

LABOR MANAGEMENT AGREEMENT

TOBYHANNA ARMY DEPOT

US ARMY T.M.D.E. SUPPORT CENTER
Tobyhanna

LOGSA PACKAGING & CONTAINERIZATION
CENTER
Tobyhanna

US ARMY CONTRACTING COMMAND
Tobyhanna

ARMY INTERMODAL & DISTRIBUTION PLATFORM
MANAGEMENT OFFICE
Tobyhanna

AND

AFGE LOCAL 1647
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES AFL-CIO

TOBYHANNA ARMY DEPOT
TOBYHANNA, PA

Effective Date 9/11/2011

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ARTICLE 1

Definitions

When used in this agreement, the term:

(a) AGENCY means Department of Defense, or Tobyhanna Army Depot depending on the context in which the term is used.

(b) AUTHORITY means Federal Labor Relations Authority.

(c) CONFIDENTIAL EMPLOYEE means:

1). Secretaries to Commanding Officer and Heads of T.M.D.E.; US Army Contracting Command (ACC-APG), Sector T; Army Intermodal and Distribution Platform Management Office (AIDPMO); and LOGSA PSCC;

2). Secretaries to members of the Personal Staff of Commanding Officer;

3). Secretaries to the Depot's Command Group;

4). Secretaries to Depot Directors;

5). Secretary to Chief, Management Employee Relations Division, CPAC;

6). Investigators/Detectives/Security Specialists assigned to Directorate of Industrial Risk Management.

(d) COMMANDING OFFICER means individually and/or collectively, depending on the specific language, the Depot Commander; and head of T.M.D.E.; US Army Contracting Command (ACC-APG), Sector T; Army Intermodal and Distribution Platform Management Office (AIDPMO); or LOGSA PSCC; or their designated representative.

(e) DAYS mean, unless otherwise specified, calendar days.

(f) DUES mean regular and periodic dues to the Union.

(g) EMERGENCY SITUATION - means a situation that poses sudden, immediate and unforeseen work requirements.

(h) EMPLOYER means individually and/or collectively depending on the specific language:

Tobyhanna Army Depot;
US Army District T.M.D.E. Support Center - Tobyhanna
US Army Contracting Command (ACC-APG), Sector T;
Army Intermodal and Distribution Platform Management Office
(AIDPMO);
LOGSA Packaging Storage and Containerization Center

(i) EXECUTIVE BOARD means the Union's governing body.

(j) 5 USC 71 means the Federal Service Labor-Management Relations Statute.

(k) HE (personal pronoun) means for purpose of readability, female and male employees.

(l) UNION means American Federation of Government Employees, Local 1647.

(m) UNION DESIGNEE means any union member designated by the President to represent Local 1647 in any capacity on/at committees, panels, boards, or meetings.

(n) UNION OFFICER means President, First Vice-President, Second Vice-President, Treasurer, Recording Secretary, Sergeant-Arms, and Executive Board Members.

(o) UNION OFFICIAL means President, First Vice-President, Second Vice-President, Treasurer, Recording Secretary, Sergeant-Arms, Executive Board Members, Chief Stewards, and Stewards.

(p) UNIT means all civilian employees covered by the most recent certificate of recognition as officially defined by the Federal Labor Relations Authority (FLRA), except supervisors, management officials, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity.

ARTICLE 2

Scope of the Agreement

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

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

Section 2. It is intended that the Agreement will meet the following objectives:

- a. Ensure Union participation in the formulation of personnel policies and procedures.
- b. Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer.
- c. Promote employee-management cooperation.
- d. Facilitate and encourage the amicable settlement of disputes between employees and their employers involving conditions of employment.

ARTICLE 3

Cooperation in the Application of the Agreement

The Parties recognize that a mutual commitment of cooperation in the application of this agreement promotes both the efficiency of the Employer's operations and the well-being of its Employees. The Employer and Union have the obligation to assure that all Employer and Union officials are aware of the rights and obligations of the parties and the contents of this Agreement. The parties agree that it is in the best interests of the parties and the public to maintain a climate of cooperation in the compliance with and execution of this Agreement.

ARTICLE 4

Copy of the Agreement

The Employer agrees to post a copy of the Labor Management Agreement (LMA) to the Depot Intranet and to inform employees of its availability and how to access the document.

The Employer agrees to provide a 5"x7" booklet (left hand side stapled) for distribution to all Wage Grade employees and any other employees who do not have regular and recurring computer access

The Employer agrees to inform all newly hired employees of the exclusive recognition with the Union and either provide them with a copy, or how to locate and access the LMA on the depot Intranet, as described above.

The Employer agrees to furnish the Union with 75 copies of the LMA in a 5" x 7" booklet, left hand side stapled, format.

ARTICLE 5

Provisions of Law and Regulations

This article sets forth the effect of laws and regulations on this Agreement.

Section 1. In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 USC 71, and by subsequently prescribed government-wide rules and regulations implementing 5 USC 2302 (the prohibited personnel practices).

Section 2. In the event this Agreement or its supplementary Agreements are hereafter found in conflict with Section 1, either party shall notify the other of such and the parties shall promptly enter negotiations to effect appropriate amendments to conform this Agreement or its supplementary Agreements and resolve such conflicts. However, such negotiation shall not affect the enforcement or validity of any other provision of this agreement.

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

Section 4. References contained herein are provided as a source of additional information, are not all inclusive, and may be subject to change.

ARTICLE 6

Personnel Policies and Procedures

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

ARTICLE 7

Rights of Management

Section 1. In accordance with applicable laws and regulations, the Employer retains the right:

- (a) To determine the mission, budget, organization, number of employees, and internal security practices of the Employer.
- (b) To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
- (c) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
- (d) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotions, or any other appropriate source;
- (e) To take whatever actions may be necessary to carry out the agency mission during emergencies.
- (f) To hold informal private job related discussions with employees.

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

- (a) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (b) Procedures which management officials of the Employer will observe in exercising any authority under this article; or
- (c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 8

Matters Appropriate for Negotiation and Discussion

Section 1. The Employer agrees to provide adequate notice and the opportunity to negotiate prior to changing established personnel policies and practices, and matters affecting working conditions during the term of this Agreement.

Section 2. Nothing in this Agreement shall eliminate the responsibility of the Employer and Union to meet and discuss matters not covered by this Agreement, as they relate to personnel policies, practices and procedures, and working conditions involving employees of the unit.

Section 3. The opportunity to negotiate over changes in policies, practices, and conditions of employment, as outlined in this Article, is critical to the success of the Labor Management relationship, and is required by 5 USC 71. Therefore the following procedures will be followed to insure compliance:

- (a) The Union will be given notification of changes as soon as the Employer makes a final decision that any change in personnel policies, practices or conditions of employment is to take place. The notification will include who will be affected, what the change will entail, where the change will take place, and when the change will occur.
- (b) The Employer will notify the Union of changes in personnel policies, practices, or conditions of employment at the appropriate level. When change impacts only one division, the appropriate steward will be notified. When change impacts more than one Division in a Directorate, the appropriate Chief Steward will be notified. Stewards and/or Chief Stewards are responsible for bringing the issue to the attention of the appropriate level of representation. When change impacts more than one Directorate, the Union will be notified by e-mail to TYAD DL UNION.
- (c) The Union will be given a minimum of three (3) and maximum of five (5) work days to review the change and

decide whether or not to invoke its right to bargain. The notification of a request to bargain will be made to the MER Division.

Section 4. The Civilian Personnel Advisory Center Director and/or designated representatives and the Union President and/or designated representatives will conduct informal monthly meetings at a mutually agreed to place and date for the purpose of discussing matters of mutual concern to both parties. Such meetings may be waived by mutual consent.

Section 5. At the request of either party, a joint Union/Management meeting may be conducted for the purpose of discussing major issues of general application to Unit members and related to personnel policies, practices and procedures, and working conditions. Normally, the requesting party will notify the other party in writing, at least 48 hours in advance, of the purpose of the meeting, including the details of the specific issues to be discussed. The date, time and place, as well as number of participants will be mutually agreed to prior to the requested meeting. The union shall select, as deemed appropriate to the issues for discussion, those Union officials who will attend, and the Employer shall select, as deemed appropriate to the issues for discussion, those management personnel who shall attend. Unresolved issues may be referred to the Command Group if legitimate efforts at resolution have failed and the Union provides adequate prior written notification to the Civilian Personnel Advisory Center Director or his designated representative. The Commander, or his designated representative, and Union President or his designated representative will meet within 30 days to discuss unresolved issues.

ARTICLE 9

Exclusive Recognition

The Agency recognizes AFGE Local 1647 as the exclusive representative of the employees in the bargaining units set forth at paragraph p. of ARTICLE 1, Definitions. The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit and recognizes the responsibility of representing the interest of all such

employees. Management shall not bypass the Union's exclusive recognition rights by bargaining directly with employees over changes in working conditions.

ARTICLE 10

Union Rights, Responsibilities and Representation

Section 1. The Union is responsible for representing the interests of all employees of the Unit without discrimination and without regard to labor organization membership. It shall not discriminate with regard to the terms or conditions of membership because of race, color, creed, sex, age, national origin, preferential or non-preferential civil service status, political affiliation, marital status or handicap condition.

Section 2. The Union agrees to abide by standards of conduct for labor organizations as set forth in 5 USC 7120. In the performance of their official Union duties, officials of the Union are protected in the exercise of this right without fear of penalty or reprisal on the part of the Employer. This provision does not relieve Union officials from conducting themselves in accordance with the laws and regulations governing Federal employees.

Section 3. The Union shall be given the opportunity to send one (1) union representative to orientation meetings to address new employees. The Union will be given the same notification as other presenters.

Section 4. The union will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employees, and if the employee requests representation, in accordance with Article 13, Section 3. The Union representative will complete the Union Official Daily Sign Out Sheet in accordance with Section 10 of this article.

Section 5. Nothing in this agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials or other parties nor to oppose actions the Unions believes to be contrary to the interests of

the employees they represent. However, it would be the exception that an external complaint would be made without first informing the Employer.

Section 6. Representation at Formal Discussions:

Consistent with 5 U.S.C. 71, the Agency will not communicate directly with Employees regarding conditions of employment in a manner that will improperly bypass the Union under law.

(a) The Union shall be given advance notice and the opportunity to be represented at any formal discussion between one or more Employees it represents and one or more representatives of the Agency concerning any grievance, or any personnel policy or practice or other general condition of employment.

(b) The Union representative will have full participatory rights during the meeting to the extent accorded to other employees.

Section 7. (a) The Employer agrees to recognize the Officers, Chief Stewards, stewards and designees duly designated by the Union. The Employer agrees to recognize a total number, not to exceed one steward to 75 employees in the bargaining unit. If the Union requires additional stewards, such may be requested on a case by case basis in the form of a memo to the MER Division. It is agreed and understood that each steward has authority to act on behalf of the Union within his area of responsibility, but has no right to waive any provisions of the agreement unless approved by the executive board. It is agreed that every effort will be made to resolve problems at the lowest level of supervision and union representation. (b) The Union will furnish the Employer with a listing of uthorized/designated officers and stewards indicating name, telephone extension, cost center, as well as the designated area of responsibility (i.e., cost center). Additions or deletions to the designated stewards/officers will not be recognized until such time as the MER Division is notified of the change in writing/email by the local Union president or his designee. The effective use of stewards and a reasonable distribution of their Union workload enhance a sound union-management relationship and contribute to the efficiency of operations. Stewards may represent employees outside their assigned area of responsibility. Such representation will take place only after notification to the Union President or his designee who will notify the MER

Division. Supervisors will recognize the responsibility of Union officials in the performance of their duties under the terms of this Agreement and 5 USC 71, subject to the procedures described in Section 10.

Section 8. In order to develop and maintain effective labor management relations, the Employer agrees to allow official time, as provided in Section 9, to employees who are officials/stewards/designees of the Union who are otherwise in a duty status to accomplish the specified functions as set forth herein.

Section 9. When work conditions are such that stewards/officials may be excused from work, a reasonable amount of official time will be granted, but no more than a total amount of 1920 hours per quarter of official time will be authorized for all stewards, officials, and designees. Official time allotments not used during any quarter may be utilized during subsequent quarters; or the Union may request, and have approved, when they have demonstrated judicious use of official time during that quarter, use of a portion of a subsequent quarter's official time allotment, providing the total official time does not exceed the annual amount of 7680 hours per fiscal year. The Union will provide the Employer sufficient information (reference Section 10 of this article) to allow the Employer to understand the complexity of issues for which additional official time is requested.

Examples of matters for which official time are permitted include:

- (a) Impact and Implementation bargaining, and related impasse requirements
- (b) Matters related to unfair labor practices
- (c) Investigation/settlement of disputes and grievances
- (d) Participation in meetings with management to discuss decisions affecting working conditions of the bargaining unit
- (e) Responding to media inquiries concerning conditions of employment within the unit
- (f) Visiting, or otherwise communicating with elected representatives in support of desired legislation that would impact working conditions of bargaining unit employees
- (g) Serving on joint labor management committees or discussion forums

(h) Serving as a witness or representative in administrative hearings, such as arbitrations, or litigation, as required by the Union

(i) Responding to requests for discovery made in accordance with MSPB discovery procedures

(j) Reporting requirements imposed on the Union which serve the public by providing information concerning finances and structures of the Union including reports required under 5 USC 7120, preparations of IRS reports, and preparation and maintenance of records and reports of the Union by Federal agencies.

Official time in regards to mid-term bargaining requirements, preparations for future negotiations of this agreement, and related impasse requirements will be negotiated in addition to the above at the appropriate time.

Official time is prohibited for any activity performed by an employee relating to the internal business of the Union (including the solicitation of membership, election of Union officials, collection of membership dues, and the clerical support there-of).

