of 1/2 day shall be charged to annual leave and if annual leave is exhausted, then to Leave Without Pay (LWOP).

c. The Employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, such employees may be granted time off to register on substantially the same

basis as for voting, except that no such time off shall be granted if the employee can register on a non-workday and the place of registration is within a reasonable 1 day round trip travel distance of the Employee's place of residence.

Section 5. Excused Absence - Blood Donation

Each time an employee participates in an authorized blood donation program, the Employer will allow administrative leave for recuperation, in addition to travel time to and from the place of donation, subject to workload requirements and in accordance with Redstone Regulation 690-2.

Section 6. For the Purpose of Maternity Leave

Any female employee may be granted sick leave, annual leave, or LWOP IAW regulations for purposes of pregnancy/child bearing. A female employee may use available sick leave to cover the time required for physical examinations and periods of incapacitation due to pregnancy. Male employees may be granted annual leave or LWOP for paternity purposes.

Section 7. Family and Medical Leave

a. Leave will be administered IAW Sections 6381 thru 6387 of Title 5, U.S. Code as added by Title II of the Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3), February 5, 1993). For all rights and requirements, refer to the Local CPAC.

b. Employees will be entitled to 12 workweeks of unpaid leave during any 12 month period for the following purposes:

- (1) The birth of son or daughter of the employee and the care of such son or daughter;
- (2) The placement of a child with the employee for adoption or foster child;
- (3) The care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.

c. The FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute other paid time off for any unpaid leave under the FMLA. The FMLA leave is in addition to other paid time off available to an employee.

d. Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay status, and other terms and conditions of employment".

e. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon return to work.

f. The employee must provide notice of his/her intent to take family and medical leave not less than 30 days before leave is to begin or as soon as practicable.

g. The Employer may request medical certification for FMLA leave taken to care for an Employee's spouse, son, daughter, or parent who has a serious health condition.

Section 8. Leave Sharing

The Employer will support the program of leave sharing. Any eligible employee in need of sick leave shall be able to submit his/her name for leave sharing. Through supervisory channels, any donated leave will be given to the employee to alleviate the LWOP, etc.

Section 9. Leave of Absence

An employee may be granted a Leave of Absence from work to tend to personal problems or illnesses which do not fall under the FMLA. The employee will submit his/her request to the Employer 10 working days in advance of the need date or as soon as practicable. The Employer may grant LWOP on an individual and equitable basis. Criteria to be taken into consideration are employee needs, the mission, and work history of the employee.

Section 10. Advance Sick Leave

An employee may be granted up to 240 hours advance sick leave by the Employer's supervisor, as long as the employee will be able to pay back the sick leave (condition of employee, if employee returning to work, etc.).

Section 11. New Leave Entitlements

An employee may use sick leave to give care to a family member having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave IAW current or future law.

Section 12: Court Leave

a. The Employer agrees to authorize Court Leave for Employees for jury duty or to appear as a witness, IAW applicable regulations. Employees are encouraged to request specific information regarding the authorization of Court Leave at the time that they become aware that they may need to participate in a judicial proceeding.

b. If an Employee on Court Leave is excused or released by the court prior to the end of their otherwise scheduled tour of duty, the employee will contact their supervisor for further instructions.

Section 13. Excused Absence for Climatic or Disaster Conditions

a. When appropriate notice has been received that all or part of the installation will be closed because of climatic or disaster conditions, the Employer will notify employees and will excuse eligible employees as defined in CPR 990-2 from duty without loss of pay or charge to leave for the period that the installation or part of it is closed.

b. The Employer and the Union agree that the following or other still apply:

(1) Employees who are on prior approved annual or sick leave for the entire day will be charged leave only for the period of time up to the early dismissal.

(2) Employees who after having been on duty during the first part of the day absent themselves on either approved annual or sick leave before notice of early dismissal decision is received will be charged leave only for the period of time up to the time of early dismissal.

(3) Employees who apply for annual or sick leave after the receipt of an early dismissal will be charged leave in multiples of 1 hour for the time to the early release.

(4) When an employee is forbidden by state or local authorities to proceed on a public roadway and a reasonably accessible alternate route is not available, or the Arsenal is opening late due to inclement weather, then the employee may request excused absence IAW Redstone Regulation 690-2.

ARTICLE 16

PAY

Section 1. Payment

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

Section 2. Loss of Pay

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

Section 3. Overpayment

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

ARTICLE 17

●OVERTIME

a. The Employer reserves the right to assign overtime. The Employer agrees to compensate employees IAW applicable laws and regulations for all directed work time in excess of employee's regularly scheduled tour of duty. The process for assigning overtime will be based upon mission and workload requirements and on factors which are reasonable. Individual employees will not be forced to work overtime against their expressed desires so long as full requirements, as determined by management, can reasonably be met by other qualified bargaining unit employees. Should all bargaining unit employees decline available overtime in the affected unit, the overtime may be worked by non-bargaining unit employees or supervisors.

b. The Employer will take into consideration any anticipated overtime when making work assignments and make such assignments so as to distribute overtime as equitable as possible among employees in the same job description and in the same organizational unit where the overtime is to be worked. The employee having the least number of overtime hours for the current calendar year will have the first right of refusal. When the Employer is considering the assignment of overtime work to contractor employees, the Employer shall consider offering such overtime work first to qualified bargaining unit employees. Official overtime records shall be made available for review at the request of Union officials.

c. The Employer reserves the right to decide whether or not full requirements can be met by available employees. If full requirements cannot be met by employees who volunteer to work overtime, the Employer shall direct individual employees to work as required.

d. When the Employer is considering the assignment of overtime work to supervisors and others not covered by this Agreement, the Employer shall consider offering such overtime work first to bargaining unit employees who are ready, willing and able to perform the overtime work.

e. An employee shall receive at least 2 hours of paid overtime if called back to work, either on a regular workday after the employee has completed their daily tour and has left their place of employment, or one of their scheduled non-workdays, even if their services cannot be utilized for 2 hours. Time worked will be compensated IAW applicable laws and regulations either as paid overtime or compensatory time.

ARTICLE 18
ON-CALL AVAILABILITY

Section 1. General

- a. Designating personnel for on-call status will be done in consideration of the operational requirements of the command and applicable laws and regulations.
- b. On-call status will be distributed as equally as possible among qualified civilian personnel IAW operational requirements.
- c. On-call status personnel will furnish a telephone number(s) for the location where they may be reached.
- d. When possible, on-call schedules will be published at least 2 weeks in advance.

Section 2. Pay

Any civilian employee called back to work after having completed a regularly scheduled tour of duty shall be paid IAW appropriate regulations and this agreement.

ARTICLE 19

PREMIUM PAY FOR HAZARDOUS DUTY

The Employer agrees to pay hazard pay differential to employees who are assigned to and perform hazardous duty and/or duties involving physical hardship as specified by appropriate regulations.

ARTICLE 20

TELEWORK

Management agrees to formulate a policy on telework. The policy will include implementation methods for employees to telework in the event of a personal medical emergency or condition lasting more than three (3) days but less than six (6) months. Also the policy will address the implementation of compensation for an employee that is called by his or her supervisor during non-duty time and performs work during non-duty time off-site. Changes to the policy or implementation will require Union notification.

ARTICLE 21

NON-SHIFT SENIORITY

a. In all cases where seniority is used in the Agreement, except for shifts (Article 11), the following definition will apply.

Seniority is defined as an employee's time in the Bargaining Unit. When employees have the same amount of time in the Bargaining Unit, ties will be broken by:

- (1) Time in the Activity
- (2) Service Computation Date
- (3) The Oldest Employee

b. Union officials, elected or appointed, will have top seniority in all cases where seniority is used.

ARTICLE 22

SAFETY

a. The Employer shall provide a safe and healthful work place that complies with applicable laws and regulations relating to the Safety and Health of all Employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

b. The Employer agrees to compile and maintain a record of all known accidents and report possible causes of potential accidents.

c. The Employer and the Union agree that one employee from the organization affected and recommended by the Union shall be appointed to membership on each formal organizational Safety Committee. The Union agrees to support fully and promotes the principles and regulations of the Installation Safety Program through their communications media and shall cooperate with the Employer in specific safety campaigns. The employee agrees that the Union appointee to the Safety Committee shall be given the opportunity to attend organized Safety Training (at the Employer's expense) at least once each year. A Union representative shall be present during all safety inspections.

d. The Employer agrees to supply and maintain fire extinguishers in all organizations IAW pertinent governing and controlling regulations and standards. All Employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguishers.

e. When necessary and required, protective devices meeting DA specifications or standards shall be furnished by the Employer and used by the employees. The maintenance of such is also recognized as the responsibility of the Employer.

f. An employee may decline his or her 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 an insufficient time to see effective redress through standard or developed safety practice procedures.

g. When work is defined as hazardous by appropriate laws or regulations, the Employer will take the necessary precautions, as defined by the appropriate laws or regulations, to ensure the employee's safety. Employees shall not be required to work on or about a hazardous job operation, without being provided proper precaution.

h. The Employer shall consider an employee's qualifications before requiring the employee to perform repair work on or about moving or operating machines while in motion or operation. The employee may decline to perform such repair work 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 an insufficient time to see effective redress through standard or developed safety practice procedures.

i. The Employer agrees the Union shall be provided an opportunity to participate in and contribute to changes in Safety regulations and to contribute ideas for improving safety.

j. Notices of violations for Risk Assessment Code 1 or 2 hazards will be posted in the workplace where the hazard is discovered. Where it is not practical to post the notice at or near the hazard, it will be posted in a prominent place where it will be readily observed by all affected personnel.

k. The Employer shall inform employees sustaining on-the-job injuries or established job-connected illnesses of their rights under the Federal Employee Compensation Act and of the pay and leave options available to Federal employees. Employees shall immediately report job-connected injuries or illnesses to their supervisor. The Employer shall ensure that appropriate CA forms are completed and assist employees regarding the Office of Worker's Compensation Program claims process.