Section 10. The following procedures shall apply to employees and Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement:

(a) If a Union Official intends to conduct union business, he will notify his immediate supervisor or designee and will provide an estimated time of his return to the work area. As soon as practical, the Union Official will notify his supervisor or his designee of any emergency or unexpected situation that prevents him from returning to his work area at the anticipated time. If time is denied to the Union Official due to work load considerations, the reason will be annotated on the Union Official Daily Sign Out sheet (ELTY Form 6152-R-E), and time will be granted as soon as work load constraints permit. Time attributable to the denial will not be counted toward the time period for filing a grievance.

(b) Prior to discussion with an employee in another work area, the Union Official will contact the immediate supervisor or designee in that area, stating the purpose of his visit.

Subject to workload requirements the supervisor or his designee will make the employee available for discussion within a reasonable amount of time. Employees will be allowed a reasonable amount of time to discuss appropriate matters with Union Officials. If time is denied to the employee due to workload considerations, the reason will be provided, and time will be granted as soon as workload constraints permit. Time attributable to the denial will not be counted toward the time period for filing a grievance.

(c) The Union Official will utilize the Union Official Daily Sign Out sheet. The form will be reviewed by the Union Official with his supervisor or his designee prior to Time and Attendance (T&A) certification.)

Section 11. (a) An official of the Union may be excused without charge to leave for the purpose of attending a training session sponsored by the Union, or other approved source, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as a Union Official, and the Employer's interest will be served by the Union Official's attendance. Administrative time for this purpose will not exceed a total of 280 hours for all Union officials per fiscal year and is included in the man hour limits described in Section 9; however the Employer agrees to consider Union requests for additional time on a case by case basis when such training is of mutual concern to the Employer and the Union. In addition, up to (8) hours excused absence per steward/official will be granted during the first year of the contract for training of Stewards and officials on the provisions and terms of this Agreement.

(b) The Union shall submit requests to use official time for training to the C/MER normally at least 21 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must also include names of employees whose attendance is desired. Approved training will be entered on employee's Union Official Daily Sign Out Sheet.

(c) Training may be disapproved in cases where the absence of an employee or employees would significantly interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be furnished in writing/e-mail to the local Union president at the time of disapproval.

Section 12. It is agreed that no more than 3 Union officials will spend over 50% of their time (over the course of a fiscal year) on participation in representational or other labor management matters, not including time authorized under 5 USC 7131(a). These union officials retain officially assigned job titles, grades, classifications, and pay rates. The Union is free to assign officials to spend over 50% of their time as it sees fit or as needs arise, and will notify MER of such assignments.

Section 13. The Employer agrees that officers of the Union, including national officers and other duly designated representatives of the Union, who are not employees of the Employer, will be admitted to Tobyhanna Army Depot, upon written notification to the Public Affairs Office, in accordance with security regulations. Written notification will normally be made one week prior to planned admittance.

Section 14. (a) Management will provide the Union with reasonable advance notice of written personnel surveys concerning conditions of employment that involve bargaining unit employees. To the extent practical, the Employer will provide the Union with an advance copy of the survey results soon after receipt.

(b) The Union will provide the Employer with reasonable advance notice of written personnel surveys conducted at the depot concerning conditions of employment that involve bargaining unit employees. The Union will normally provide the Employer with an advance copy of the survey results soon after receipt.

ARTICLE 11

Facilities

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

Personnel Advisory Center, and contain the purpose, number of those attending, and anticipated time involved.

Section 2. When an employee desires to discuss with the Union, important, sensitive, job-related complaints, he will advise his supervisor that he desires to meet with the Union representative. If private space is required, the supervisor will endeavor to provide such space. Space to be provided will normally be in or near the immediate work area of the employee or in the Union office if no such space is available.

Section 3. The Employer agrees to announce over the Public Address System, Union announcements which are beneficial to the work force when the announcement has been submitted through, and approved by, the Civilian Personnel Advisory Center.

Section 4. The Employer agrees to continue to provide parking consistent with regulations for all employees. The Employer further agrees to provide a reserved parking space for the Union President and to issue him an "A" placard for the purpose of conducting Union business. The Employer further agrees to provide five (5) additional "A" placard for Union office use, which will be assigned to specific union designees.

Section 5. An 18 inch section at one end of the official bulletin boards may be used by the Union to post official organization notices or bulletins. Literature posted or distributed within the Depot must not violate any law, the security of the Depot, or contain scurrilous or libelous material. The Union agrees to be responsible for policing their portion of the bulletin board.

Section 6. The Employer agrees to provide the Union with a fully enclosed area for the purpose of conducting official Union business. Consideration will be given in the future to Union's request for additional space consistent with funding and space availability.

Section 7. The Employer shall provide timely maintenance of restroom facilities for all employees.

Section 8. Employee Facilities

(a) Personal Storage Accommodations. Where the Employer determines that lockers are necessary for employees to change

into government furnished clothing, or for the secure storage of employees' personal belongings, appropriate lockers will be provided. Lockers will be subject to inspection at any time, in the presence of the employee, or Union representative in the absence of the employee. Lockers may be subject to inspection without the presence of the employee or Union representative in exigent circumstances.

(b) Telecommunications Equipment. Where the Employer requires or has enabled employees to use computers for any work/Employee related automated system (e.g., personnel, pay, jobs, retirement planning, etc;), such computers will include related peripheral equipment (monitor, keyboard, mouse, etc; for each) with access to the Employer's network, e-mail, Intranet and internet. Employees will have access to computers and an appropriate amount of duty time for the purpose of conducting such business. Employees will also have access to FAX machines, and any other equipment commensurate with what is generally used and necessary for conducting such business and telephones that allow access to a long distance network and local calling.

(c) In areas or shifts where the Employer has determined that cafeteria services cannot be provided, the Employer will make every effort to provide those employees with access to meal and break areas in close proximity to their work areas. Where facility infrastructure allows, the meal areas could include kitchen facilities such as sink, refrigerator, and microwave as appropriate.

ARTICLE 12

Participation In Wage Surveys

The local Wage Survey Committee will consist of a chairman appointed by the Department of Defense, an Employer designated representative, and from AFGE Local 1647, a Union designated representative. Committee appointments and selection of data collectors will be subject to rules and procedures established by the DoD Wage Fixing Authority. Committee members and data collectors will be considered on official assignment while performing their duties in connection with the Wage Survey and in joint training sessions. The Employer agrees that the Union may conduct training of Union designated data collectors prior

to an impending Wage Survey. Such training will be considered part of their official duties not to exceed twelve (12) hours per Union data collector.

ARTICLE 13 **Employees' Rights**

Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist any labor organization, or to refrain from any such activity. No interference, restraint, coercion or discrimination shall be practiced by management to encourage or discourage membership in a labor organization. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization.

Section 2. Prior to any meeting with a management representative, an employee has the right to inquire about and receive an answer on the intended topic of the meeting. Management agrees that counseling sessions should be made in private. Absent extenuating circumstances, formal counseling sessions related to discipline, personnel matters, performance will be conducted in private.

Section 3. Employees have the right to Union representation at any examination of an employee in the Unit by a representative of the Employer if:

- (a) The examination is investigatory in nature, or turns into such after it begins,
- (b) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (c) The employee requests representation.

When the employee requests union representation, the Employer will promptly request the employee's designated Union representative to attend the meeting. If the employee's representative is not available, the Employer will immediately notify the Chief Steward or Union President and request that a Union official be designated to attend the meeting.

Section 4. Employees have the right to be notified by the Employer of their representational rights two times in each calendar year of the term of this agreement via employee bulletins coordinated with the Union. To help educate the employees of their representational rights, the Union will be provided the option once a year to place an article coordinated with the Employer in the depot newspaper in regards to this subject.

Section 5. If an Employee is to be served with a warrant or subpoena, absent extenuating circumstances, it will be done in private. In the event an employee is being interviewed by an investigative official and criminal charges are being considered, the employee will be informed that he is a suspect to a criminal offense, and that he has the constitutional right to consult with and be represented by an attorney. If legal representation is requested, questioning will cease until such time as the employee desires to provide a statement to the investigative official. If the employee is covered under the bargaining agreement, and requests to consult with a union representative, the employee will be allowed to contact the union office for representation. The Union representative should not be viewed by either the Employer or the employee as equivalent to the employee having legal counsel. In the event the employee provides a statement and the resulting action is prosecutorial in nature, the union representative may be summoned to testify as a witness.

Section 6. No electronic recording will be made of any conversation between a supervisor and an employee and/or his Union representative concerning the employee's complaint or grievance without mutual consent. In the event a recording is made, both management and the Union shall be entitled to a copy.

Section 7. Access to an employee's Official Personnel File (OPF) by the employee and/or authorized representative will normally be granted within two (2) working days of request, if records are kept at the employee's primary duty station. If records are stored elsewhere, the Employer will normally initiate action within one workday to obtain the records.

Section 8. Subject to workload considerations, reasonable time during working hours will be allowed for aggrieved employees to discuss, prepare for, and present grievances, including attendance at meetings with management officials. If

time is denied to the employee due to workload considerations, the reasons will be provided, and time will be granted as soon as workload considerations permit. Time attributable to the denial will not be counted toward the time period for filing a grievance.

Section 9. Employees and supervisors are entitled to be treated with mutual respect and should refrain from coercive, intimidating or abusive behavior. Employees should be protected against harassment and workplace violence.

Section 10. Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information (if such disclosure is not specifically prohibited by law and/or if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs), which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health or safety.

ARTICLE 14

Voluntary Allotment of Union Dues

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

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

(a) The employee has signed up for membership in the Union subject to the payment of his first month's dues through voluntary allotments as provided herein.

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

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

(d) The Treasurer or President of the Union has completed and signed Section A of such form on behalf of the Union.

(e) Such completed form shall be turned over to the Treasurer or President of the Union for transmittal to the payroll office of the Employer.

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

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

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

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

Section 6. An employee's voluntary allotment for payment of Union dues shall be:

(a) Terminated by the Employer with the start of the first pay period following the pay period in which the following occur:

- (1) Loss of exclusive recognition by the Union.
- (2) Separation of the employee for any reason, including death or retirement.
- (3) Receipt by the Employer of notice that the employee has been expelled from the Union.

(b) Terminated by the employee when he is moved, reassigned, or promoted to a position outside the Unit for which the Union has been accorded exclusive recognition (Does not include details of one pay period or less).

Section 7. An allotment for the deduction of an employee's Union dues may also be terminated by the employee by submitting Standard Form 1188 properly executed to the payroll office of the Employer. A termination of allotment under this Section must be received by the payroll office of the Employer during the 30 day period preceding one of the following events, and shall be effective with the first full pay period following:

- (a) The first year anniversary of the effective date of the beginning of dues deductions authorized in accordance with Section 3 of this Article, or
- (b) The individual employee's Service Computation Date (SCD) anniversary, providing that the employee has been covered by dues deductions for at least one year.

Section 8. The Union having members on voluntary allotment of their Union dues shall promptly notify the payroll office of the Employer, in writing, when any such member of the Union is expelled.

Section 9. The employer, through its payroll office, shall submit to the Treasurer or President of the Union within three (3) working days after each pay day all of the following:

- (a) A list which shall identify the local Union by name and local number, and shall list the names of each employee member of the Union on voluntary allotment, and the amount of the

allotment deduction made for each such employee member. Such list shall include the monetary amount of each allotment deduction made from the members of the Union together with the total number of such allotment deductions. Such list shall also include any allotment deductions which are terminated with the pay period covered, and the reason for any such termination.

(b) Payment to the Union in the amount equal to the grand total of all such monetary allotment deductions.

ARTICLE 15

Personnel Record System

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

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

Section 3. Personnel record systems maintained by the Employer which are to be used for purposes of evaluating the employee, will not contain material which may have an adverse effect on the employee's evaluation unless the affected employee has been made aware of the presence of such material. Employees will be provided a copy of all derogatory information placed in their Official Personnel Folder, with the exception of information which may be restricted by law or regulation. All other officially recognized personnel record systems will be free of derogatory information, unless specifically authorized by law or regulation, and then such information must be released to the employee if authorized by the applicable law or regulation.

Section 4. The AMSEL-TY Form 2047 "Employee Record Card," is the supervisor's record of subordinate employees' personal data, emergency points of contact, counseling sessions, and informal discipline. Access to and use of the Employee Record Card will be governed by existing law and regulations. Employees will be given the opportunity to initial entries such as awards and letters of commendation. Entries of a derogatory nature will be initialed by the employee attesting only to the entry and not the accuracy. If the employee refuses to initial such derogatory entries, this refusal will be recorded by the supervisor on the Employee Record Card. At the time of the employee's annual performance appraisal, the supervisor and employee will review all entries on the Employee Record Card for the purpose of annotating improvements in those areas that previously required derogatory entries. This review will also be for the purpose of removing those derogatory entries no longer pertinent, or that should be removed in accordance with regulations. In addition, the Employee Record Card will be reviewed by all outgoing supervisors for currency and accuracy of entries. When an employee transfers to another supervisor, the Employee Record Card will be submitted to Directorate of Personnel for review and processing.

Section 5. Personal notes prepared by a supervisor pertaining to an employee which are used in any disciplinary, adverse, or performance actions may be released to the Employee upon request of the Employee.

ARTICLE 16

Review of Job Descriptions and Classification Standards

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

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

Section 3. The Employer will inform the Union when new or revised Classification Standards are received that pertain to Unit members, prior to implementation and will make them available for review in Classification, Staffing and Benefits Division by all employees or Union representatives.

Section 4. Insofar as possible, management will avoid assigning to employees incidental duties which are inappropriate to their positions and qualifications.

ARTICLE 17

Training and Employee Development

Section 1. The Employer and the Union agree that the training and development of employees within the Unit is a matter of primary importance to the parties. Employee training and development will be in accordance with applicable policies, procedures, directives, and regulations. Both parties agree to encourage actions to ensure equal opportunity for all employees to participate in training and development programs subject to mission requirements and fund availability.