ARTICLE 23

HEALTH PLANS

Each employee of the bargaining unit shall be advised by the Employer in writing (e-mail) at least once a year of all available Health Plans. The Employer shall distribute Health brochures after notification that an open season or change to the plan is anticipated. Representatives of available Health Plans shall be allowed access to LOGSA and furnished office space at least one time a year to explain the Health Plan to interested employees and to answer questions. Space will be allocated in the *Redstone Rocket* and on e-mail to announce these visits.

ARTICLE 24

FITNESS FOR DUTY PHYSICALS

a. Employees required to submit to fitness for duty physical examinations shall be informed of their options IAW appropriate regulations. The requirement will be furnished to the employee in writing and a reasonable time will be arranged for the examination, but not less than 5 workdays prior to the notification. This Article does not pertain to emergency situations or accidents.

b. Any fitness for duty examination (physical) and or psychiatric)) will be conducted IAW applicable laws and non-negotiable regulations.

ARTICLE 25

WORKER'S COMPENSATION

a. The Federal Employee's Compensation Act (FECA) provides for benefits to Activity employees who are injured, become ill, or die as a consequence of their Federal employment. Such benefits shall constitute the exclusive remedy for work-related injury or disease for Activity Employees. The U.S. Department of Labor (DOL) is responsible for administering the provisions of the FECA.

b. The appropriate management organization is responsible for coordinating the FECA program and for ensuring that employees are aware of the benefits to which they are entitled. The appropriate management organization is responsible for reviewing claims for correctness prior to submitting to the DOL for adjudication.

c. Where there is an on-the-job injury, the injured employee shall be instructed to obtain medical attention as soon as possible. If the injured employee is incapable of driving himself/herself, the supervisor will be responsible for arranging proper transportation. Activity employees are responsible for reporting all work-related injuries to the supervisor.

d. The injured employee, or a person acting on his/her behalf, shall complete the employee's portion of the required injury forms and give them to the immediate supervisor or his/her designated representative who will review the employee portion of the form, finalize the supervisor's report and forward the completed package to the appropriate management organization in a timely manner. The employee must supply specific details concerning the injury. The employee is also responsible for apprising the supervisor of his/her current medical condition/restrictions once a claim for injury/illness has been filed.

e. If any employee feels he/she has not received fair treatment regarding an on-the-job injury or occupational disease, he/she may report the incident to the Compensation Claims Office.

f. The Union may assist an employee with compensation claims at the employee's request. The employee must designate his/her representative in writing and forward a copy of this designation to both the CPAC and DOL.

g. The Employer will ensure that all affected members of the bargaining unit are made aware of their rights concerning Worker's Compensation.

h. The Employer shall provide the Union with the name of a contact person who may be contacted by a bargaining unit employee to provide information and assistance in processing an injury claim which the employee has filed. The name of the contact person shall be provided to the Union within 30 days after the effective date of this Agreement. This designation shall be kept current.

i. When a representative of the Union has been designated as an employee's representative for a compensation claim, the representative shall be afforded full cooperation by the appropriate Government officials and supervisors involved. The Union representative shall be afforded a reasonable amount of representational time while working with an employee on a compensation case.

ARTICLE 26

MERIT PROMOTION

1. Promotions will be based on merit system principles except where specifically authorized by law and regulation (5 CFR 335).

2. Selection for promotion and advancement will be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition that assures that all receive equal opportunity.

3. An automated candidate evaluation program (currently RESUMIX) employing an Inventory Based Recruitment System (IBRS) will be used as the merit promotion system for filling positions. Should DoD or Army adopt a different automated system that operates under the same general principles as the current system, the procedures described below will remain in effect. The parties agree that the implementation of the automated system, RESUMIX, will result in the use of Army and regional merit promotion plans with local supplementation.

4. In accordance with 5 CFR 335, Management has the right to select or not select from any available recruitment sources. This includes the automated system, RESUMIX, Delegated Examining Unit List, and other appropriate sources of recruitment. The selecting official will use a selection checklist, consider all referred candidates, and provide job related reasons why the selectee is the best candidate for the position. If the selectee declines, a second selection should be made from the referral list. If there are three or more referred candidates, reasons must be provided, reviewed by the CPAC, and accepted by the servicing Civilian Personnel Operations Center prior to issuance of a second referral list for the same Request for Personnel Action. Final selections must be reviewed by at least one level higher than the selecting official.

a. The minimum area of consideration may vary depending on the needs, attracting applicants from diverse backgrounds, manpower/budget restrictions, and the number and quality of applicants expected. Normally the minimum area will include the CPAC serviced workforce unless a smaller area (command/activity or below) can produce at least five best-qualified candidates. If there are less than five best qualified candidates and the area of consideration included the entire CPAC serviced workforce, the selecting official can either choose to select from the list or request the area of consideration be expanded.

b. Vacancy announcements will be posted on the Army web page and will be open for a minimum period of 11 workdays. Supervisors will make and post copies of announcements for employees who do not have web access.

c. For each recruitment personnel action, the top 25 candidates who possess all required skills will be referred as "best qualified." If there are less than 25 candidates who possess all required skills, all will be referred as "best qualified." If there are more than 25 candidates who possess all required skills, candidates will be ranked based on possession of job related desired skills. If there are other applicants who are tied with the 25th applicant, they will also be referred. If multiple vacancies are known at the time the list is issued, one additional candidate can be referred for each additional vacancy plus ties. For example, if there are 3 vacancies, 27 names plus ties can be referred.

d. The automated system RESUMIX IBRS, will be used as the method for evaluating candidates to determine those who are referable as best qualified under competitive merit promotion

procedures. Candidates must possess all required skills and will be ranked based on the number of desired skills they possess. Required and desired skills may be adjusted to achieve a valid referral list. The names of the candidates will not be released to the selecting official until the list is issued.

e. The Employer will provide access to a government computer for employees to submit resumes to RESUMIX and to self-nominate for vacant positions.

f. Candidates will use the web based ANSWER system or any subsequently developed web based systems, for information on referrals and selections.

g. Interviews:

(1) Interviews will be conducted for General Service (GS)-14/15 or equivalent positions. Interviewing is optional for other positions. If interviews are conducted, job related reasons may be used to reduce the number to not less than five candidates to be interviewed.

(2) If interviews are conducted, the interview questions must be approved by the reviewer prior to conducting interviews, and a nondisclosure statement will be signed by all panel members (if used) and by all interviewees. All candidates should be asked the same questions.

(3) Interviews will not be used to test the candidates, but will be concerned with experience and training. Interview results should not be given undue weight, rather they should be combined with the results of other evaluation factors to determine the candidate's final position relative to other competitors. Interview results are only part of the overall process and must be used in combination with other evaluation criteria.

h. Panels, if used, must include a minimum of three members, but five members are preferred. To the extent possible, the composition of the panel should include at least a minority, a female, and a non-minority, and the members should be at least the same or higher grade.

i. The Employer may invite qualified bargaining unit personnel to serve as observers of the rating and ranking of candidates accomplished by selection panels. The organization filling the vacancy will approve these observers. Observers will occupy positions that are at a grade level no lower than that of the position being filled and will be familiar with the kind and level of responsibilities involved.

j. The selecting official will consider all referred candidates and provide job related reasons why the selectee is the best candidate for the position. Selection matrices will be prepared and maintained by the selecting official to respond to any inquiries or complaints. Selection matrices will include names and analysis of all candidates along with weights/reasons for each factor used.

k. The selected employee will be released not later than the beginning of the second pay period following the pay period in which a release date is requested.

l. Temporary promotions for more than 120 days will be done competitively (more than 179 days in activities undergoing major drawdowns or closures within two years of the effective date).

m. Temporary assignments of qualified employees to higher graded positions are normally done by temporary promotions when it is expected to last more than 60 days and authority exists to fill the positions within budget, strength, and high grade controls.