Section 2. When the Employer determines that employees will be trained to satisfy a skill in short supply, the Employer will inform employees of these opportunities and how to apply. Management agrees to consider volunteers for training and development opportunities, but retains the right to require and direct employee participation in such programs.

Section 3. When advance knowledge of the impact of pending major changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved.

Section 4. The Employer will provide employees on-the-job cross training when this type or method of training is considered to be in the best interest of the Employer.

Section 5. In the event of a reduction-in-force, the Employer will contact the appropriate Career Link Service concerning all affected employees to determine eligibility for training and then refer the employees to the appropriate office.

Section 6. The Employer will identify those situations in the specific work environment where training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with employees who would normally be eligible for such training.

Section 7. The Employer agrees to give advance notice to the Union, when known, in accordance with Article 8, Section 3, concerning the installation of any new equipment, machinery, or process which would result in significant changes of work assignments or require additional training.

Section 8. The Employer and the Union mutually endorse the desirability of promoting a positive program of employee development utilizing the resources of the Department and the community and a full range of training and development techniques to accomplish that end. Such techniques include but are not limited to on-the-job training, computer based training, e-learning, departmental training courses, understudy arrangements, ad hoc assignments, reading, lectures, seminars, group meetings, outside course work, field trips, and professional society conferences that contain training workshops or self-development.

Section 9. The Union President or his designee shall have full voting membership on the Depot Training Committee. Due to the potential for a conflict of interest, the designee cannot be an employee assigned to the Technical Development Division.

Section 10. When training is to be given to some but not all employees in an occupational or organizational group, the process for selection will be administered in a fair and equitable manner. While permanent employees will be given priority for formal training before consideration is given to temporary employees, the Employer reserves the right to assign

temporary employees to training when necessary to perform their assigned duties.

Section 11. Training and development of employees is a matter of importance and in the public interest. Employer shall continue, within budget and funding constraints to utilize established programs presently in existence. In addition to the above, the Employer will, within budget and funding constraints, develop new training programs. Employer will give full consideration to providing such training on-post during duty hours. Employer agrees, consistent with law and regulations, to change the tour of duty for employees attending required and approved job related training given during other than normal duty hours. For other Employer approved off-post training, an employee's request, for adjustment in tours of duty to facilitate such attendance, will be given consideration by the Employer consistent with law and regulation and the Employer's mission needs.

Section 12. a) The Employer agrees to pay approved training costs in accordance with governing laws and regulations.

b) The Employer reserves the right to decline employee training requests when an employee has failed to complete training due to negligence or willful misconduct as per appropriate DA regulations.

c) The Employer shall reimburse appropriate costs for study and/or testing required to obtain or retain mandatory certification and/or licensure related to employee's current position. Employees who initially fail to complete mandatory requirements will be considered for reimbursements for subsequent attempts on a case-by-case basis. In no case will employees be reimbursed for more than three additional opportunities.

Section 13. When training is given specifically to prepare employees for advancement and the training is required for promotion, competitive procedures will be followed in selecting the persons to receive such training.

Section 14. The Employer agrees to record all appropriate approved and completed training, including any record of

training and educational achievements completed outside the Department of the Army which employees furnish to the Employer.

Section 15. Training opportunities will be published at weekly staff and mission meetings and posted to the Depot Training Calendar located on the Depot Intranet.

Section 16. Individual Development Plans (IDPs).

(a) Each employee will be entitled to establish an IDP.

(b) Employees may seek assistance from Training Administrators, Human Resource Specialists, Education Technicians, and others who may provide advice and assistance in the preparation of the plan.

(c) Employees will not be penalized in any manner for not voluntarily establishing an IDP.

ARTICLE 18

Performance Appraisal

Section 1. It is agreed that performance standards and appraisals will be accomplished in accordance with applicable laws and Department of Army regulations.

Section 2. Responsibilities/objectives will be developed for each employee, and will be discussed with and explained to the employee within the first thirty (30) calendar days of each rating period. Responsibilities/objectives will be job related, reflect duties listed in the employee job description, and be based on mission requirements and other measurable aspects. Responsibilities/objectives must be reasonably attainable, show what is required for success, and be capable of being exceeded.

Section 3. Rating anniversary date for an employee under the Senior Level System in TAPES will be set in accordance with TAPES regulation. Employees covered under the Base Level System in TAPES will have a rating anniversary date that coincides with the last day of the month that contains their service computation date.

Section 4. Performance plans must be in force at least one-hundred twenty (120) days before they are used to rate an

employee. The Department of the Army Civilian Evaluation Report Support Form or Civilian Performance Counseling Checklist/Record will be used to document the date on which responsibilities/objectives and/or changes to them are communicated to the employee. Employee will initial and be provided a copy.

Section 5. It is the responsibility of the Employer to monitor employee performance throughout the rating period. At a minimum, a midpoint performance discussion will be performed during each rating period in accordance with applicable laws and regulations. At the midpoint of the annual rating period, the rater will discuss with the employee his actual performance against the written responsibilities/objectives. The employee will be advised of progress, and changes to the plan will be documented. This midpoint discussion will be documented on the support form or counseling checklist. If at any time during the rating period it is determined that an employee is performing at an unsuccessful level in one or more critical elements, a meeting will be set up with the employee to discuss the employee's performance.

Section 6. Employees will receive an annual performance appraisal which may be a factor in decisions concerning compensation, training, rewards, reassignments, promotions, reductions in grade, retention, reductions in force, and removal. The annual performance appraisal will be based solely on the performance of the employee during that rating period against his performance standards, to include details and any other temporary assignments. The Employer agrees not to prescribe a distribution of levels of ratings for employees covered by this Agreement.

Section 7. The following procedures will be followed when a supervisor proposes to remove or demote an employee from a position for unsatisfactory performance under 5 CFR 432 and AR 690-400, Chapter 432:

(a) The employee will be notified in writing as to the responsibilities/objectives he has failed to meet; actions needed for improvement; and be provided guidance and assistance such as counseling, training, and additional supervision, as appropriate.

(b) The employee will be given a period of sixty (60) days to improve his performance provided that granting such a period would not constitute an unacceptable risk to the mission or employees of Tobyhanna Army Depot.

(c) If after the sixty (60) day period, performance does not improve, the supervisor will initiate action to propose the removal of the employee from the position in accordance with the law and governing regulations.

Section 8. (a) Employees are expected to seek informal resolution of disagreements with their supervisors concerning performance ratings. A grievance may be filed only after a performance rating has been completed, reviewed, approved, and communicated to the employee. If it is alleged that the overall performance rating has been incorrectly computed, this will be reviewed and corrected, if appropriate, by management. Only allegations of incorrect computations of the overall performance ratings or ratings of individual responsibilities/objectives may be grieved; the overall performance rating itself may not be grieved. The overall performance rating will be appropriately adjusted automatically depending upon the outcome of a grievance on one or more responsibilities/objectives.

(b) The expected norm of performance is the Successful or equivalent level. When an employee grieves one or more responsibilities/objectives rated below that level, the burden of proof that the rating(s) given is proper rests with management. However, when an employee grieves one or more responsibilities/objectives rated at the Successful or equivalent level or above, the burden of proof rests with the employee to demonstrate that the rating level sought is proper.

ARTICLE 19 Incentive Awards

The parties agree that an effective incentive awards program will result in a more effective work force, higher productivity and improved working environment. Local implementation of the incentive awards program is in accordance with TYAD Pamphlet 672-1.

ARTICLE 20

Within-Grade Increase

The granting of within-grade increases is dependent upon the supervisor's determination that the employee's work is of an acceptable level of competence. Unless the supervisor takes the initiative to postpone the within-grade, the North East Region Operations Center, Processing Division will automatically process within-grade increases. Any negative determination concerning within-grade increases for Unit employees must be in strict compliance with time limits and all other requirements of applicable laws and regulations.

ARTICLE 21

Promotions

Section 1. It is agreed that all promotions and reassignments will be made in accordance with applicable laws, regulations and locally negotiated supplements.

Section 2. The filling of non-bargaining unit positions (either on a temporary or permanent basis) are excluded from coverage under this Article and this agreement.

ARTICLE 22

Reduction-in-Force

Section 1. The Employer agrees to notify the Union of any impending reduction-in-force (RIF) affecting employees within the Unit, and the reasons therefore, as far in advance as practicable. The Employer also agrees to inform the Union concerning affected competitive levels, date of action to be taken and number of employees affected, when this information is available. Further, whenever a determination has been made to have a RIF, retention records will be made available to the Officers of the Union.

Section 2. The Employer further agrees that vacant positions in the Unit will be used for placement of employees otherwise separated by RIF, provided there is a current need to

fill such vacancies as determined by the Employer, and provided further that such action is consistent with the rules and regulations of the Office of Personnel Management (OPM) and the Department of Defense (DOD).

Section 3. Otherwise eligible employees separated by RIF shall be registered and referred from the Reemployment Priority List (RPL), Priority Placement Program (PPP), and Interagency Career Transition Assistance Plan (ICTAP), in accordance with governing laws and regulations.

Section 4. When an employee in the Unit receives a notice of RIF, he may review the following records:

- (a) The retention register on which he is listed.
- (b) The register which lists the employee who replaces him.
- (c) The registers which list employees he may be entitled to replace.

If the employee chooses to review such records, he may be accompanied by a Union Official.

Section 5. When there is a RIF, management and the Union will meet to plan for an orderly procedure of distributing RIF notices to affected employees. Management agrees to use employee bulletins and/or various other methods of communication to inform the work force of current general RIF procedures.

Section 6. The Employer agrees to establish a positive placement program to assist displaced employees in seeking other jobs. The Employer shall also inform separated employees regarding the services of state employment agencies.

ARTICLE 23

Disciplinary Actions

Section 1. The broad objective of discipline is to motivate employees to conform to acceptable standards of conduct and to prevent prohibited activities. Maintaining discipline requires clear communication of reasonable rules and standards of conduct with consistent and equitable enforcement of appropriate corrective actions.

Section 2. In those cases where corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. It is recognized that employee conduct requiring discipline falls into two categories:

(a) Behavioral offenses for which progressive discipline aimed at correcting the behavior and/or maintaining discipline and morale among employees is appropriate (e.g., AWOL, insubordination, etc.); and

(b) Offenses relating to the violation of regulation or law for which punitive sanctions are required (e.g., theft, fraud, possession of controlled substances, etc.).

Section 3. Prior to initiating disciplinary action against an employee, the immediate supervisor or other cognizant official will make a preliminary investigation or inquiry regarding the facts in the case. Once the Employer has gathered, reviewed and considered all pertinent information, and made a determination in a timely manner that disciplinary action is in order, the employee will receive notification in accordance with the following:

(a) When corrective action by informal means is warranted, the employee will be notified by the immediate supervisor or other appropriate official. If the employee so requests, a Union representative will be present during this discussion.

(b) When a letter of reprimand is warranted, it will be issued without a notice of proposal.

(c) When the Employer takes a formal disciplinary action against an employee of the unit, the Employer will provide a written proposal, an opportunity to respond, and a formal decision letter that informs the employee of his right to appeal and where to seek further advice and assistance concerning his appeal rights.

(d) An employee who is to be suspended may be offered an opportunity to choose the Voluntary Election of Alternate Discipline (VEAD), in lieu of a suspension, when the nature of the offense is covered under that program. By choosing the VEAD, the employee will avoid the loss of pay associated with a

suspension from work, although the VEAD is considered an administrative suspension. A copy of the VEAD will be retained in the employee's 201 file as a record of administrative suspension. Consistent with the depot's policy of progressive discipline, the VEAD will be considered when determining appropriate penalties for any future misconduct.

Section 4. An employee who is offered a last chance agreement will have all the provisions and consequences of the agreement explained to him. The employee will be given five (5) work days to consider his options, request further clarification, and consult with the Union, as appropriate, before deciding to accept or reject the agreement.

Section 5. Management agrees that counseling sessions should be made in private. Absent extenuating circumstances, formal counseling sessions related to an employee's conduct will be conducted in private.

ARTICLE 24

Alternate Dispute Resolution

Section 1. In accordance with the Memorandum of Understanding agreed to by the parties, the Employer will continue to maintain the established Alternate Dispute Resolution (ADR) Program to attempt informal resolution of disputes or issues in controversy. The goal of this program will be to improve working relationships between the affected parties and allow them to resolve their workplace problems in an amicable, expeditious and cost effective manner. ADR offers employees a voluntary process for resolving problems or disputes outside the traditional methods of grievances, EEO complaints, administrative appeals, or other litigation.

Section 2. An employee may request ADR for any type of dispute, regardless of subject matter, however, the Employer will determine whether a particular case is suitable for ADR. A request for ADR will be made through the Union, EEO Office, or MER Division.

Section 3. By agreeing to ADR, an employee does not diminish his right to pursue administrative or judicial relief for his

claim if the ADR attempt is unsuccessful. ADR may be utilized before and/or after an employee has filed a grievance, EEO complaint, or other administrative action. However, participation in ADR does not waive the requirement to initiate a timely grievance, complaint, or appeal. Because the ADR is a voluntary program, the employee may terminate his participation at any time during the process.

Section 4. The ADR program will utilize the mediation method of resolution. Mediation provides for a neutral third party to assist in developing solutions and negotiating agreements between the parties. The mediator does not render a decision. Instead, he works with the parties to help them achieve their own settlement. If a settlement agreement is reached, it will be reduced to writing and become binding on the parties. Each employee is entitled to a designated personal representative of their choosing throughout the ADR process.

Section 5. The Employer will educate the work force about this ADR program. Any changes by the Employer to the established ADR program will be negotiated with the Union prior to implementation.