5. Selection matrices will be used to document all selections under formal competitive merit promotion or career referral procedures. The experience elements used must be based on the requirements of the specific position being filled. The Employer will ensure that there is a consistent approach used in crediting education, training and awards for similar (same series and grade) positions within their primary organization.

6. The selection criteria and selection matrix must be developed, pre-approved by the reviewer, signed by the selecting official and reviewer, and a copy provided to the CPAC prior to the issuance of the referral list.

7. If interviews are conducted, the interview questions must be approved by the reviewer prior to conducting interviews, and a nondisclosure statement will be signed by all panel members (if used) and by all candidates interviewed.

8. Upon request, selecting officials will debrief non-selected candidates. This will include sharing the selection criteria plus the scores given to the selectee and the non-selected candidate. If composite scores are used, all scores that comprise that composite score will be also be provided. The information released will be sanitized and in accordance with the Privacy Act.

9. The Union may submit a written request for an electronic copy of the merit promotion list, the applications of all referred candidates, and the reasons for selection. Upon request, the reasons for selection will include the selection criteria and a matrix with the scores of all candidates but the names of only the selectee and the concerned employee. All information released will be sanitized and in accordance with the Privacy Act.

10. Management will send an e-mail to LOGSA employees advising of LOGSA positions being announced for competitive application to include information as to how the complete position description can be obtained by the employee.

ARTICLE 27

DETAILS

a. Details are intended only for meeting temporary needs when necessary services cannot be obtained by other desirable or practical means and will be kept as short as possible.

b. The circumstances of when employees may be detailed include, but are not limited to, emergencies caused by abnormal workload, special projects or studies, change in mission or organizations, extended absences, pending description and classification of a new position, or pending clearance.

c. If the need for services is not strictly temporary, the Employer will consider making a permanent assignment to meet the need.

d. An employee need not necessarily qualify for a position to which detailed; however, it is desirable that an employee be qualified for the position and a detail should be reasonably related to an employee's official position and qualification.

e. Details of employees to lower graded positions will be kept within the shortest practicable time limits as required by applicable regulations.

f. An employee shall not be detailed to any position for at least 3 months after appointment from an Office of Personnel Management (OPM) register, except for an emergency detail at 30 days or less.

g. Details to higher-grade positions or to position with more promotion potential: An employee may be detailed to a higher grade position or to a position with more promotion potential up to 1 year, in not more than 120 day increments. Competition is required after the initial 120 day period. Service in a detail position during the initial 120 day period shall not be used as the only determining factor for promotion purposes.

h. Details of employees to same or higher-grade positions will be kept within the shortest practicable time limits as required by applicable regulations.

i. Details in excess of 30 days to higher graded positions or to a position with more promotion potential must be documented on an SF 52.

j. The LOGSA-RSA bargaining unit employees not selected for a competitive detail will be provided the selectee's name and reason for selection, in writing, if requested.

ARTICLE 28

TRAVEL

Section 1. General

Travel requirements will be accomplished IAW appropriate laws and regulations such as the Joint Travel Regulation.

Section 2. Hours of Travel

Whenever possible, employee travel shall be scheduled during regular duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, he/she, at the employee's request, shall furnish the employee in writing the reasons for necessity of such a schedule. To the extent permitted by law and regulation, compensatory time will be provided to exempt employees traveling during non-duty hours.

Section 3. Duty Status

a. Exempt employee's time spent in a travel status away from the official duty station is not "hours of work" unless the travel:

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

Any pay due an exempt employee for time in travel status in connection with any one of the four conditions listed above shall be paid on the same basis as if the employee were at his/her normal work site.

b. The Fair Labor Standards Act of 1938, as amended by Public Law 93-259 (8 April 1974), applies to Federal Employees who are not exempted from that statute IAW its terms. For nonexempt employees, the Fair Labor Standards Act provides that:

- (1) Time spent traveling shall be considered hours of work if:
 - a. An employee is required to travel during his/her regular working hour.
 - b. An employee is required to drive a vehicle or perform other work while traveling;
 - c. An employee is required to travel as a passenger on a 1 day assignment away from the official duty station; or
 - d. An employee is required to travel as a passenger in an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

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

(3) Nonexempt employees must be paid IAW the provisions of the Fair Labor Standards Act or 5 USC 5501 et seq., whichever are more favorable to the employee.

Section 4. Rental Vehicles and On-site Travel

In the event that an employee is not authorized a General Services Administration (GSA) vehicle, commercial rental vehicle, or Privately Owned Vehicle (POV) while on Temporary Duty (TDY), all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business shall be paid for by the Employer. Any use of a GSA vehicle for personal business is prohibited. Any use of a commercial rental vehicle or POV for personal business while on TDY shall be at the employee's expense. In addition, if the employee is authorized a rental vehicle, the Employer shall advance the employee the maximum allowable amount. Automatic Teller Machines and Government approved credit cards will be utilized IAW appropriate regulations.

Section 5. AWS Schedule Changes

Employees on TDY will adjust their work schedule to comply with that of the TDY site; except that employees who are on AWS and where TDY status does not exceed five continuous days shall not be removed from their AWS during the TDY.

Section 6. Employee Assistance Program/Contractor-Issued Card

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

Section 7. Travel Claim Timeframe

In recognition of the Travel Regulatory requirement that travel claims be settled within 25 workdays of the completion of TDY, the parties agree to the following policies and procedures.

a. Employees shall submit travel claim vouchers to the Employer within 5 workdays of the completion of the TDY, unless extenuating circumstances exist. The Employer agrees to forward said voucher to the servicing DFAS Operating Location (OPLOC) in an expeditious manner.

b. When trip reports are required, completion of them will be independent from the voucher to DFAS OPLOC.

c. Employees are subject to administrative fees and interest charges if found negligent in filing and repayment of unused advances. In accordance with applicable regulations, fees, interest, and reimbursement may be withheld from the employee's pay once the employee fails to respond to a notice that the full amount will be withheld the following pay period unless the employee makes other acceptable arrangements with the servicing DFAS OPLOC. Such arrangements may provide for repayment, including fees, interest, and penalties on the amount owed, over a series of pay periods.

Section 8. Government Quarters

Employees whose normal duties require travel in excess of 50 percent of the total number of basic administrative workweeks in a fiscal year shall be excluded from staying in Government quarters IAW applicable laws and regulations. This exclusion does not apply to employees attending long-term training on a military installation. Positions meeting these TDY requirements shall be identified by the Employer at the beginning of the fiscal year. A determination to exclude a particular position under these criteria shall apply to all incumbents of that position. Employees shall not be held liable for refund of the lodging portion of per diem in the event a tally of the TDY for the fiscal year fails to reach 50 percent. Such tally shall not serve as the sole basis for denying the exemption in subsequent fiscal years.

Section 9. Personal Hardship

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

ARTICLE 29

INVOLUNTARY REASSIGNMENTS

a. Involuntary reassignments may be necessary when needs of the Employer requires non-Reduction in Force (RIF) related reassignments. In those cases where specific expertise is needed to meet mission requirements, the Employer (extent possible) shall select from those employees having the specific expertise needed. If more than one person has the same qualifications, then the employee having the least seniority shall be selected first.

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

ARTICLE 30

OVERSTRENGTH POSITIONS

The Employer shall notify the Union in advance of reorganizations, realignments, etc., which will result in declaring positions as overstrength. At the Union's request, a list of positions designated as overstrength, together with the names of affected employees, will be provided. Employees will be advised by the Employer, at their request, as to the basis for declaring their position as overstrength and the criteria used to designate the affected employee. The Employer and the Union agree that declaring an employee's position as overstrength will not reflect on the character of the employee.

ARTICLE 31

WITHIN GRADE INCREASES FOR GENERAL SCHEDULE EMPLOYEES

a. Advancement in pay called "within grade" increases for General Schedule Employees whose performance is at an acceptable level of competence are provided for those employees who have met the prescribed length of service in grade (waiting period).

b. All supervisors shall keep their employees advised of employee performance IAW the Total Army Performance Evaluation System (TAPES). The determination as to whether an employee is or is not performing at an acceptable level shall be based on the employee's performance during the waiting period.

c. Initial determination shall be made by the immediate supervisor or his/her designated representative responsible for recommending performance ratings.

d. If a determination has been made that an employee's performance is not at an acceptable level of competence, the supervisor shall inform the employee in writing stating the reasons thereof. The written notice shall be given to the employee 30 days prior to the proposed effective date of the within grade increase. The employee shall be given 30 to 60 days to improve his/her performance. In the event that the employee's performance improves to an acceptable level, the within grade increase shall be granted on the first day of the first pay period after the acceptable determination has been made.

e. An employee who receives a negative determination may, within 15 calendar days of receipt of the notice of negative determination, submit a written request for reconsideration through supervisory channels to the CPAC Director. The employee has a right to select a Union representative of his/her choice to assist the employee in the written request and any oral presentation.

(1) The employee's written request must include:

- (a) The employee's name and organization.
- (b) The reasons why he/she believes the decision should be reconsidered.
- (c) Whether or not he/she desires an investigation be appointed.

(2) If the employee has requested an investigator, the CPAC shall, within 7 workdays after receipt of the request, furnish the employee a list of three investigators from which he/she will select one. Selection of an investigator by the employee shall be accomplished within 3 workdays after receipt of the list from CPAC. The CPAC shall then officially designate the investigator selected and provide them the reconsideration file.

(3) The investigator shall, immediately upon receipt of the reconsideration file, initiate an investigation of the case. When considered appropriate by the investigator, the investigation may include an informal hearing. However, if the employee requests the opportunity to orally present the reasons he/she believes the decision should be reconsidered, the investigator shall make the necessary arrangements to hear the employee's oral presentation and prepare a written summary thereof as part of his/her report of investigation. The investigator shall complete his/her investigation and furnish his/her report to the Commander within 15 workdays after receipt of the reconsideration file.

(4) The Commander or his/her designated representative shall issue a decision to the employee within 15 workdays after receipt of the investigator's report. A copy of the investigator's report shall be provided the employee and his/her Union representative.

(5) If the employee has not requested the appointment of an investigator, the Commander or his/her designated representative shall render a decision within 15 calendar days after receipt of the request for reconsideration. If the Commander's decision sustains the original negative determination, the notice of decision to the Merit Systems Protection Board and of the time limits within which he/she may file his/her appeal.

ARTICLE 32

TEMPORARY AND PROBATIONARY EMPLOYEES

Section 1. Temporary Employees

a. This section applies to temporary employees whose appointments are for more than 90 days. Such employees are in the Bargaining Unit.

b. Barring exceptional circumstances beyond management's control, temporary employees in the Bargaining Unit shall be given not less than 7 days' notice of the termination of their appointment.

c. Temporary employees shall be provided a copy of their official position description and be briefed on the conditions of employment upon entrance of duty.

d. Temporary employees shall not be used to circumvent the merit promotion procedures or permanent bargaining unit employee positions.

Section 2. Probationary Employees

a. The Employer agrees to provide probationary employees a reasonable and fair opportunity to perform their duties in a satisfactory manner.

b. The Employer agrees to quarterly evaluate the performance of probationary employees during the probationary period and to provide monthly counsel with the employee concerning performance deficiencies. The Employer shall give employees the results of all counseling and evaluation sessions.

c. Probationary employees have the right to Union representation at the beginning of their employment (if they are temporary employees, their appointment must be more than 90 days) and shall have the right to become members of the Union.

ARTICLE 33

PART-TIME EMPLOYMENT

a. The Employer reserves the right to establish part-time positions. When part-time positions are established, the Union shall be notified in writing.

b. In cases where a full-time employee wishes to convert to a part-time position, he/she shall make such request to his/her supervisor. The Employer shall make an effort to accommodate the employee's request. If an employee is assigned to a full-time position that is converted to a part-time position, the employee shall be given the opportunity to convert to the new part-time position without competition.

c. Voluntary conversion from a full-time to part-time employee and the reverse can only be made with the employee's written request and management approval.

d. An employee who requests part-time employment and cannot be accommodated shall be notified in writing of the reason(s).

e. The Union shall be notified in a timely manner of any proposed conversion of full-time positions to part-time positions.

ARTICLE 34

COMPETITIVE AREA

The competitive area shall be established IAW guidance in Code of Federal Regulation and after notification of the Union. Priorities for placement of affected employees within the competitive area or between other U.S. Army activity competitive areas serviced by the RSA CPAC shall be carried out in strict accordance with Civilian Personnel Bulletin No. 162, dated 11 May 1998, and subsequent changes or revision thereto.

ARTICLE 35

COMPETITIVE LEVEL

a. Jobs so similar in all aspects that the employees can be readily moved from one job to another without unduly interrupting the work program (capable of assuming the full duties of the new position within 6 months) shall be placed in the same competitive level. Employees shall be informed of their initial competitive level and of subsequent changes.

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

c. The Employer will provide reasonable advance notice to the Union of any proposed changes in competitive levels.

d. The LOGSA shall request CPAC furnish hardcopy retention registers for the Bargaining Unit within 3 months after the effective date of this Agreement and changes will be provided on a quarterly basis. The employee computation date shall be used when establishing retention registers covered by this Article.

ARTICLE 36

REDUCTION IN FORCE, TRANSFER OF FUNCTION AND FURLOUGHS

a. If possible, it is agreed that the Employer shall notify the Union at least 120 days in advance of an anticipated RIF, Transfer of Function (TOF), or Furlough. The Employer shall also provide the following information.

- (1) An explanation of the requirement for the RIF, TOF, or Furlough.
- (2) The approximate number of employees who may be affected initially.
- (3) The proposed competitive areas and competitive levels that may be affected.
- (4) The anticipated effective date of the action.

(5) The expected duration of a Furlough. In addition, the Employer shall permit the Union to attend any anticipated RIF, TOF, and Furlough meetings.

b. The Union shall notify the Employer within 5 working days following any event or Employer decision during the process as to whether the Union wishes to negotiate the impact associated with RIF, TOF, or Furlough.

c. Upon timely request from the Union, the parties shall meet and negotiate the impact and implementation of RIF, TOF, or Furlough within 30 calendar days of the request.

d. The Employer will furnish an unemployment claim form with Letter of Notification of Furlough.

e. Hardcopy retention registers for the Bargaining Unit shall be provided within 3 months after the effective date of this Agreement and changes will be provided on a quarterly basis, if requested. The employee service computation date shall be used when establishing retention registers covered by this Article.

f. The name of any career or career-conditional employee who is separated by RIF's action shall be placed on the Re-Employment Priority List IAW appropriate regulations, unless the employee desires otherwise. Employees who notify the Employer at the time of separation that temporary employment will be accepted shall be considered for positions for which qualified on a temporary basis prior to considering lower category candidates. Acceptance of a temporary position by the employee on the Re-Employment Priority List shall not affect eligibility for re-employment in a permanent position.

g. Furloughs of 30 consecutive days or more, or 22 nonconsecutive workdays, will be implemented IAW OPM regulations governing RIF.

h. Furloughs of less than 30 consecutive days will be implemented IAW 5CFR, Part 752.

i. In the event a RIF becomes necessary, the Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive Outplacement Program. Such outplacement efforts will be implemented as soon as practicable after the need for a RIF becomes apparent.

j. The Employer agrees to comply with all laws, rules and regulations concerning re-employment of employees involuntarily separated by RIF, and/or repromotion rights to employees who have been involuntarily changed to lower grade as a result of RIF.

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

ARTICLE 37

POSITION CLASSIFICATION STANDARDS

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

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

ARTICLE 38

JOB DESCRIPTIONS

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

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

c. When the term "other duties as assigned" is used in a job description, the term is understood to mean tasks which are normally related to the position and which are of an incidental nature. This term included assignment of additional or incidental duties to employees in extreme circumstances when declared only by the Commander.

d. Job Element Descriptions (JED) shall be assigned by the immediate supervisor to every job description in LOGSA-RSA within 90 days following the signing of this Agreement. The JEDs assigned to any given job description shall not be changed without giving the Union 30 days prior notice in writing.

ARTICLE 39

JOB CLASSIFICATION

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

b. Any employee in the Bargaining Unit who believes that his/her position is improperly classified shall first consult with his/her supervisor for information as to the basis for the classification of his/her position. If the employee is not satisfied with the explanation received, the supervisor shall request consultation by a classification specialist of the CPAC with the employee and the supervisor in an effort to receive the employee's dissatisfaction informally.

c. In the event that the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, her/she shall be informed by the supervisor as to the appeal channels that are available to him/her as prescribed by classification appeal regulations and procedures. He/she may designate a Union representative to represent him/her during the appeal process.

ARTICLE 40

TABLES OF DISTRIBUTION AND ALLOWANCES

- a. A copy of the unit current operating Tables of Distribution and Allowances (TDA), including civilian employees' names and grades, shall be provided the Union President every 6 months or upon request to the Commander.
- b. The TDA provides a record of management decisions regarding manpower allocations, organization structure, and position structure.
- c. The Union shall be provided a copy of new TDAs concurrent with submission.

ARTICLE 41

REORGANIZATION

a. It is agreed that the Employer shall notify the Union at least 120 calendar days in advance (or as soon as possible if less than 120 days) of an anticipated reorganization/realignment. The Employer shall provide the Union an opportunity to participate throughout the process.

b. The Union will be briefed in the following manner:

- (1) Briefed as soon as possible prior to the organization being established.
- (2) The briefing will show the present organizational structure and the proposed organizational structure to include grade, title, and series.
- (3) The Union will be furnished the proposed reorganization information, as appropriate.
- (4) Any planned adverse actions will show the grade, series, title, and names of employees affected, when available.
- (5) At the time that additional information is known, the Union will be notified.