ARTICLE 25

Grievance Procedure

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

- (a) By any employee concerning any matter relating to the employment of the employee;

- (b) By the Union concerning any matter relating to the employment of any employee; or

- (c) By any employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach, of this collective bargaining agreement;

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

(d) Except that it shall not include a grievance concerning:

(1) Any claimed violation relating to prohibited political activities; or

(2) Retirement, life insurance, or health insurance; or

(3) A suspension or removal for national security reasons (Section 7532); or

(4) Any examination, certification or appointment; or

(5) The classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) Termination of temporary employment; or

(7) Removal of a probationary employee; or

(8) A personnel action voluntarily requested by an employee; or

(9) Non-selection from among a group of properly ranked and certified candidates (The procedures used to identify and rank qualified candidates are not excluded); or

(10) Any assignment of duty that is part of an employee's position description.

Section 2. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

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

(a) Processing of such grievances beyond Step 1, as set forth below, will be delayed until the questioned policy or regulation has been interpreted by the proponent agency. The Union will forward to the Commander and the Management Employee

Relations Division such questions for necessary processing, indicating specific reference to the regulations or policy in question.

(b) The Management Employee Relations Division is responsible for collection of all facts bearing on the case, including citation of the regulation or policy involved. Included in this record will be a copy of the grievance and other appropriate information. The record will be compiled and provided to the Union and the Commander within fourteen (14) days.

(c) The Union will be given the opportunity to review the information compiled prior to submission as stated below. Additional written comments provided by the Union as part of the record will be forwarded to the Management Employee Relations Division within thirty (30) days.

(d) Within three (3) workdays of completion of the Union review, the file will be forwarded through command channels to the proponent of the regulation or policy for official interpretation. If no response is received within thirty (30) days, the Union may elect to pursue the grievance through procedures outlined in Section 9.

(e) Within fifteen (15) days of receipt of the interpretation the Union may proceed in accordance with the grievance procedure, including the application of the policy or regulation to Step 2, Section 9, for resolution.

Section 4. An employee affected by a prohibited personnel practice as defined in 5 U.S.C. 2302(b)(1); a removal or reduction in grade based on unacceptable performance as defined in 5 U.S.C. 4303; or an adverse action under 5 U.S.C. 7512 may raise the matter under a statutory appellate procedure or the negotiated grievance procedure, if applicable, but not both. For the purpose of this section and pursuant to 5 U.S.C. 7121, an employee shall be deemed to have exercised this option when the employee files a timely notice of appeal under the appellate procedures or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Any employee or group of employees (i.e. two or more) in the Unit may present a grievance to the Employer and have it adjusted, without intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at the adjustment. Requests for adjustment will be processed in accordance with the procedure and time limit set forth in Section 9, except that the employee may not have his own representative.

Section 6. The Employer and the Union recognize the importance of settling grievances promptly, fairly and in an orderly manner that will maintain the self-respect of the employee(s) and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision and union representation. The Employer shall maintain a healthy atmosphere in which the employee can speak freely and have a frank discussion of problems. All complaints will be given unprejudiced consideration.

Section 7. The Union and the Employer agree that when two or more employees have an identical grievance (where no individual variations are involved), the Union will select one case for processing under the grievance procedure. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing, and the Union will notify all aggrieved employees of decisions rendered at each step of the grievance procedure. When meeting on group grievance normally only one individual will be present along with the union representative to address the issues. The decision on the case selected will be binding on all other employees originally identified in the grievance.

Section 8. A grievance to be valid for processing under this Article should be discussed with the immediate supervisor (for employee grievances) or chief steward (for management grievances) within ten (10) days, and must be submitted in writing within fifteen (15) days after the occurrence of the matter out of which the grievance arose. Such grievances not presented within that period will not be presented or considered at a later date, except in those cases where the grievant can reasonably show that he was not aware of being aggrieved. Extensions of this and other time limits stated here and throughout this Article may be mutually agreed upon to provide

for unusual cases or circumstances. Grievances elevated to the second and third steps will include written reasons why the response at the previous level was unacceptable.

Section 9. Employee Grievance Procedure. It is agreed that the following procedure will be used by the parties and employees of the Unit on matters subject to this Article. It is further agreed that two or more steps of this procedure can be consolidated to simplify processing. Such consolidation will require the mutual consent of the Employer and the Union. Individual grievances arising from letters of official reprimand and suspensions of fourteen (14) days or less will be initiated at Director's level, step 2, within fifteen (15) days after the effective date of the disciplinary action. Suspensions of more than fourteen (14) days and removals may be grieved at the Director's level - Step 2, within thirty (30) days after the effective date, or appealed to the Merit Systems Protection Board in accordance with Section 4, but not both. Grievances resulting from actions conducted under Reduction-in-Force (RIF) procedures will be initiated at Step 2 and will be referred to the Civilian Personnel Advisory Center Director as necessary. Two copies of all written decisions concerning grievances will be provided to the Union Office. One will be addressed to the Union Official of record in the grievance, and the other to the grievant. Reasonable time, in accordance with Article 13, will be allowed for employees to discuss, prepare for, and present grievances including attendance at meetings with management officials. As required by law, the Employer will furnish the Union a copy of all relevant documents requested by the Union that are reasonably available and necessary for the Union to properly process a grievance or appeal related to any disciplinary action or adverse action.

Step 1: An employee shall initiate a grievance by submitting it in writing, on the grievance form contained in Appendix A of this Agreement, to the MER Division. The written grievance shall contain the details of the grievance, including the specific provision of the Agreement, regulation, policy or practice violated, the reason it is believed there is a violation, and the corrective action desired by the employee. Normally, the immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may be represented and/or accompanied by the assigned steward or Chief Steward. The immediate supervisor may be accompanied by a representative of the MER Division. The immediate supervisor,

or his designated representative, will investigate any grievance which falls within his scope of responsibility or authority and give a written answer within fourteen (14) days. If the immediate supervisor is a Section or Branch Chief, that supervisor should consult with the Division Chief in responding to the issues. However, the next step will proceed to the Director level. If the grievance does not fall within the scope of responsibility or authority of the supervisor, the employee and the Union will be notified so as to permit processing through appropriate channels. Stewards, Chief Stewards and Union safety representatives, when initiating a grievance within their area of responsibility, will normally present the grievance at this level.

Step 2a: If a settlement is not reached at Step 1, and the employee elects to pursue his grievance, he must submit his grievance to the MER Division for Directorate level review within fourteen (14) days of receipt of the Step 1 decision. The grievance must contain the details of the grievance, and the reason(s) why the employee disagrees with the Step 1 decision. The Director, or his designated representative, will meet with the employee and the assigned Steward or Chief Steward, within seven (7) days of receipt of the grievance. The Director may request the attendance and participation of a subordinate supervisor or a subject matter expert, in addition to an MER representative during the grievance meeting. In such cases, the Union has the option to bring additional representation, not to exceed the management representation. A written decision will be submitted to the employee and the Union within fourteen (14) days from the date of the meeting.

Step 2b: The Director reserves the right to refer matters not falling within his scope of responsibility or authority to an appropriate official or to the MER Division for further processing. If referred, the employee and the Union will be so advised. An official receiving a grievance or referral will have seven (7) days to meet with the employee and his representative to discuss the issue(s) and an additional fourteen (14) days to provide a written response on the matter. That response will identify the next level office or official to whom the matter can be appealed if the response is not satisfactory.

Step 3a: If a settlement has not been reached at Step 2, and the employee elects to pursue the grievance, he must submit

his grievance to the MER Division for Command review, or to the official otherwise identified in Step 2, within fourteen (14) days from receipt of decision at Step 2. The grievance will state the employee's reasons for non-acceptance at the previous step. The Commanding Officer and/or his designated representative may meet with the employee, Union, and as necessary, management representatives within fourteen (14) days following receipt of the grievance in an effort to reach a settlement, or may render a written decision based on the record. The Commander's written decision will be rendered within seven (7) days of the grievance meeting, if held, or within twenty-one (21) days of receipt of the grievance at Step 3.

Step 3b: By mutual agreement of the Employer and the Union, the matter may be submitted to Federal Mediation and Conciliation Service (FMCS) prior to arbitration.

Step 4: If mediation efforts are not utilized, the Union may submit the grievance to arbitration within thirty (30) days from the date of the final decision as set forth in Step 3, or within thirty (30) days of the date it is determined that mediation efforts were unsuccessful.

Section 10. In lieu of the step by step procedures outlined in Section 9 of this Article, the Union may initiate a grievance which impacts the overall bargaining unit (not an individual or group grievance), by submitting the grievance to the Commander within fifteen (15) days of the date of the occurrence of the matter out of which the grievance arose, or when the Union knew or reasonably should have known of the violation. A copy of the grievance will be concurrently provided to the MER Division. The Commanding Officer and/or his designated representative will meet with the Union President and/or his designated representative within fourteen (14) days following receipt of the grievance in an effort to reach a settlement. The Commander's written decision will be rendered within fourteen (14) days of the grievance meeting. If the matter is not resolved to the satisfaction of the Union, the matter may be submitted to Federal Mediation and Conciliation Service (FMCS) by mutual agreement of the Employer and the Union, prior to arbitration. If mediation efforts are not utilized, the Union may submit the grievance to arbitration within thirty (30) days from the date of the decision, or within thirty (30) days of the date it is determined that mediation efforts were unsuccessful.

Section 11. MANAGEMENT GRIEVANCE PROCEDURE. It is agreed that the following procedure will be used by the parties on matters subject to this Article where management claims a violation of the contract, or appropriate rules or regulations. Such grievances will not be initiated below the Director level. Where appropriate, the Union will voluntarily furnish the Employer a copy of relevant documents requested by the Employer which are readily available and necessary for the Employer to properly process the grievance or appeal. Such documents will not include: confidential union records or documents, records or documents pertaining to any grievance filed by an employee, membership records or documents, Union financial records or documents, records or documents pertaining to any ULP, Prohibited Personnel Practice Claim or FSIP proceeding, or privileged communications between the Union and their representatives.

Step 1: The Employer shall initiate a grievance by submitting it in writing, to the Chief Steward, or if a specific Chief Steward cannot be identified with the grievance, to the First Vice-President. The written grievance shall contain the details of the grievance, including the specific provision of the Agreement, regulation, policy or practice violated, and the corrective action desired by the Employer. The Union will investigate any grievance brought by the Employer. The Chief Steward will meet with the designated Employer representative in an attempt to resolve the grievance and provide a written response within fourteen (14) days.

Step 2a: If a satisfactory settlement is not reached at Step 1, and the Employer elects to pursue the grievance, the Employer may submit the grievance to the Union President within fourteen (14) days of receipt of the Step 1 grievance decision. The grievance will state the reason(s) why the Employer disagrees with or rejects the Step 1 decision. The Union President and/or his designated representative may meet with the Employer within fourteen (14) days following receipt of the grievance in an effort to reach a settlement, or may render a written decision based on the record. A written decision will be rendered within seven (7) days of the grievance meeting, if held, or within twenty one (21) days of receipt of the grievance at Step 2.

Step 2b: By mutual agreement of the Employer and the Union, the matter may be submitted to FMCS prior to arbitration.

Step 3: If mediation efforts are not utilized or are unsuccessful, the Employer may submit the grievance to arbitration within thirty (30) days from the date of the final decision as set forth in Step 2, or within thirty (30) days of the date it is determined that mediation efforts were unsuccessful.

Section 12. Union grievances involving recognized Unit employees of tenant activities and to whom this Agreement is applicable, shall process such grievances within their organizational structure eliminating steps that are inconsistent with their levels of supervision. The Commander, Tobyhanna Army Depot, or his designated representative, will execute decisions at Step 3 on such grievances when it does not conflict with the reserved management rights of tenant Commanders, physically remote from this installation. In all other cases, grievances will be forwarded to the appropriate tenant Commander for decision at Step 3.

Section 13. Failure on the part of the grieving party (Union or Employer) to observe time limits for any step shall have the effect of canceling the grievance. Failure on the part of the responding party (Union or Employer) to adhere to the time limits shall entitle the grieving party to advance to the next step. Extension of any and all time limits may be mutually agreed to in accordance with Section 8.

Section 14. Grievants, their representatives and witnesses will be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and/or in giving testimony.

Section 15. The integrity of all confidential or privileged information which may be revealed at any step in this procedure will be respected and protected by all parties involved.

ARTICLE 26

ARBITRATION

Prior to invoking arbitration on any grievance processed under the negotiated grievance procedure, the matter may be submitted to FMCS by mutual agreement of the Employer and the Union.

Section 1. If mediation efforts are not utilized, the Union or the Employer shall submit the grievance to arbitration by written notice within thirty (30) days from the date of the final decision, or lack of one, as set forth in Article 25, or within thirty (30) days of the date it is determined that mediation efforts were unsuccessful. Arbitration can only be invoked by either the Union or the Employer.

Section 2. Within five (5) work days from the date of the request for arbitration, the parties shall meet to select a qualified arbitrator. If agreement cannot be reached, the parties will jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. Any cost associated with the list of arbitrators supplied by FCMS will be shared equally by the Employer and the Union. Within five (5) work days after receipt, the Employer and the Union shall meet to select an arbitrator from the list. If they cannot agree upon one (1) of the listed arbitrators, then the Union and the Employer, alternating with each list, will each strike one (1) arbitrator's name from the list of seven (7) and repeat this procedure until one (1) name remains on the list. The remaining person shall be the duly selected arbitrator.

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

hours of the employees scheduled to be Union witnesses in the hearing, so as to enable them to be on official time for the scheduled time of the hearing.

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

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

Section 6. The parties agree to concurrently exchange witness lists a minimum of five (5) workdays prior to the hearing date, unless extenuating circumstances justify a delay. Failure to provide the list within the timeline will result in a delay of the scheduled hearing, and the party who commits the violation will be solely liable for any costs associated with the resulting delay.

ARTICLE 27

Unfair Labor Practices

The Employer and Union agree that prior to the filing of any unfair labor practice charge with the Authority, the charging party will notify the other party of its intention to file an unfair labor practice. The parties further agree that they will meet within 14 days of the above notification, for the purpose of attempting to resolve the matter. The Employer and Union agree that no formal charge will be filed for thirty (30) days following the initial meeting. The parties agree this time period will be used for the purpose of attempting to resolve the situation to the satisfaction of the parties. However, this Article does not abrogate the rights of the parties to meet the time limitations for filing with the Authority.

ARTICLE 28

Details

Section 1. Employer may assign work that is appropriate to employee qualifications and takes into account the mission. Employees will be furnished a copy of their job descriptions initially and as changes are made. Other duties shall not be construed as meaning work performed at a higher grade level for an extended period of time (i.e. more than 28 days).

Section 2. A detail is the assignment of an employee to another position or set of duties for a temporary period of time. The gaining organization will initiate documentation for details of 30 days or longer. Details may be used to meet temporary needs of the activity's work program and may be made, for example, under the following circumstances:

(a) To meet emergencies occasioned by abnormal workload, or change in mission or organization.

(b) Special projects, deployments, pending official assignment, pending description and classification of new position, pending security clearance, for training purposes, unanticipated absences of personnel or other special circumstances (e.g. medical or personal issues).

(c) Developmental assignments.

Section 3. No detail, to include developmental assignments, will be made to evade the principle of recruitment through open competitive examination. Details will be made on a fair and equitable basis in consideration of all relevant factors and will be kept to the shortest practicable time limits. Details will initially be made for a period not to exceed 120 days and may be extended. Extensions beyond one year must be approved by the Commander or his designee.

Section 4. When it becomes necessary to detail employees from one cost center to another due to workload shortfalls, the Union will be notified in writing to include expected numbers of affected employees, by cost center, series, and grade impacted.

The Union will also be notified as to the time and location the affected employees will be briefed, and will be afforded the opportunity to attend. The following procedure will be used:

(a) A meeting will be held with all affected employees in each impacted cost center on the need to detail personnel because of the workload shortfall. Information will include:

- (1) Reason for the details;
- (2) Potential areas and shifts that will be accepting detailed employees;
- (3) Number of employees, by cost center, series and grade impacted;
- (4) Timeframe for the details.

(b) Volunteers that possess the necessary special skills, abilities, and training will be solicited in the appropriate grade and series within the impacted cost center(s). Employees will be allowed 1 day to make a decision. Subject to paragraph c. below, the following process will be used:

(1). If more than the needed number of qualified volunteers in the required series and grade are obtained within the cost center(s), the Employer will select the most senior qualified volunteers to be detailed utilizing unadjusted RIF SCD.

(2). If not enough qualified volunteers are obtained in the required series and grade within the cost center(s), the Employer will select those volunteers (if any) and the least senior employees in the appropriate series and grade for the details utilizing reverse unadjusted RIF SCD.

(3) Non-bargaining unit workers that are specifically supplementing the bargaining unit in the cost center identified above will be moved out of the cost center before any bargaining unit employee is involuntarily detailed, unless worker qualifications and skill level would impact support to the mission.

(c) Management reserves the right to exclude employees from voluntary and involuntary movement as described above when

employees possess special skills, abilities or training, the loss of which would have a detrimental impact on performance of the remaining mission in the impacted cost center. Any such exclusions will be fully explained to the union in writing.

(d) All moves will be accomplished as details, and there will be no extended moves to higher grades or duties.

Section 5. At the employee's request, details will be noted on the employee record card. When an employee has accumulated 30 days in one calendar year experience on these short details outside of his occupational series, the employee is encouraged to provide an update to their Official Personnel Folder and have the appropriate supervisor certify such duties. The update will then be forwarded to the Directorate of Personnel.

Section 6. When some employees in the same classification are detailed from one assigned work unit to another work unit, due to temporary lack of work, the Steward will not be moved from the area he represents as long as there is productive work within his job classification.

ARTICLE 29

Temporary Duty Assignments

Section 1. The Employer reserves the right to direct temporary duty (TDY) assignments of employees. Employees are responsible for responding to TDY assignments in the same manner as to duties at their present duty station. Employees are required to travel when necessary to support the mission and/or for job related training.

Based on mission requirements, all qualified and eligible employees within each cost center will be given fair opportunity to volunteer for consideration for TDY assignments.

Section 2. To the maximum extent practicable, TDY travel will be scheduled within the regular scheduled workweek of the employee. Employees will be compensated for time spent in a travel status outside their normal duty hours whenever such time

qualifies for overtime pay in accordance with applicable laws and regulations, or compensatory time for travel, including:

(a) For FLSA non-exempt employees: the Fair Labor Standards Act and 5 CFR 551.422, or

(b) For FLSA exempt employees: 5 USC 5542 and 5 CFR 550.112.

(c) For Compensatory Time for Travel, 5 CFR 550.1401-1407

Section 3. Prior to the commencement of TDY, the Employer will provide the traveler with the proposed travel itinerary, what is expected during the TDY, and the approximate duration of the TDY. The Supervisor or Travel Approving Official is responsible to answer all questions concerning traveler responsibilities and entitlements. A point of contact at the TDY site must be cited on travel orders, and when more than one employee will be participating in a TDY assignment, the Employer may designate a Team Chief. A Team Chief appointed in such a manner will be temporarily promoted if higher graded duties are assigned for more than 28 days and all requirements for such a promotion have been met.

Section 4. While on travel, employees' lodging location, and cost shall be in accordance with the provisions of the Joint Travel Regulation, to include unusual circumstances where actual and necessary costs exceed the maximum per diem for the travel locality.

Section 5. (a) At the discretion of the Employer, excused absence may be granted to allow travelers to prepare for or recuperate from TDY assignments. The excused absence will not exceed eight (8) hours. Authorization of such excused absence is the responsibility of the travel-approving official.

(b) Ordinarily an employee on official travel is not required to travel during unreasonable hours at night. A prudent Travel Approving Official should schedule travel so that hotel accommodations may be acquired so the employee can retire at a reasonable hour and be ready to perform official business as required.

(c) An employee traveling during normal hours of rest may be authorized a rest stop enroute when travel must be scheduled to start at, near, or after the end of the employee's regularly

scheduled duty hours; or during normal hours of rest and the transportation mode does not provide adequate sleeping accommodations.

(d) The rest stops should not exceed a reasonable rest period plus time to obtain the earliest transportation to the authorized destination, should be scheduled at a point enroute where free stopovers are permitted (if possible) by the carriers and may not be authorized if the employee takes leave at a stop over.

(e) When an employee must travel on off-duty hours, no more than 1 additional travel day should be allowed.

(f) When OCONUS travel is involved, a rest stop of 24 hours or less may be authorized when: the origin or destination point is OCONUS, and the scheduled flight time, including stopovers, exceeds 14 hours by a direct or usually traveled route. A rest stop may be authorized at any intermediate point, and should be as near to midway in the journey as authorized carrier scheduling permits.

(g) A reasonable rest period of 8 hours at the OCONUS TDY point may be authorized before the employee reports for duty when:

1. The scheduled flight time (the time between the scheduled aircraft departure from the airport serving the permanent duty location and the scheduled aircraft arrival at the airport serving the TDY site) exceeds 14 hours by a direct or usually traveled route, and the authorized carrier schedules prevent an intermediate rest stop and a rest stop is not authorized, or
2. The traveler is required to travel overnight (2400-0600).

Section 6. (a) When a travel requirement becomes set in regard to function, location, and timeframe, the Employer shall select and notify employees of the upcoming TDY so that proper preparation and arrangements can be made. Where possible, the Employer shall give employees traveling TDY prior notice (two (2) weeks for CONUS travel and four (4) weeks for OCONUS travel). Due to the nature of the mission, emergency mission travel may require employees to prepare for travel with limited advance notice possible.

(b) Should there be a known requirement for overtime during the TDY assignment, the amount of overtime man-hours will be determined and approved by the Employer prior to employee's departure for TDY assignment. Increases to the authorized overtime must be approved by the Employer. Upon return from TDY assignment, the employee must provide the required form to be reimbursed for overtime. When the employee is entitled to overtime pay for hours worked while on a TDY assignment, the Employer will assure that all appropriate documentation provided is processed for payment.

Section 7. Information concerning TDY assignments including employee names, location of the assignments, duration, and dates of each trip will be maintained concerning each cost center at the appropriate level within each Directorate and provided to the Union upon request. In cost centers where frequency of TDY exceeds 50%, this information will be maintained in roster form and provided to the Union upon request.

Section 8. Employees on TDY assignment will be representing the Employer at all times. As such, the Employer requires the employee to conduct himself in an appropriate manner throughout the duration of the TDY assignment.

Section 9. An employee must exercise the same care and regard for incurring expenses as a prudent person traveling at personal expense. An employee must maintain records to validate expenses of \$75 or more and all lodging and excess baggage costs, except as set forth below. Excess costs, circuitous routes, delays or luxury accommodations that are unnecessary or unjustified are the employee's financial responsibility. When there is reasonable suspicion of a falsified expense (other than the cost of lodging, meals, or incidentals) the suspect expense shall not be allowed. If payment is made before discovery of a suspected falsified expense, the employee must reimburse the Government. Receipts for the following reimbursable expenses in excess of \$20 must be presented to the travel approving official upon return from travel in order to be allowable as submitted expenses:

(a) Costs for personal laundry, dry-cleaning and pressing of clothing while TDY within CONUS (not after returning

to/arriving at PDS). Expense is only reimbursable when such TDY is at least four (4) consecutive nights.

(b) Taxi fares (plus tip) for transportation to and from the place of residence and transportation terminal.

ARTICLE 30

Telework Program

Section 1. In accordance with the Memorandum of Understanding agreed to by the parties, the Employer will initiate and maintain a Telework Program under which eligible employees may participate to the maximum extent possible without diminished employee performance.

Section 2. Positions eligible for telework are those involving tasks and work activities that are portable, do not depend on the employees being at the traditional worksite, and are conducive to supervisory oversight at the alternative duty site. Positions shall not be excluded as eligible on the basis of occupation, series, grade, or supervisory status. An employee suitable for telework is an employee who has demonstrated personal characteristics such as, dependability, a proven record of high personal motivation, the ability to prioritize work effectively, utilize good time management skills, and a proven or expected minimal performance rating of fully successful or equivalent. An employee whose position has been identified as suitable for telework shall complete a telework agreement and safety checklist prior to commencement of regular and recurring telework arrangements. The completion of the agreement and checklist may also be required for ad hoc (occasional) telework arrangements.

Section 3. The Employer may deny participation in the Telework Program if the position is not determined to be eligible for regular and recurring telework or the employee is not suitable. Typically positions not eligible for telework include those with extensive face-to-face contact with supervisor, other employees, work team members, customers, or the general public on a daily or unschedulable basis; the employee's absence from the normal work site adversely affects the performance of other employees and places a burden on the staff remaining on site; the materials and data needed for

performing tasks would present a security risk or breach of confidentiality to the activity, or a possible breach of privacy to individuals; it results in lowering the level or speed of service provided to customers, or an increase of cost to them; the location of the work significantly alters the teleworker job content or job content of co-workers; the work performed remotely is not primarily product or project oriented.

Section 4. The Employer will not approve and/or will terminate any telework arrangement for any position or employee, which will adversely impact the mission, services, work loading, or reimbursable customer costs. If the extra cost of supporting a teleworker is not reasonable in comparison to offsetting benefits received by the activity and employee the position may not be suitable for telework. The employee or supervisor may terminate the agreement by giving advanced written notice, normally two weeks. Telework is not a right and may be terminated at will by either the employee or the Employer. Participation in the program will be terminated if an employee's performance does not meet the prescribed standard or if the telework arrangement fails to meet organizational needs.

Section 5. If an employee disputes the reason(s) given by his supervisor for not approving, or terminating, his telework agreement, the employee may submit a grievance in accordance with Article 25 Grievance Procedure.

ARTICLE 31

Tours of Duty

Section 1. Tours of duty will be established or changed at least two (2) weeks in advance and will continue for a period of at least two (2) pay periods. Employees must be given at least two (2) weeks advance notice of a change in work schedules, except when the Employer would be seriously handicapped in carrying out its function, or its cost of doing business would be substantially increased.

Section 2. The selection of personnel for shift assignments is the responsibility of the Employer. Management will consider qualified volunteers in the selection of personnel for shift assignments. When management elects to use qualified volunteers, those volunteers in the appropriate job

classification and organizational unit with the earliest service computation dates (SCD) will be given preference for shift assignments. If the requirement is not met by volunteers, then reverse SCD will be used to select the remaining personnel needed to meet the requirement. An employee preferring an established shift, other than day shift, should make his preference known to his supervisor who will make a reasonable effort to grant the employee's request. Exceptions to the foregoing will be made when management determines that specific employee skills are required to staff assignment, or in cases resulting in an unbalanced and/or unqualified workforce.

Section 3. When the Employer plans to make a significant change in the basic workday of a regularly established shift, the Employer agrees to notify the Union of such change prior to implementation, in accordance with Article 8.

Section 4. ALTERNATE WORK SCHEDULE (AWS) PROGRAM. Under this program, employees may be authorized to perform under a work schedule other than eight (8) hours per day, five (5) days a week. The work schedule options available under this labor management agreement are: 5 X 8 Schedule or a 5/4 - 9 Compressed Work Schedule (CWS). Subject to the terms and conditions of this labor management agreement, employees will be offered the opportunity to fulfill their basic biweekly work requirement under either one of these options. First shift employees, except for those employees whose services are determined by the Employer to warrant other than the basic workweek (e.g., firefighters, security force), will be offered the opportunity to select one of the two options below, unless the employee is expressly excluded or restricted from participation in accordance with the provisions of this labor management agreement, or pursuant to the Federal Employees Flexible and Compressed Work Schedules (F&CWS) Act of 1982. Third shift employees will be required to work the work schedule below.