ARTICLE 42

TRAINING AND EMPLOYEE DEVELOPMENT

a. The Employer shall provide employees with training and development opportunities which will enable employees to do their work effectively, attain career objectives, and accomplish the mission requirements. Special attention will be given to retraining which will qualify employees for other positions in the event of displacement.

b. Subject to mission needs, on-the-job training or off-the job training will be offered first to permanent employees prior to temporary employees.

c. All training opportunities shall be offered equally without regard to race, religion, color, gender, marital status, handicap, age national origin, and political affiliation. The Employer (supervisor) shall be responsible for making each employee aware of training opportunities available which are job related.

d. Maximum use shall be made of the authority to waive qualification requirements in order to place overstrength or excess employees (once they have been defined).

e. The Employer shall establish and maintain employees' development and career system which shall provide opportunities for advancement through training, education, development, and utilization. This system shall foster skills, development, and advancement IAW Employees' interests, abilities, and mission requirements.

f. Each immediate supervisor or his/her designated representative shall ask each of his/her employees during their annual performance review what their 5 and 10 year goals and ambitions are and shall encourage employees to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of their duties and those needed for advancement.

g. Reasonable attempts shall be made to place employees in jobs for which they are best fitted.

h. Upward Mobility Program

(1) Upward Mobility is a systemic effort to provide career opportunities under the merit system for employees who are in positions or occupational series which do not enable them to realize their full potential. This program is separate from the normal Merit Program. Upward Mobility is to provide career development opportunities for employees at varying grade levels.

(2) Through the Growth Opportunity Program component, the employee with demonstrated potential may be selected competitively and trained for para-professional positions in career fields which are unrelated to past occupations. Employees in this category

may be moved laterally to a para-professional position at a grade level from GS-2 through GS-9 (i.e., a Mail Clerk GS-4 to a Supply Clerk, GS-4). After a successful 1 year training period, the employee becomes eligible for promotion to the target position.

i. Training Across Occupational Lines

(1) Through this component, an employee may be selected competitively and trained for another position which is unrelated to past occupations. Employees in this category may be moved laterally from one position to a different position at a grade level from GS-5 through the full performance level. At the successful completion of the training period, the employee becomes eligible for assignment to the target position. This program is to be used to make it possible for employees dead-ended into non-career fields to crossover into different career fields.

(2) The Employer agrees that when crossover positions are established, the Union shall enter into negotiations to determine the methods in which the program is to be implemented.

j. In conjunction with an employee's individual development plan and within available resources, management shall provide training for the maintenance of the employee's capabilities necessary to meet the needs of the Employer and the employee.

ARTICLE 43

AFGE BULLETIN BOARDS

The Employer agrees to share secured bulletin boards with the Union. There shall be 1/2 of secured Union bulletin boards reasonably located in each LOGSA-RSA building. A key to each bulletin board will be provided to the Union Vice-President.

ARTICLE 44

OFFICE SPACE AND EQUIPMENT

a. The Union representatives shall be allowed reasonable use of government e-mail, computers, copiers, facsimiles, and mail distribution in order to carry out their representational duties, unless found by the Commander to be outside of representational duties IAW the statute(s), regulations and contract.

b. The Employer supports the Union's utilization of the *Redstone Rocket* for communications with bargaining unit employees.

c. Management will make every effort to provide private office space as required for counseling of individual employees.

ARTICLE 45

TRAINING OF UNION REPRESENTATIVES

It is agreed that proper training of Union officials will benefit both management and the employee. Administrative time for training of Union officials will not exceed 32 hours for any individual within a 12 month period. The Union President will submit in writing to the Employer all requests for administrative time at least 5 workdays in advance of the time requested. The request will include the type of training, purpose, sponsorship, location, date, hours, general subject matter, phone number, organization and the names of the officials that the Union desires to attend the specified training. Management officials will notify the Union whether or not the request for administrative time is approved at least 3 workdays prior to the time of requested training. Exceptions to the number of hours may be approved by the Employer.

ARTICLE 46

ENTRANCE AND EXIT GATES

The Employer agrees to request the Garrison Commander to keep the Arsenal entrance and exit gates open at specified times for use by employees coming to and leaving from work areas. The gates will be open depending on traffic patterns, available resources, and security requirements.

ARTICLE 47

DELIVERY OF AFGE LITERATURE

The Employer agrees to distribute informational literature or correspondence for the Union in regular DA mail service internal to the RSA community. Mail handled for the Union shall be accomplished IAW AMCOM Regulation No. 340-8 and shall be accomplished IAW AMCOM Regulation No. 340-8 and shall not be opened. Information mailed by the Union shall be in reasonable quantities as mailed by any other organization at RSA.

ARTICLE 48

UNION USE OF THE *REDSTONE ROCKET*

It is agreed that the Union shall have access to publish articles, letters, advertisements, policy statements, etc., in the *Redstone Rocket* IAW AR 360-81 and appropriate supplements.

ARTICLE 49

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. General.

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

Section 2. Eligibility.

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

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

Section 3. Authorization.

The procedure for processing authorizations shall be as follows:

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

allotment is terminated IAW Section 5 below. At the Union's request, the Employer will assist in resolving problems related to the timely processing of allotments for Union dues.

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

Section 4. Dues Allotment.

Allotted dues will be withheld each pay period in the amount established by the Union. When an employee transfers within the bargaining unit, thereby changing his/her pay period, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The parties intend that the amended amount will be withheld effective the pay period following the effective data specified by the Union. Such changes will not be made more frequently than once every 12 months. At the Union's request, the Employer will assist in resolving problems related to the timely processing of an amended dues structure.

Section 5. Termination of Allotment

The Payroll Servicing Office will terminate an allotment:

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

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

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

d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action which would remove him/her from the local bargaining unit.

Section 6. Remittance of Dues Withheld.

a. The parties intend that within 10 workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858; AFGE, Redstone Arsenal, Alabama, and a statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, including the following information:

- (1) Identification of installation.
- (2) Identification of Union.
- (3) Alphabetical listing of members or the Employee Identification Number from whom deductions were made and amount of each deduction.
- (4) Total number of members for who dues were withheld.
- (5) Total amount withheld on this payroll.
- (6) Names of and reason for dropped members from the list.
- (7) A copy of each written revocation for the pay period in which the revocation is effected.

b. At the Union's request, the Employer will assist in resolving problems related to the timely remittance of dues withheld.

ARTICLE 50

CIVILIAN WELFARE AND RECREATION PROGRAM

The Employer and the Union shall jointly appoint a member to review the Civilian Welfare and Recreation Committee at RSA.

ARTICLE 51

EMPLOYEE RECORD CARD

a. An Employee Record Card is provided for use by supervisors for recording personnel actions, training and qualifications, consultations with employees, and for noting commendations, reprimands, and other matters pertinent to personnel management responsibilities.

b. The employee shall be permitted to review their individual record card upon request to the supervisor.

c. Prior to placement of detrimental data on the Employee Record Card, the supervisor shall discuss same with the employee concerned. The employee and supervisor shall each initial the card to indicate the required discussion has occurred. When detrimental data are removed from the employee's personnel folder, all copies shall be removed and forwarded to the employee through the supervisor. Notations of such detrimental data shall then be deleted from the Employee Record Card. Normally, detrimental information does not stay on the card longer than 6 months, but can be less than 6 months. An employee has the right to have a Union representative of his/her own choosing during any discussion and placement of detrimental data on the Employee Record Card. The Employer must inform the employee of those rights to Union representation.

ARTICLE 52

SURVIVOR BENEFIT COUNSELING

In the event of the death of a bargaining unit employee, the employee's supervisor or the organization's designated Notification Officer will immediately contact the Survivor Assistance Specialist, CPAC, providing details of the death. The Survivor Assistance Specialist will arrange for a counseling session, as soon as possible (within 12 workdays if family members are available), providing details and assistance concerning survivor's right and benefits.

ARTICLE 53

INCENTIVE AWARDS - SUGGESTION PROGRAM - PROMOTIONS

a. Employees are encouraged to propose new and innovative ways to carry out the mission or function of the Employer. They may submit individual or joint work plans which may include elements, such as methods to better accomplish a mission or function of the Employer.

b. The Union recognizes that the Employer has the responsibility for development and implementation of the Incentive Awards and Suggestion Program IAW appropriate laws and regulations.

c. The names of the recipients that are receiving Incentive Awards, step increases, and promotions will be announced in LOGSA's internal newsletter or post paper if a newsletter does not exist. This will normally be accomplished within 60 calendar days after receipt of award, promotion, etc.

ARTICLE 54

CONSULTANTS AND EXPERTS

- a. The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants.
- b. Consultants or experts shall not be employed to avoid the competitive merit promotion procedures.