(a) FIRST SHIFT WORK SCHEDULE OPTIONS.

- (1) **Option 1: 5 X 8 SCHEDULE.** Full-time employees who participate in this schedule have a basic workweek requirement of 5 workdays and 8 hours each day, excluding their ½ hour lunch period. Employees must

select one of the following shifts: 7:00 to 3:30 or 8:00 to 4:30.

(2) **Option 2: 5/4 - 9 COMPRESSED WORK SCHEDULE.**

(a) This is a fixed schedule in which the employees' biweekly work requirement is compressed into 9 work days. Full-time employees who participate in the 5/4 - 9 CWS are required to complete their basic 80 hour biweekly work requirement under a fixed work schedule consisting of eight 9 hour days and one 8 hour day. In return, they get one Regular Day Off (RDO) each pay period.

(b) Under this fixed 5/4 - 9 CWS, the 1st shift of all workdays will start at 7:00 a.m., with the 8 hour day ending at 3:30 p.m., and the 9 hour days ending at 4:30 p.m.

(c) For employees under this schedule, the RDO will either be the first or second Friday of each biweekly pay period, as determined by the employer. The 8 hour day will be the non-RDO Friday. Changes to the RDO and the 8 hour day must be in accordance with Section 1 of this article.

(b) THIRD SHIFT WORK SCHEDULE.

5/4 - 9 COMPRESSED WORK SCHEDULE.

(a) This is a fixed schedule in which the employees' biweekly work requirement is compressed into 9 work days. Full-time employees are required to complete their basic 80 hour biweekly work requirement under a fixed work schedule consisting of eight 9 hour days and one 8 hour day. In return, they get one Regular Day Off (RDO) each pay period.

(b) Under this fixed 5/4 - 9 CWS, the 3RD shift of all 9 hour days start at 10:00 p.m., with the 8 hour day starting at 11:00 p.m., and all days end at 7:30 a.m.

(c) For employees under this schedule, the RDO will be the second Monday of each biweekly pay period. The 8 hour day will be the non-RDO Monday. Changes to the RDO and the 8 hour day must be in accordance with Section 1 of this article.

(c) NEW EMPLOYEE WORK SCHEDULE. All new employees will be assigned to the First Shift Option 1 (7:00 to 3:30) schedule above for at least the first pay period of their employment.

Third shift employees will be moved to their shift as soon as all training requirements have been met, and will start working on the 5/4 - 9 schedule at that time. First shift employees must submit a completed AWS selection form to their supervisor prior to end of their first pay period to switch to Option 2 after their training requirements have been met. After the end of that pay period, the employee selection procedure in Section below must be followed.

(d) TERMINATING AN AWS. Pursuant to 5 USC 6131, if the Commander, or his duly authorized designee, finds that a particular option has had an adverse agency impact, the Employer shall promptly determine not to continue that schedule. Adverse agency impact is a reduction in the depot's productivity; a diminished level of services (to internal and external customers); or an increase in the cost of operations (other than administrative costs to establish the AWS program). In such cases, the Employer may reopen the negotiated labor management agreement to seek termination of the schedule involved.

(e) AWS exclusions. The Employer may restrict the employees' choice of arrival and departure time or exclude from such program any employee or group of employees if working an AWS conflicts with mission requirements for three shift operations, or presents a situation where all safety and security concerns are not properly addressed. Whenever mission requirements necessitate the Employer to make a change that restricts employees in an area from participation in the AWS Program, the Employer will afford the union adequate notice and the opportunity to negotiate such changes in accordance with Article 8 of the LMA.

(f) SPECIAL PROVISIONS FOR TIME ACCOUNTING.

- (1) Time accounting method(s) must provide supervisors with affirmative or personal knowledge of each employee's entitlement to pay. If supervisors can reasonably verify employees' entitlement to pay based on their personal knowledge, and/or sign-in/sign-out sheets, there is no need to record the exact starting and stopping time of each employee through automated methods.

- (2) Following implementation, the Employer may determine that it is necessary to use time clocks, card readers, bar code readers, or other automated time accounting method. The Union will be provided adequate notice and the opportunity to negotiate such changes in accordance with Article 8 of this agreement.

(g) TEMPORARY SCHEDULE CHANGES INITIATED BY THE EMPLOYEE.

Employees on the 5 X 8 may request a temporary deviation from their scheduled start time to the other scheduled start time in order to accommodate special situations or circumstances. Each request must be in writing and will be considered on a case-by-case basis, subject to approval by the employer, and must be made at least one day in advance of the requested change.

(h) EMPLOYER DIRECTED VARIATIONS IN WORK SCHEDULE.

- (1) Employer directed temporary changes to employee work schedules will be provided to the employee a minimum of one (1) pay period in advance of such required variation, except when it is determined that the Employer would be seriously handicapped in carrying out its functions, or that costs would be substantially increased.
- (2) When an employee is assigned to a temporary duty station which has a different work schedule (traditional or AWS), the employer may allow the employee to continue to use his TYAD work schedule (if suitable) or require the employee to change his schedule to conform to operations at the TDY site.
- (3) The Employer may require the employee to follow a traditional schedule during pay periods in which the employee is in training, on jury duty, on military leave, or is on extended travel.
- (4) The supervisor may, on an infrequent basis, direct a variation in employee pre-selected start/end times within the 5 X 8 option, or a change in the employee's RDO, in order to accommodate completion of special projects/specific assignments, training, or attendance at meetings.

(i) DEPOT CLOSURES AND EARLY DISMISSALS.

- (1) **5 X 8.** Employees cannot be granted more than 8 hours of excused absence for any single workday.

- (a) In cases in which the depot is closed before the workday begins, 8 hours excused absence will be credited towards the employee's basic work requirement for that day.
 - (b) If an early dismissal occurs during an employee's tour of duty, excused absence will be credited towards the remainder of the employee's basic work requirement for that day.
- (2) **CWS.** Employees working under a CWS may not be granted excused absence in excess of 9 hours.
- (a) In cases in which the Depot is closed before the workday begins, excused absence will be credited towards the employee's basic work requirement for that day.
 - (b) If an early dismissal occurs during an employee's tour of duty, excused absence will be credited towards the remainder of the employee's basic work requirement for that day.

(j) "IN LIEU OF" HOLIDAYS.

- (1) For full-time employees, when a holiday falls on the employee's non-workday, the prior workday is the "in lieu of" holiday. When a holiday falls on a Sunday non-workday, the subsequent workday shall be the employee's "in lieu of" holiday. (2) When a holiday falls on a part-time employee's non-workday, the employee is not entitled to an "in lieu of" day for that holiday.

(k) HOLIDAY PAY (When No Work Is Performed).

- (1) **5 X 8:** A maximum of 8 hours excused absence may be credited towards the basic work requirement on a holiday.
- (2) **CWS:** Full-time employees who are relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday) by Federal statute or Executive order are entitled to their rate of basic pay for the number of hours of the compressed work schedule on that day.

(l) PREMIUM PAY FOR HOLIDAY WORK.

- (1) **5 X 8:** Employees who perform non-overtime work on a holiday (or "in-lieu-of" holiday) are entitled to a maximum of 8 hours of premium pay.

- (2) **CWS:** Employees who perform non-overtime work on a holiday (or "in lieu of" holiday) are entitled to premium pay for work performed within the employee's compressed work schedule for that day. Since CWS schedules are fixed schedules, employees must not be required to move their regularly scheduled days off to avoid payment of holiday premium pay or to reduce the number of holiday hours included in the basic work requirement.

(m) FIRST SHIFT EMPLOYEE OPTION SELECTION.

- (1) Employees who wish to change their work schedule from CWS to the 5 X 8 shall submit a completed AWS selection form to their supervisor at least 2 weeks in advance of the desired schedule change.
- (2) Employees may elect to change to the CWS option no more than twice per calendar year. Employees electing to make such a change may do so by submitting a completed AWS selection form to their supervisor at least 2 weeks in advance of the following dates: 1 January, or 1 July. Management may allow changes outside these established dates on a case by case basis but no more than once per calendar year per employee.
- (3) Employees on the 5 X 8 may elect a change in starting times no more than two times in any calendar year. Employees must submit a completed AWS selection form to their supervisor at least 2 weeks in advance of the change.
- (4) New employees who fail to select an AWS option will be presumed to have elected to remain on the 5 X 8, First Shift Option 1 (7:00 to 3:30) schedule.

Section 5. Although there is no established second shift, the parties agree that in the event of emergency mission requirements that necessitate the activation of such a shift, its hours will be 3:30 p.m. to 12:00 a.m. The Employer agrees to notify the Union of such activation requirement in accordance with Article 8.

ARTICLE 32

Overtime

Section 1. Overtime is mission driven and will be utilized by the Employer to enhance production and to meet schedules. Equitable distribution of overtime is a desirable goal and it shall be Depot policy to distribute overtime as equitably as practical over the course of a fiscal year.

(a) Overtime will be assigned and equitably distributed within each cost center among employees in the same classifications, grades, skill levels. The determination of who will work overtime in each instance, however, rests with the supervisor who will consider all aspects of the work situation, to include grade level, job description and qualifications of each employee to perform the assigned overtime tasks.

(b) Each shop or activity with regular and recurring overtime will establish a roster on which accurate overtime information will be entered and which the Employer will consider when assigning overtime to ensure equitable distribution by the end of the fiscal year. The overtime roster will be maintained in a standard format and be made available to employees and the Union by the supervisor upon request. Upon request in such shops, the Supervisor and the Steward will mutually review and discuss the overtime situation for the group.

Section 2. When an employee is scheduled to work overtime, he is expected to be present on the scheduled day and time. Employee's reasons for no-shows will be taken into consideration, and those without legitimate explanations will be charged with having worked twice the number of hours as would have been worked for equitable distribution purposes.

Section 3. Management reserves the right to assign overtime as required, including calling employees to return to work as necessary to meet workload schedules. When Employees are required to return to work outside of and unconnected with their basic work week (call back OT situations), the Employer will attempt to provide four (4) hours work to meet mission requirements and shall guarantee a minimum of two (2) hours of work.

Section 4. During an emergency or in order to meet workload schedules, each employee is expected to work overtime as the

situation dictates. The Employer will make the determination of an emergency and when workload schedules require overtime.

Section 5. (a) Overtime in conjunction with leave usage in the same pay period is permitted, but discouraged. The Employer has the right to deny leave in overtime situations where he finds the granting of leave would be counter productive to the mission. The use of annual leave will be a factor when scheduling overtime if there is a documented history of leave usage in conjunction with overtime.

(b) Overtime will not be distributed, or withheld as a reward or penalty.

Section 6. Service of an employee on jury duty or on any authorized special assignment will not preclude his consideration for assignment to work on overtime, provided he notified his supervisor by 1100 hours on the preceding workday that he is available to work.

Section 7. In the event of an emergency or in order to meet workload schedules, if management cannot fill overtime requirements on a voluntary basis, it reserves the right to assign and direct overtime as required. In a situation where the overtime requirements cannot be filled with volunteers, the Employer will assign overtime on an equitable basis to qualified employees in the cost center.

Section 8. (a) If given notice on the previous day by not later than four (4) hours after the shift begins, an employee refusing an overtime opportunity will be charged with having worked the same number of hours as was worked by the person who did accept the overtime.

(b) If the employee is asked after the deadline above in other than emergencies, and the employee elects not to volunteer for overtime, it will not be counted against the employee.

(c) When the entire work group is solicited for overtime duty on a volunteer basis (in an emergency case) such overtime worked shall not be charged against these volunteers. However, separate notations may be made for record purposes.

Section 9. (a) Employees assigned to a cost center with regular and recurring overtime (permanently or by detail or loan) will be assigned overtime work in that cost center once

they have demonstrated proficiency in performing the required work.

(a) In areas with occasional overtime, permanently assigned qualified employees will be considered first when such overtime is assigned. (b) The Employer agrees to maintain a voluntary overtime list in which employees may submit their names and specific skills in any areas where they may be qualified to work overtime. When it is determined necessary, due to non-availability of qualified employees within the cost center, to offer overtime opportunities outside of the cost center to meet workload schedules, all qualified employees on the voluntary list will be considered, and it will be offered in the following order, as appropriate to the particular cost center: Branch, Division, Directorate, Depot wide, until needs have been met.

Section 10. Subject to supervisory approval, overtime hours may be modified to allow employees to work, for example, two hours a day, overtime prior to the work shift, or overtime spread out over a greater number of days, provided employee safety issues are addressed in accordance with Article 44, Section 10. Absent extenuating circumstances, employees should not be scheduled for early overtime and then be allowed to take leave at the end of the shift. Total time worked between regular and overtime hours should not exceed twelve a day unless authorized by a Director.

Section 11. Overtime worked while on TDY, to include FLSA overtime, will not be counted with in-shop overtime in determining the equitable distribution outlined in Section 1 of this Article. All eligible and qualified employees within each cost center will be given fair opportunity to volunteer for TDY assignments depending on workload schedules.

Section 12. Prior to departure on TDY assignment, the Employer will provide the team lead the name of the TDY site point of contact (POC) that is responsible for verifying the amount of overtime worked by the members of the TDY team. Should the designated TDY site POC become unavailable, the Employer will decide who is authorized to verify overtime worked on TDY. The hours worked will be recorded on ELTY Form 2801, TDY Time Record. In all cases the form will be initialed by the employee working the overtime and signed by the TDY site POC.

Section 13. Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. The following guidelines pertain to such compensation for overtime work:

(a) FLSA Non-Exempt Employees: The Employer will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Employer may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Employer will consider employee requests for compensatory time off in lieu of overtime pay.