ARTICLE 55

DAMAGED GOVERNMENT PROPERTY

The Employer agrees to appoint a committee to investigate accidents that cause damage to Government property utilized by Bargaining Unit members. Each committee shall be composed of two members, one management member and one Union member, appointed by the Union President. Committee members shall investigate the accident and forward a joint report with the findings and recommendations to the Commander or his/her representatives for decision. This joint report shall be in addition to the normal accident report.

An employee will not be liable for personal liability (for vehicle and personal injuries) while driving a government vehicle which includes rental cars, except when the employee was negligent as determined in accordance with appropriate regulations.

ARTICLE 56

ENERGY CONSERVATION

The Employer agrees to provide an environmentally safe and healthful work environment. If the Employer determines that conditions are environmentally unsafe and unhealthful, the Employer may release non-essential employees on Administrative Leave, move employees to areas of reasonable comfort, or grant liberal leave.

ARTICLE 57

INCLEMENT WEATHER OR EMERGENCY CONDITIONS

a. The Commander will abide by RSA Installation Commander's determination when all or part of the Installation shall be closed. When the Commander authorizes the public broadcast media to announce part or all of the Installation closed because of climatic or hazardous conditions, employees shall be excused from duty without charge to leave, except those required to work under emergency conditions.

b. When a duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station prevents an employee from getting to work on time, the Employee may be granted up to 59 minutes of Administrative Leave.

ARTICLE 58

BUZZERS, BELLS, TIME CLOCKS, ETC.

It is agreed that at no time shall buzzers, bells, whistles, time clocks, sign-in or sign-out sheets, or anything of the like be utilized by the Employer to control the starting or stopping of regular tour of duty, lunches, or breaks.

ARTICLE 59

QUALITY OF LIFE

The LOGSA and AFGE Local 1858 supports health and fitness programs for all employees. In that regard, supervisors are encouraged to accommodate, to the extent possible, requests for flexible work schedules and annual leave in order to participate in health and fitness activities.

ARTICLE 60

COMPUTER/ADPE USAGE

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

b. Computer monitoring will not be used to evaluate individual performance.

c. Nothing in this Article is intended to conflict with Article 48.

d. The Union shall be advised, if possible, whenever an employee's computer is removed for purposes expected to be detrimental to the employee.

ARTICLE 61

DRESS CODE

There shall be no official dress code for LOGSA-RSA. However, employees will present a neat and clean appearance.

ARTICLE 62

CONTRACTING OUT

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

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

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

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

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

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

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

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

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

ARTICLE 63

GRIEVANCE PROCEDURES

Section 1. General

a. The purpose of this Article is to provide for a mutually satisfactory method applicable only to the Bargaining Unit for resolving grievances covered in Section 2 below. This is the exclusive procedure available to the Employer and the Union and the employees in the Bargaining Unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level for both the Employer and the Union. The Alternate Dispute Resolution will be used throughout the process.

b. Nothing in this Article is intended to deny any employee or group of employees in the Bargaining Unit the right to present grievances covered in Section 2 below to the appropriate level of management and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustments.

c. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorable on an employee's good standing, performance, loyalty, or desirability to the organization. Employees, Union representatives, and all other persons involved in the presentation of a grievance shall be free from restraint, interference, coercion, discrimination or reprisal.

d. An employee or group of employees filing a grievance under this procedure shall be represented by a Union official (elected or appointed), the Union's business agent, or by a Union representative approved in writing by the Union President. However, the employee or group of employees may elect to represent him/her as long as the provisions of Section 1b above are complied with. An employee or group of employees may not elect an individual who is not a Union representative to represent him/her nor hire an attorney to represent him/her during the grievance process without first obtaining permission from the Union and a written release from the Union absolving the Union of any responsibility.

e. This Article is designed to provide an ethical, orderly, and suitable means for resolving Employer/Employee and Union grievances. Accordingly, the Union agrees that, when representing members of the Bargaining Unit, it will not take any action on the grievance before the Employer has been given an opportunity to resolve the problem in a timely manner. Bargaining unit members, who are grievants, if in an active duty status, shall be allowed a reasonable amount of official duty time during their regular work hours for participation in the procedure of this Article. The Employee shall be allowed reasonable use of Government equipment and supplies in the preparation of his/her grievance. Witnesses, when called to participate during the grievance presentation and preparation thereof, shall be granted official duty time based on the same provision as the grievant.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees, who have identical grievances, a grievance of one employee shall be selected by the Union for processing and all decisions for that for that one grievance shall be binding on the other grievances.

g. If an employee who has filed a grievance resigns or dies before a decision is reached on a grievance being processed and no question of pay is involved, action shall be stopped and all parties shall be notified. A copy of this notification shall be made a part of the case record.

h. If the Employer and the grievant/Union mutually agree, an extension of time limits shall be granted in writing. Disagreements that cannot be resolved by the parties as to whether or not the Employer's time limitation have been met or exceeded may be referred to arbitration IAW Section 6 of this Article. However, either party may request an extension (from the other party).

Section 2. Coverage.

a. The procedures set forth in this Article cover the interpretation, application, and/or violation of this Agreement; adverse actions; and the interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including OPM which concern conditions of employment, as may be appropriate under applicable law. However, the procedures set forth in this Article do not cover those matters expressly excluded by law and regulation and this Agreement.

b. Employees may file grievances concerning suspensions of 14 days or less and adverse actions beginning with the Third Step of this grievance procedure. Also, EEO issues concerning discrimination IAW the EEO Article can be grieved when the employee alleges discrimination based on the reasons set forth in Chapter 23 Title 5, Section 2203(b) (1), U.S. Code, where he/she has the right to request the EEO Commission, Washington, D.C., to review the final decision rendered on the grievance. The employee has the prerogative to select pursuit of an EEO claim through the EEOC channels or this grievance procedure, but not both. Grievances concerning suspensions or adverse actions must be filed with 20 calendar days after receipt of the decision letter related thereto, or within 20 calendar days after the effective date of action, whichever is later. An employee shall be determined to have exercised the option of filing under this grievance procedure or appealing (Merit System Protection Board) the matter at such time as he/she files a timely grievance in writing at the Third Step of this procedure, or at such time as he/she files a timely notice of appeal under appropriate appellate procedures, whichever occurs first. A Union representative shall have the opportunity to represent an employee during the appeal process. The representative shall be on representational time.

c. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration may be referred to an arbitrator IAW Section 6 of this Article. If such a question arises, the grievance

proceedings shall be halted without prejudice to either party until a decision is received by the parties from the arbitrator.

Section 3. ADR Procedure

a. General. The purpose of this article is to provide a method applicable to bargaining unit employees for the mutually satisfactory settlement of complaints. This procedure utilizes a mediator and a less formal process to assist the employee(s) and the Employer in crafting a solution to a complaint. If you choose to participate in mediation, the informal period will be extended an additional 60 days to accomplish the mediation. If mediation is successful, a negotiated settlement agreement will be signed by the participants. If mediation is not successful, the grievance procedure may be invoked at the Third Step.

b. Coverage. A bargaining unit employee seeking resolution of a complaint, which could be properly filed as a grievance under the negotiated grievance procedure of this agreement, may choose to use the ADR method described in this article as an alternative instead of filing a formal grievance.

c. Procedure:

(1) Employees desiring to utilize this dispute resolution procedure must notify the supervisor in writing within 20 workdays after the act, or knowledge of the act, or specific incident giving rise to the complaint. A complaint based on continuing conditions may be presented at any time. Failure to adhere to the stated time limit shall result in the loss of the opportunity to use this procedure unless the Employer is agreeable to granting an extension of the time limits. The employee's notification must explain the nature of the employee's complaint to include the article of the Agreement, regulation, rule, and/or policy to include specific paragraph that the employee considers to have been violated. The written notice will be in the following format:

ALTERNATIVE DISPUTE RESOLUTION NOTICE

Employee's Name _____ Series and Grade _____
Title _____ Organization Telephone No. _____
Immediate Supervisor _____
Union Representative (if any) and Telephone No. _____

Nature of the complaint including the article of the Agreement, regulation, rule, and/or policy to include specific paragraph that the employee considers to have been violated and an explanation of how the alleged violations occurred and the specific personal relief being sought. _____

Employee's Signature _____ Date _____

Receipt/acknowledgement (signature of immediate supervisor) _____

Date Received _____ Date returned to the employee _____

(2) The immediate supervisor will sign and date the receipt/acknowledgement line on the notification form, return a copy to the employee, and will begin the process to institute the dispute resolution procedure within ten additional workdays. Personal delivery of the notification form between the employee and the supervisor would be most efficient and is recommended.

(3) The ADR procedure consists of the following steps:

Step 1: After proper notification by the employee, the immediate supervisor, within ten workdays, will advise the CPAC of the employee's choice to utilize this dispute resolution procedure.

Step 2: The CPAC will seek the services of a neutral, professional mediator to aid and facilitate the parties in achieving settlement of the dispute. The Employer will pay the expenses for the mediator. The Employer will provide a facility and equipment necessary and appropriate for holding mediation sessions. The CPAC will coordinate the date, time, and location of the mediation session and provide written confirmation to the primary parties.

Step 3: The mediation session will be held on a normal workday for the employee and will last no more than eight hours. If no conclusion or resolution is reached before the end of eight hours, the mediation process will be terminated and considered finished unless all primary parties, including the mediator, agree to continue. The employee will be entitled to have a Union representative at the mediation session to assist the employee in presenting the case. The employee may offer witnesses who voluntarily agree to appear at the mediation session at their own expense. Such witnesses who are Federal employees will be on official time during participation if they would otherwise be in a duty status. Witnesses who work on second or third shift may be granted administrative leave or will have their schedule changed to first shift on the day of the mediation session. The Employer may also offer witnesses at the mediation sessions. The Employer will choose individuals to represent Management who have the authority to agree to any resolution reached.

Step 4: If the parties reach a resolution, the written agreement will be signed by the employee, the Union representative (if any), the Management representative, and the mediator. A copy will be given to all primary parties present at the mediation session. The Employer may provide the terms of the settlement to personnel who have a need to know. The employee and the Union agree that the employee's complaint is resolved and the Employee's right to file a grievance under the negotiated grievance procedure regarding this complaint is nullified by the settlement.

Step 5: If no resolution is reached in the mediation session, the result will be documented and signed by the participants. The employee may then initiate Third Step of the grievance procedure in accordance with the provisions of this contract within 20 workdays following the date of the mediation session.

Section 4. Traditional Three-Step Grievance Procedure

The traditional three-step grievance procedure may be used for any grievable matter.

a. First Step:

(1) The employee and/or his/her Union representative shall advise the immediate supervisor that he/she wishes to file a grievance. The contact with the supervisor shall be made within 20 workdays after the act, or knowledge of the act, or specific incident giving rise to the grievance that he/she is instituting the negotiated grievance procedure. The supervisor shall acknowledge the request and set a mutually agreeable time and date for the first step meeting, normally within 10 workdays. At the meeting, the employee and his/her Union representative, if any, must present, in writing, the nature of the problem, the personal relief sought, and the name of the Union representative, if any. Grievances resulting from continuing conditions may be presented at any time. Failure to adhere to the time limit may result in denial of the grievance if the aggrieved party causes the delay.

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

(3) The First Step supervisor shall render a brief written decision to the grievant, his/her Union representative, if any, within 10 workdays after conclusion of the First Step discussion, unless mutually agreed (written) on an extension.

(4) If the employee is not satisfied with the decision of the First Step supervisor, he/she or his/her representative shall, within 10 workdays after receipt of the decision, provide a written notice to the First Step supervisor to advise of his/her desire to pursue the grievance further. The 10 workdays shall begin at receipt of the first step decision by the affected employee. By mutual written agreement of the parties, timeframes may be extended. The written notice shall be in the format below.

b. Second Step:

SECOND STEP - EMPLOYEE WRITTEN GRIEVANCE REPORT

Employee's Name _____ Series and Grade _____

Title _____

Telephone: _____ Organization _____

Supervisor _____

Name of Representative (if any) and Telephone Number _____

Nature of grievance, including Article(s) of the negotiated agreement, policies, and regulation(s) as may be appropriate under applicable law (to include specific paragraph, subparagraphs, etc.), an explanation specifying how, when, and to what extent the negotiated agreement, policies or regulation(s) were violated.

Personal Relief Sought: _____

Date: _____ Employee's Signature _____

Upon receipt of the written notice of the grievance, the First Step supervisor shall make arrangements for a Second Step meeting between the employee, his/her Union representative, and the Second Step official. The Second Step deciding official shall be the Chief of Primary Organization Element (POE) immediately below the Commander or comparable level having authority to resolve the grievance identified in the Employee Grievance Report. (The Chief of the POE may delegate the responsibility of Second Step deciding official no lower than the Chief of a next lower-level organization only in emergencies or by agreement of the parties or if necessitated when functional responsibilities have been specifically designated to a position by the Commander or comparable level.) The employee and Union Representative, if any, shall be provided written notice of when and where the meeting will be held. The Employer will set a mutually agreeable date, time, and location for the second step meeting. This meeting shall be held within 10 workdays after the date of receipt of the Employee Grievance Report by the First Step supervisor. The 10-day window may be extended only by mutual agreement. Documents relating to the grievance and utilized by any party at this meeting shall be made available to the other parties, subject to legal, regulatory, or other restrictions (e.g., Privacy Act, etc.). By mutual consent, the Union and/or the Employer shall be able to have trainees present during the meeting. The grievant or Union

representative, if any, shall present the case (for the grievant), question witnesses, etc. The Second Step deciding official shall provide a stenographer from within his/her work force to take minutes and come as close as possible (within his/her capabilities) to recording verbatim testimony of the proceedings. A tape recorder can be utilized as long as it is agreeable to both parties. The Second Step deciding official shall render a written decision to the employee and Union representative with minutes, documentation, and the basis for the decision (including minutes of Second Step meeting) within 10 workdays after the Second Step meeting. The Union President shall be provided a copy of the Second Step decision. The 10 day window may be extended only by mutual agreement.

Peer Panel Option

Any employee can choose to utilize a peer panel at the Second Step. If the employee elects the peer panel, the employee shall nominate four employees to be on the panel. The employees shall be of equal or higher grade than the grievant, and shall not be supervised by the same first-line supervisor as the grievant. The Second Step deciding official shall select three of the four employees to serve as the panel and coordinate with all parties. The panel will hear the grievance and each panel member will make an advisory decision within ten workdays of the Second Step hearing's conclusion. The peer panel decision is the majority of the individual peer panel member advisory decision. The Second Step deciding official reviews the advisory decisions and has ten workdays to render a final decision. If the Second Step deciding official and the grievant accept the conclusions of the majority of the panel members, the decision shall be final and preclude any further appeal under this article. At the peer panel hearing, the grievant or representative will present the case, which may include exhibits and witnesses. A copy of each peer panel member's advisory decision and Second Step deciding official's final decision will be furnished to the grievant, the Union Representative, and the Union President.

In the event the Second Step decision is not acceptable to the grievant, the employee may submit the grievance in writing to the Commander. The written grievance shall be submitted within 10 workdays after receipt of the decision from the Second Step deciding official by the employee. An extension of the 10 workdays may be granted only by mutual agreement.

c. Third Step:

(1) The written grievance will be addressed through supervisory channels to the Commander, ATTN: CPAC (AMSAM-PT-CP-CSC). A copy of the grievance, as filed with the Commander, must be furnished at the same time to the Second Step deciding official and President of Local AFGE 1858. The grievance package will contain the following information:

(a) Employee's name and organization and the name of the Union representative, (if any).

(b) Specific nature of grievance including Article(s) of the negotiated agreement, policies, and the regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraph, etc.).

(c) An explanation specifying how, when, and to what extent the negotiated agreement, policies, or regulations, were violated.

(d) Personal relief sought.

(e) Statement that attempt has been made to resolve the grievance IAW Steps One and Two.

(f) A copy of the Employee Grievance Report, minutes, and the written decision from the Second Step.

(g) Employee position paper (if desired). Sealed to Commander.

(h) Management (Second Step Official's) position paper. Sealed to Commander.

(2) A sealed Union position paper will be presented to the Commander within 10 working days of submission of the Third Step grievance, unless an extension is granted.

(3) If desired, the Union and Management will be allowed NTE 15 minutes each to orally brief the position paper to the Third Step deciding official. The Union must initiate arrangements for the briefing within 5 workdays after submission of the Union position paper. Only one Management official and one Union official (or the grievant, but not both) will attend the presentation to the Commander. The grievant (unless representing himself), other Union representatives, and other management officials will be excluded from this briefing. Any exceptions to this attendance will require the concurrence of both parties. If the grievant represents himself/herself, a Union representative may act as an observer.

(4) The Commander will grant or deny the grievance. A copy of the package and the decision will be furnished to the grievant and main Union office within 20 workdays after completion of c (3) above. The responsibility of the Third Step deciding official may be delegated only in emergencies or by agreement of the parties.

Section 4. Official Time

Upon request of the employee, supervisors shall grant a reasonable amount of time, during regular working hours, for employees to discuss, prepare for, and present grievances, including attendance at meetings with management and Union officials. However, if the supervisor decided that compelling and imperative work related circumstances preclude the employee from being released from his/her duties at the time requested, he/she shall explain the reasons and advise the employee when he/she shall be able to leave. Additionally, upon request of the employee, he/she shall be allowed reasonable use of Government equipment, i.e., telephones, computer, printer, copier, and fax. Employees have the right during

grievance discussions with supervisory officials to have a Union representative present when so requested by the employee.