(b) FLSA Exempt Employees above GS-10, Step 10: For irregular or occasional overtime, the Employer may require such employees to accept compensatory time off in lieu of payment for overtime work performed. Such employees who are eligible for overtime pay may also request to take compensatory time in lieu of payment, and those requests will normally be granted, subject to mission requirements. The Employer may offer or consider employee requests for payment for overtime work performed.

ARTICLE 33

Meal Period

Normally, employees on a regular shift shall take one-half hour for meal period during which the employee is entirely free of duty connected with his job. This period will commence between three and one half and five and one half hours after the beginning of the work shift at a time to be determined by the supervisor. Exceptions may be made when the Employer determines such exceptions to be in the best interest of the Government after discussion with the Union. Employees assigned a straight eight hour shift with twenty minutes or less for a meal period are excluded from these provisions.

ARTICLE 34

Rest Periods

Section 1. There shall be a fifteen minute rest period for all eligible employees during each four hours of continuous work when their working conditions fully meet the prescribed criteria. The designated fifteen minute rest period is the maximum allowed and includes all time absent from the employee's worksite. Exceptions to the designated break time must be approved by the appropriate management official.

Section 2. The provisions of Section 1 apply to scheduled overtime of four hours or more when not worked in conjunction with a normal tour of duty. When overtime is scheduled for four hours or more in conjunction with an employee's normal tour of duty, the employee shall, after his normal tour of duty, be granted a ten minute rest period near the beginning of the overtime period, plus another ten minute rest period during the overtime period. Such breaks will be scheduled so as not to interfere with mission accomplishment.

ARTICLE 35

Protective Clothing and Cleanup Period

For those employees that the Employer has established are required to wear specialized and/or protective clothing, a reasonable period to dress will be given at the beginning of their shift. When the Employer has established that a cleanup period at the end of the shift is required, up to a ten minute period will be allowed to employees for such personal cleanup. However, all employees will return to their work area upon completion of such cleanup.

ARTICLE 36

Annual Leave

Section 1. Authority for approving annual leave rests with the immediate supervisor. In accordance with Tobyhanna Army Depot Regulation No. 690-6, "Absence and Leave", employees are

expected to request all annual leave in advance, including days before and after holidays. The request will normally be approved, subject to workload and/or mission requirements.

Section 2. In the event of unforeseen circumstances which require the use of unscheduled annual leave, approval may not be presumed by the employee. The employee is obliged to request leave from his immediate supervisor (or designee) within the first two hours of the beginning of the work shift. (At his discretion, the supervisor may waive this requirement when circumstances beyond the control of the employee prevent him from calling in within the first two hours of his shift.) The employee will explain the reason(s) for, and anticipated duration of, his absence. When informed of the employee's absence, the supervisor will evaluate the employee's circumstances before deciding whether to approve or disapprove the request for unscheduled leave. Employees may request unscheduled annual leave via either of the following methods:

(a) E-Mail: When this method is used, the employee shall include a phone number at which he can be reached and must ensure that his immediate supervisor (or designee) has received the request in a timely manner. (The supervisor may respond via return E-Mail or telephonically.) If the employee does not receive a response to his request within one-and-a-half hours of the beginning of his work shift, he must request leave pursuant to the requirements of paragraph b below.

(b) Phone call: The employee shall request emergency annual leave within the first two hours of the beginning of his work shift. If an employee is unable to contact his immediate supervisor, he is obligated to speak to a person designated to receive and relay such requests to the immediate supervisor. If the employee is unable to contact his immediate supervisor's designee, he shall submit his emergency leave request to the directorate office. (In regards to timely leave requests submitted to the directorate office, the employee can safely consider that his emergency leave request is approved if the supervisor (or designee) doesn't get back to the employee within one hour of the time the emergency leave request is submitted.)

Section 3. Employees who occupy positions providing security, fire protection, and utilities, must report their

absence to the appropriate supervisor on duty two hours prior to the start of their shift, when the employee is aware of the emergency.

Section 4. Subject to supervisory approval, employees are entitled to use their accumulated annual leave for vacation purposes and other personal reasons. The employee agrees that he will schedule annual leave for vacation purposes. For purposes of this provision, vacation leave is understood to mean an extended period of leave (normally one week or longer) for rest and relaxation to assist in maintaining the top efficiency and productivity of each employee. Absent extenuating circumstances, the Employer agrees to approve or deny requests for annual leave for vacation purposes within one week of receiving the request. In the event of a conflict among employees in scheduling vacation leave, the supervisor will, as equitably as possible, resolve the matter taking into account all relevant factors including past leave usage, mission requirements, service computation date, and use-or-lose status. Approved vacation leave will only be cancelled by the supervisor when a mission related situation requires an employee's services. Should this happen, as much advanced information and notice as possible will be provided to the involved employee(s). When the affected employee provides documented verification of non-refundable expenses associated with the previously approved vacation leave, the Employer will strive to make other arrangements to accomplish the mission.

Section 5. The Employer agrees that annual leave requested by the employee to observe a religious holiday associated with his faith will be granted, except when the exigencies of the mission require the employee's services.

Section 6. In case of transfer of an employee from one supervisor to another, previously approved leave will be accommodated whenever possible.

Article 37
SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. Employees are required to report their absences in accordance with the provisions of Tobyhanna Army Depot Regulation No. 690-

6, (Absence and Leave).

Section 2. Each employee is obligated to request leave from his immediate supervisor (or designee and/or chain of command) within the first two hours of the workshift. (At his discretion, the supervisor may waive this requirement when circumstances beyond the control of the employee prevent him from calling in within the first two hours of his shift.) The employee will explain the reason for and anticipated duration of his absence. When informed of the employee's absence, the supervisor will evaluate the employee's circumstances, before deciding whether to approve or disapprove the request for sick leave. When an employee's incapacitation is so severe that it prevents him from personally requesting leave, a call from an immediate family member is acceptable. Employees may request unscheduled sick leave via either of the following methods.

(a) E-Mail: When this method is used, the employee shall include a phone number at which he can be reached and must ensure that his immediate supervisor (or designee) has received the request in a timely manner. (The supervisor may respond via return E-Mail or telephonically.) If the employee does not receive a response to his request within one and one half hours of the beginning of his work shift, he must request leave pursuant to the requirements of subparagraph (b) below.

(b) Phone Call: The employee shall request unscheduled sick leave within the first two hours of the beginning of his work shift. If an employee is unable to contact his immediate supervisor, he is obligated to speak to a person designated to receive and relay such requests to the immediate supervisor or his chain of command. If the employee is unable to contact his immediate supervisor's designee, he shall submit his sick leave request to the Directorate office. (In regards to timely leave requests submitted to the Directorate office, the employee can safely consider that his sick leave request is approved if the supervisor (or designee), including his chain of command, doesn't get back to the employee within one hour of the time the sick leave request was submitted.)

Section 3. Subject to the restrictions of 5 CFR 630.401 and this Article, the Employer must grant available sick leave for the following:

- (a) Medical, dental, or optical examination or treatment;
- (b) Incapacitation due to physical or mental illness, injury, pregnancy, or childbirth;

- (c) Providing care for an incapacitated family member or attending to a family member receiving medical, dental, or optical examination or treatment;
- (d) Making arrangements necessitated by the death of a family member or attending the funeral of a family member;
- (e) Providing care for a seriously ill family member;
- (f) When an employee poses a health danger to others due to exposure to a communicable disease;
- (g) Arranging for the adoption of a child.

Section 4. Medical, dental, and optical examinations or treatment should be scheduled during non-duty hours whenever possible. If it is necessary to schedule such examinations during work hours, the amount of sick leave granted will be limited to the duration of the examination and reasonable travel time. Short periods of excused absence may be granted by supervisors in conjunction with requests for such sick leave scheduled near the beginning or end of the work day.

Section 5. The employer may require a statement from the employee concerning a family member's need for psychological comfort and/or physical care. The statement from the health care provider must certify that:

- (a) The family member requires psychological comfort and/or physical care;
- (b) The family member would benefit from the employee's care or presence; and
- (c) The employee is needed to care for the family member for a specified period of time.

Section 6. Employees are required to furnish administratively acceptable evidence, as defined in Section 8, no later than 15 calendar days after the Employer requests such, to substantiate sick leave. Except as required in Section 7, the employee may provide verbal self-certification for absences of 3 workdays or less. For absences in excess of 3 consecutive workdays, the employee will normally be required to furnish a medical certificate or other administratively acceptable evidence. On a case by case basis, management may waive the requirements of this section for critically ill employees with documented medical conditions.

Section 7. The provisions of this article do not deny the supervisor's right to require medical certificates for any absence when the supervisor reasonably believes that an employee is abusing sick leave. Some examples of what could be construed as sick leave abuse are:

- (a) Repeated use of sick leave before or after holidays or weekends.
- (b) Absences during heavy workloads or undesirable duties.
- (c) Intermittent sick leave use of short duration with vague excuses.
- (d) Sick leave being used as soon as it is accrued.

In such instances, the employee will be notified in writing that a doctor's certificate will be required for any sick leave absence. This written notification of suspected sick leave abuse will provide the reasons for requiring medical certification and will be reviewed annually for possible revocation. The required medical certification will be submitted to the employee's immediate supervisor on the day the employee returns to duty.

Section 8. Administratively acceptable evidence, as required above, will be certified by the health care provider and will include the date of the visit, the expected duration of the incapacitation, the nature of the incapacitation, and the date on which the employee may return to duty. The medical certification will normally be presented to the employee's immediate supervisor upon return to duty. If, for reasons of privacy, the employee does not wish to present medical certification to his supervisor, he may submit this documentation directly to the U.S. Army Health Clinic. A copy of the physician's note will not be accepted. A note that does not contain the above information will not be considered administratively acceptable evidence. Failure to furnish valid certification will result in denial of sick leave and possible disciplinary action.

Section 9. An employee who is excused from work by the Medical Officer due to illness or injury shall not be required to substantiate sick leave for the day he is excused.

Section 10. The Employer agrees to consider requests for advanced sick leave on a case-by-case basis, in an amount not to exceed 240 hours, for serious illness or disability, in accordance with applicable regulations. The requests will be made in writing and will include administratively acceptable evidence as set forth in Section 8 of this Article. If disapproved, the employee will be given a copy of the reasons in writing. The employee will not be required to exhaust all annual leave prior to utilizing the advanced sick leave. Sick leave may be advanced when the following required conditions have been satisfied:

- (a) The employee is serving under a permanent appointment and has completed a probationary period.
- (b) All available accumulated sick leave to his credit has been exhausted.
- (c) There is no expectation that the employee is contemplating separation by retirement or resignation.
- (d) A medical certificate substantiating that a serious illness or injury exists, and that the employee will be capable of subsequently returning to duty.
- (e) There is no expectation that the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.
- (f) The employee does not have a current written notification of suspected sick leave abuse or disciplinary action properly proposed or effected for abuse of sick leave.

Section 11. At the time the absence extends beyond 10 workdays the employee will provide, from his physician, certification as outlined in Section 8 above and the specific restrictions and/or limitations that are preventing him from returning to duty. If an employee requires additional sick leave beyond the time specified in the original certification, he will be required to provide additional updated medical certification upon request. Where appropriate, the employee will cooperate with the Employer's attempts to determine the availability of light duty work by passing on information to his physician concerning such work.

Section 12. (a) Full-time employees are entitled to use up to 104 hours of sick leave per leave year for family care purposes (as described in Section 3c & 3d). Limits for parttime employees and employees with uncommon tours of duty will be

prorated accordingly. If the number of hours in the employee's tour of duty is changed during the leave year, his or her entitlement must be recalculated based on the new tour of duty.

(b) Full-time employees caring for a family member with a serious health condition (as defined in 5 CFR 630.1202?) may use a total of 480 hours of sick leave during the leave year. This total includes any sick leave granted under Section 12a above. Limits for part-time employees will be prorated accordingly. If the number of hours in the employee's tour of duty is changed during the leave year, his or her entitlement must be recalculated based on the new tour of duty.

(c) For the purposes of granting sick leave for family care purposes, in accordance with this Section, a family member is defined as the following relatives of the employee:

- (1) Spouse, and brothers, sisters and parents thereof,
- (2) Children, adopted children, step-children, and spouses thereof,
- (3) Parents and grandparents,
- (4) Brothers and sisters, and spouses thereof,
- (5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, as described above.

Section 13. Under the Family Medical and Leave Act (FMLA), (as implemented by 5 CFR 630, Subpart L), the following provisions apply:

(a) The definition of family member for FMLA purposes applies to the following relatives of the employee:

- (1) Spouse,
- (2) Parents,
- (3) Children (includes adopted children, step-children, or as otherwise provided for by law)
- (4) Brothers or sisters.

(b) Eligible full-time employees are entitled to up to twelve (12) administrative workweeks of unpaid leave during any 12 month period (limits for part-time employees will be prorated accordingly) for one or more of the following reasons:

- (1) The birth and care of a child;

- (2) The placement of a child with the employee for adoption or foster care;
- (3) The care of the employee's family member (as defined in this Section) with 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 position. This may be in addition to, or in conjunction with, the twelve (12) weeks of paid sick leave for the care and attendance of a family member with a serious health condition described in Section 12.

(c) An employee is entitled to substitute up to 12 administrative workweeks of sick or annual leave each year for FMLA leave without pay if he is caring for a family member, as defined at Section 13a above, with a serious health condition. Such leave usage shall be consistent with current law and government-wide regulation governing the granting and use of sick or annual leave. An employee may use up to 12 weeks of sick leave each year to care for a family member with a serious health condition and then invoke his entitlement to 12 weeks of FMLA leave without pay to care for a family member, as defined at Section 13a above, with a serious health condition.

Section 14. The maximum total amount of sick leave that can be taken by an employee in any leave year under Sections 12 and 13 is limited to 480 hours.