Section 5. Union-Employer Grievance Procedure

Should a grievance arise between the Employer and the Union which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner: The complaining party shall notify the other party of the grievance in writing within 15 workdays after the act or specific incident giving rise to the grievance. Within 10 workdays of such notification, the complaining party shall schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party shall so advise the other party in writing within 10 workdays after the most recent discussion. Within 20 workdays of this advice, the complaining party may request arbitration IAW Section 6 of this Article.

Section 6. Arbitration

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

b. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to grievability, arbitrability, or statutory appeal procedures under this Agreement may be referred by either party to an arbitrator for decision. Grievance or arbitration proceedings will be halted without prejudice to either party until a decision is received by the parties from the designated arbitrator.

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

(1) Be in writing and addressed to the Commander, USAMC Logistics Support Activity, or the President, Local 1858, AFGE as appropriate;

(2) Specify the issue, reasons for the request, and the Article(s) of this Agreement, policies, regulation(s), as may be appropriate under applicable law which are at issue;

(3) Specify the relief sought; and

(4) Be submitted within 20 workdays after the following action: Receipt of notice rejecting an issue for grievance or arbitration by either party.

d. No later than 20 workdays from the date of receipt of the written arbitration request referred to in Section 6c above, either party may request the Federal Mediation and Conciliation service to submit a list of five impartial persons qualified to act as arbitrators.

The parties shall, within 10 workdays after receipt of this list, arrange to select an arbitrator. If they cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

e. The arbitration hearing shall be held during regular hours of Monday through Friday. In accordance with applicable regulations, the aggrieved employee, his/her representative, Union trainee, and necessary Employee witnesses shall be in a pay status, if otherwise in a duty status, without charge to annual leave while participating in the arbitration hearing.

f. The fee and expenses, if any, of the arbitrator shall be borne equally by the parties except that the travel and per diem cost to the Employer shall be limited as specified in applicable regulations. Cost of witnesses will be borne by the party requesting appearance of said witness. Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. Should the other party solicit and/or obtain a copy of the transcript through any means, they must pay one-half of the total initial cost of having the transcript made to the party originally requiring the transcript. Other costs shall be borne by the requester, or as mutually agreed to by the Union and the Employer.

g. The arbitrator shall be requested by the parties to render his/her decision as quickly as possible, but in any event, no later than 20 workdays after the conclusion of the hearing, unless the parties agree otherwise. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend, or modify this Agreement. The arbitrator's decision is subject to the provisions of this negotiated Agreement, existing laws, Executive Orders, regulations, and policies. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union.

h. It is understood that either the Employer or the Union may file an exception to the Arbitrator's award with the Federal Labor Relations Authority or Federal Court under applicable regulations. In the event an arbitrator's award is appealed by the Union or Employer, then the award shall be stayed pending final determination.

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

j. When the arbitrator has been selected IAW this Article, the party withdrawing from arbitration prior to the arbitration hearing shall pay the full cost of any cancellation fee charged by the arbitrator.

ARTICLE 64

DISCIPLINE - ADVERSE ACTIONS

Section 1. Definition

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

Section 2. Prevention

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

Section 3. Preliminary Investigation

Employees shall not be disciplined except for just cause. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor or his/her designated representative shall undertake a preliminary investigation and hold discussions with the employee concerned. Whenever a supervisor discusses with the employee a disciplinary action within the scope of this Agreement, the employee shall be entitled to have a Union representative present. The employee has the right to have a Union representative present prior to any discussions with the Employer that could lead to an adverse action or disciplinary action.

Section 4.

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

Section 5.

The Employer agrees that discipline shall be administered in a fair and impartial manner and that no employee will be disciplined except as provided by laws and regulations.

Section 6.

Disciplinary action shall be administered against offending employees for corrective or punitive reasons, depending upon the nature of the misconduct. Unless inconsistent with established agency policy, corrective disciplinary actions shall generally be progressive in nature.

Section 7.

The Employer agrees to use the Agency Table of Penalties and to consider relevant modifying and extenuating factors in selecting penalties.

Section 8.

The Employer agrees to the following:

a. A notice of proposed action shall be provided for disciplinary actions consisting of a suspension, demotion, or removal.

b. Notices of proposed action shall include all required information and state the specific reasons(s) for the action. The Employee or the employee's representative shall be provided all information/documentation used to support the disciplinary action. While the parties recognize that an action may be initiated at any time, the Employer agrees the action should be timely (and should provide proposals as quickly as possible, normally within 25 workdays of becoming aware of the misconduct).

c. Except where there is justifiable cause to provide less time, the employee shall be provided 15 workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded, when requested in writing and granted in writing. The proposed action shall list all reasons which are used as the basis of the offense for which charged.

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

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

f. Unless inconsistent with established agency policy, oral and written counseling are normally the first steps toward progressive disciplinary action.

g. The Employer agrees not to use any electronic device to monitor employees' time.

ARTICLE 65

INFORMATION REQUEST

The Employer shall provide information to the Union upon request in order to prepare and present a grievance, EEO, or appeal. The information shall be provided in a reasonable timeframe; however, if the information is not readily available, an estimate of its availability will be provided to the Union.

ARTICLE 66

EMPLOYEES WITH DISABILITIES

Section 1. Definition

The Employer agrees to comply with provision of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (1992), and to fulfill its legal obligations to employees with disabilities.

Section 2. Fairness

Employees with disabilities shall be treated fairly and equitably with regard to the application of personnel policies related to promotions, reassignments, awards, training and career development.

Section 3. On-The-Job Disabilities

Employees who have become injured or ill (on the job) and who will not be able to return to their jobs permanently can apply for disability. The Employer shall conduct a job search to accommodate the employee. The Employer shall make every effort to accommodate the employee at the same grade and series. If the employee is able to return to work in the future, no action shall be taken by the Employer (adverse, job search, etc.) until all of the employee's annual leave and sick leave are exhausted.

ARTICLE 67

SUMMER HIRES

Summer hires shall be hired IAW applicable regulations.

ARTICLE 68

JOB SHARING

Job sharing shall be done IAW applicable regulations. The Employer agrees to notify the Union 15 days prior to converting a position to job sharing.

ARTICLE 69

PARTNERSHIP

A Partnership Council shall be established between LOGSA-RSA and AFGE Local 1858 within 90 days of the signing of this Agreement.

In the spirit of Partnership, the AFGE Local 1858 LOGSA-RSA Vice President shall attend or temporarily appoint a Union Shop Steward to attend all LOGSA-RSA Commander's Staff Meetings.

ARTICLE 70

REINVENTION LABS/REINVENTION GOVERNMENT

Any reinvention effort must involve the Union IAW Section 4703, Title 5, U.S. Code. The Union shall be a full partner with Management throughout all phases of the reinvention effort. Negotiable subjects shall include (not inclusive) the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, pay, methods and means of performing work.

ARTICLE 71

POLITICAL ACTIVITY - HATCH ACT

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

ARTICLE 72

ACQUISITION CORPS

The Employer will recognize the Army Acquisition Corps and follow the rules and regulations governing it.

ARTICLE 73

TOTAL ARMY PERFORMANCE EVALUATION SYSTEM

Section 1. Performance Plans

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

Section 2. Performance Counseling

Performance counseling will be done three times a year at approximately 4 month intervals. If a ratee is not meeting his/her performance plan, the rater must discuss this with the ratee and assist the ratee in improving said performance (e.g., training, closer supervision, and short-term goals). During counseling sessions, the rater shall give examples of excellence. A written record of the counseling sessions will be given to the ratee. The ratee may make written comments (if desired) concerning the counseling session and provide them to the rater for the record. The Counseling checklist/Record and Support Forms will be initialed by the raters and the ratee in the appropriate column. If the ratee refuses to initial the Counseling Checklist/Record or Support forms in the appropriate blocks, the rater will note and date the refusal in the same column.

Section 3. Performance Evaluation

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

Section 4. Values and Ethics

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

Section 5. Career Appraisals

The Employer and the Union agrees to abide by provisions of CFR 430. Further details and references to the Law can be found at the CPAC and the Union Office.

ACRONYMS

AAP	Affirmative Action Plan
AFGE	American Federation of Government Employees
AWS	Alternate Work Schedule
CPAC	Civilian Personnel Advisory Center
CWS	Compressed Work Schedule
DA	Department of the Army
DFAS	Defense Finance and Accounting Service
DOL	U.S. Department of Labor
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
FECA	Federal Employee's Compensation Act
FMLA	Family and Medical Leave Act
GSA	General Services Administration
IAW	In Accordance With
JED	Job Element Descriptions
LOGSA	USAMC Logistics Support Activity
LWOP	Leave Without Pay
NLT	No Later Than
OPLOC	Operating Location
OPM	Office of Personnel Management
POE	Primary Organizational Element
POV	Privately Owned Vehicle
RIF	Reduction in Force
RSA	Redstone Arsenal
SOP	Standing Operating Procedure
TAPES	Total Army Performance Evaluation System
TDA	Table of Distribution and Allowances
TDY	Temporary Duty
TOF	Transfer of Function

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