ARTICLE 38

Leave of Absence and Periods of Leave Without Pay

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

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

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

ARTICLE 39

Excused Absences

Section 1, Administrative Excusals:

(a) Administrative excusals cover situations when the Commander, or his designee uses his authority to close all or part of the depot and employees are released from duty. Employees affected by these actions are generally excused without charge to leave and without loss of pay. The Employer has the authority to close all or part of Tobyhanna Army Depot and, consistent with that closure, to administratively excuse the non-emergency civilian workforce.

(b) Employees shall presume the Depot is open each regular workday unless specifically notified otherwise. When a decision is made to cancel a full work shift, all affected employees, (except those designated emergency), will be placed on administrative leave regardless of their anticipated leave status for that shift. Announcements of closings or delays will be made through the news media. Attempts will be made to make such announcements as early as possible. The Employer will notify employees already on duty of the decision to close.

(c) If a decision is made to delay the start of a shift, employees must report for duty after the delay in order to receive the associated excused absence.

(a) When a decision is made to suspend operations due to emergency situations occurring during the workday, all nonemergency employees on duty at the time of the dismissal shall be excused (placed on administrative leave) without loss of pay, even if they were scheduled to take leave later in the day. Excused absence (administrative leave) may be granted to avoid hardship for employees who are authorized to leave after official notice of dismissal, but before departure time, for the period remaining until official departure time. In a situation

not involving a hardship, when an employee leaves (with supervisory approval) after receiving word of the pending dismissal, annual leave, earned compensatory time, or LWOP may be charged as appropriate for the period remaining until the employee's official departure time (i.e., the authorized dismissal time). Annual leave, comp time earned, or LWOP may be granted, or AWOL may be charged, if appropriate, to employees who leave before official notice of dismissal, for the period remaining until the end of the employee's regular workday. Employees who were scheduled to return from leave during the dismissal period will be charged leave until the dismissal time, and placed on administrative leave for the remainder of the day.

Section 2, Individual Excused Absence.

Individual excused absence refers to an authorized absence of an employee from duty without loss of pay and without charge to other paid leave. Where absences are for other than brief periods, a grant of excused absence is not appropriate unless the absence is in connection with furthering a function of the Employer. Individual excused absence may be granted for:

(a) Blood Donations. Employees who volunteer to donate blood within the limits of the Employer sponsored program may be granted excused absence to cover travel from the employee's work area to the depot donation site, the actual donation of blood, and recovery. This provision does not cover employees who are donating blood for their own use or who receive compensation. Excused absence is not authorized for off depot donations unless the Red Cross declares an emergency.

(b) Employment Interviews. Excused absence may be granted for employment interviews within the commuting area, when the employee is under notice of separation or downgrade, or for DoD merit promotion interviews.

(c) Emergency Rescue or Protection Work. Excused absence may be granted to employees to assist in emergency situations. This does not cover employees who respond to emergencies in National Guard/Reserve status.

(d) Infrequent tardiness of short duration may be excused when reasons appear to be adequate to the Employer. Chronic tardiness, or other brief absences without adequate excuse, will be subject to disciplinary action. Normally, disciplinary action will not be taken until the employee has been warned that further tardiness could result in disciplinary action.

(e) Medical Appointments. Brief periods of excused absence may be granted in conjunction with a request for sick leave for a medical appointment when such appointments are scheduled near the beginning or end of the employee's work shift.

(f) When the Employer determines that employees are exposed to unsafe or unhealthy working conditions which cannot be immediately corrected, and which are likely to result in illness or injury, the employee will either be assigned work in a safe and healthy area or granted excused absence.

ARTICLE 40

Holidays

Section 1. Employees not required for essential duties shall be excused from work on holidays or on days considered as holidays, as prescribed by appropriate law, regulation or Executive Order. The Employer retains the right to require the services of employees for the performance of essential work, and further agrees that work will be scheduled on holidays only to meet essential and necessary requirements such as protection of property, security, work of an emergency nature or to meet the exigencies of the mission. Provided there are an adequate number of employees, the Employer will utilize qualified volunteers who are available and have indicated a desire to work. The Employer recognizes the entitlement of employees who perform work on a holiday to be paid in accordance with the provisions of applicable law, regulation or Executive Order.

Section 2. When all or part of the depot is closed for short periods because of planned management action (for example, on any Monday prior to a holiday falling on a Tuesday and on any Friday following a holiday falling on a Thursday) and arrangements cannot be made for assignment to other work,

employees shall be notified as far in advance as possible but no less than two weeks, and shall be required to take annual leave or compensatory time earned, unless LWOP is requested. The Employer acknowledges that an employee may prefer to work overtime in the pay period prior to the closure to be used as compensatory time for the closure. Employee requests to work such compensatory time will be given serious consideration by the Employer and approved when workload permits and all safety and security concerns are addressed. Requests for advance annual leave will be considered. Management reserves the right to require personnel to report for duty on any of these days should it be necessary to meet a mission need.

ARTICLE 41

Productivity

Section 1. The Union and Employer recognize that efficient productivity is key to maintaining a competitive position and work force stability. Both parties agree to cooperate and be proactive in improving productivity, while providing for the well being of the work force.

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

Section 3. The Army deploys Continuous Process Improvement (CPI) (LSS) with the purpose of accelerating Business Transformation by attempting to create an innovative culture of continuous, measurable improvements with a goal of eliminating non-value added activities and improving quality and responsiveness for soldiers, and civilians. The Union and Employer mutually agree to work towards the implementation and maintenance of the depot's CPI Program. The Union and the Employer further agree that:

(a) The Union will have the opportunity to have a representative present at all LEAN events that involve bargaining unit members;

(b) Workload permitting, Union appointed representatives to LEAN events will be allowed to participate to the fullest extent possible;

(c) When workload schedules prevent the Union from having any appointed representative attend a scheduled LEAN event, the LEAN event will either be postponed until such time as a Union representative can attend, or the union will be provided with all the results of the LEAN event during the outbrief, and all appropriate changes will be subject to the procedures outlined in Article 8, Section 3 of this agreement.

The Union retains its rights as the exclusive representative of the employees under the law and this agreement.

ARTICLE 42

Automation and Technological Change

The Employer agrees that in instances where automation, technological change, or the introduction of contractual services serves to significantly eliminate duties, functions, or positions of career employees in the unit, reasonable efforts will be made by the Employer to reassign employees affected, to other continuing positions. Additionally, every reasonable effort will be attempted, where feasible, to retrain such employees for continuing positions in the Depot, at a salary equal to, or as near as possible to the employee's current salary, as permitted by the Office of Personnel Management.

ARTICLE 43

Contracting Out

Management agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit.

ARTICLE 44
Safety and Health

Section 1. (a) The Employer agrees to maintain a safe and healthful working environment, in accordance with 29 CFR 1910, 1926 and 1960, Public Law 91-596, AR 385-10, TYAD 385 series regulations, and other applicable safety programs. The Employer and Union agree that safety is a collective effort and the responsibility of both the Employer and employees. It is agreed that everyone is responsible for the reporting of all unsafe conditions and injuries; and that such reporting of imminent and potentially dangerous conditions must be accomplished consistent with procedures established by the Employer.

(b) When permanent relocation of a function occurs, whereby employees are moved from one area to another, the Employer will ensure that the area meets proper safety requirements to protect employees from exposures and hazards. When a temporary relocation of function occurs, the Employer will provide a temporary work area that is adequate with regard to safety and health.

Section 2. The Employer agrees to compile and maintain all records required by applicable laws and regulations.

Section 3. The Employer and Union will cooperate in a continuing effort to reduce or eliminate exposure to unsafe working conditions and health hazards to the employees.

Section 4. The Employer and the Union agree that one member of the Union will participate in the Mission Safety and Health Council, as described in Appointment Board/Committee/Council (B/C/C) #10. As a current VPP site, Tobyhanna supervisors and employees will perform self-safety inspections of their work areas at least quarterly to identify and correct hazards to employees. The Safety Division will inspect all work areas on a yearly basis.

Section 5. A summary of all reportable and lost workday injuries will be posted for employees in November and a copy provided to the Union. The Union representative on official Depot Safety Committees will receive a copy of the minutes of official committee meetings.

Section 6. The Union will be notified in advance and on the date of arrival of scheduled visits by OSHA, other external Safety Inspectors, or Environmental Survey Personnel not employed by the Employer, and given the opportunity to designate one Union representative to accompany such inspectors on tours of bargaining unit work areas. In addition, the Union will be notified of and given the opportunity to attend all formal OSHA briefings concerning bargaining unit working conditions.

Section 7. (a) The Employer agrees to provide an occupational health program including the following:

(1) Immediate diagnosis and treatment during normal working hours and Emergency Medical Services and transport to a facility for more definitive medical care at all times.

(2) Specifically identified periodic health examinations and preventive medicine programs, including preventing and controlling health risks, as required by current executive orders and other appropriate laws and regulations.

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

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

(2) Referrals to employee's private physician or dentist based on preventive medicine findings.

(c) Employees who feel they have a job related health problem or feel they have been exposed to unhealthful agents that are job related may report to the Health Clinic for initial evaluation. Health Clinic and Civilian Personnel Advisory Center representatives will then provide appropriate advice and counseling concerning any further medical assistance required and/or procedures for filing a claim under the Workers' Compensation Program.

Section 8. Personal protective clothing and equipment when necessary and required, shall be authorized and provided by the Employer and used by the employee. The Employer will require

and the Union will encourage employees to work in accordance with safety and health regulations, wear the proper attire for the job being performed, and utilize the appropriate personal protective equipment (PPE). The Union and Employer recognize their individual responsibilities to support and inform employees that compliance with approved safety and health regulations and policies is mandatory. These provisions underscore the employee's responsibility for his own safety and the obligation to follow safety rules and practices for his protection and that of his fellow employees.

Section 9. An employee or group of employees who believe they are required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question shall follow the reporting requirement in TYAD 385 series regulations and report these conditions to their supervisor, who will have the matter investigated promptly and notify the Safety Division and the Union Safety Representative of the alleged hazard. If the appropriate authority finds it necessary, the employee(s) may be removed from the work area until the hazards have been corrected. Upon conclusion of said investigation, the supervisor will instruct the employee(s) accordingly.

Section 10. Based on specific requests by the employee(s) and/or supervisor, and observations, the Safety Division shall identify those work situations where working alone presents a significant safety hazard and shall so inform and provide proper guidance to the appropriate supervisor and the Union. Supervisors will comply with the Safety Division's guidance.

Section 11. Repair work on or about moving or operating machinery involving hazards will be assigned based on employee qualifications using proper lockout tag out requirements per TYAD 385 series regulations. This does not preclude the Employer from requiring operators to make normal or necessary adjustments to machinery or equipment while it is in motion or operation.

Section 12. The Employer agrees to supply and maintain the required number of fire extinguishers (as determined by the Fire and Emergency Services Division) and warning systems throughout the installation. All supervisors and employees are responsible for ensuring that fire extinguishers are not tampered with and

that clothing, lunch boxes, and other foreign material are kept away from fire alarms, fire mains and extinguishers.

Section 13. Upon request by an injured employee or his officially authorized representative, the Employer agrees to provide, within three (3) work days of such request, an explanation of the options available under the Federal Employees' Compensation Program. If the employee is unable to work, said information will be provided, when requested by the employee, to him at home or at the hospital.

Section 14. Upon request, copies of reports required by applicable laws and regulations dealing with the occupational safety and health for federal employees will be made available for review by the Union, except as prohibited by law.

Section 15. When the Depot physician or other appropriate medical authority determines that an injured or ill employee must be transported to a hospital, the Employer will provide or arrange for appropriate transportation to a specifically designated location in accordance with established emergency medical services protocol. If the depot physician or other appropriate medical authority determines an employee should return home or visit his doctor's office, it is incumbent upon the employee to make these arrangements. The supervisor has the discretion to authorize up to 59 minutes of excused absence to an employee volunteering to transport the employee to the directed location. Any time in excess of the authorized 59 minutes will normally be approved as annual leave.

Section 16. The Employer will develop and maintain emergency evacuation procedures that include the special needs of severely handicapped employees.

Section 17. Employer will provide employees with safety rules and regulations and specialized safety training utilizing electronic media when determined to be feasible and allowable in meeting training requirements. Employees will complete all appropriate specialized safety training and comply with safety rules and regulations.

Section 18. a. In accordance with TYAD Regulation No. 1-11 employees are permitted to dress in a casual manner that offers maximum comfort and convenience while maintaining a safe,

healthful, productive and positive work environment. In all cases attire will be appropriate to the employee's work location, duties and customer expectations. While the general installation policy is one of casual dress, management may determine that customer service or other similar situations demand more formal dress in certain areas/times.

b. Employees shall be required to dress according to the conditions in which they work, to include wearing safety shoes, safety glasses or goggles, gloves or other required protective clothing. Supervisors, in coordination with Safety Division, will determine the proper protective clothing that is applicable for their work areas.

c. Personnel who are working in designated foot hazard areas are required to wear safety shoes at all times. Administrative personnel who are required to spend time working in shop areas will be issued safety shoes on a case-by-case basis. Sandals, open-toed or open-backed footwear, and high-heeled shoes shall not be worn in any industrial areas. Flip-flops/thong footwear shall not be worn in any work areas.

ARTICLE 45

Voluntary Protection Program

Section 1. The Union and the Employer agree to actively support the depot's participation in the Voluntary Protection Program (VPP), as currently established, to recognize and promote effective safety and health management.

Section 2. Management agrees to operate an effective program that meets the established VPP criteria.

Section 3. The Union agrees to participate in the program and work with management to assure a safe and healthful work place.

Section 4. Both parties agree that they may withdraw their participation at any time or for any reason through the established procedures.

ARTICLE 46

ENVIRONMENTAL DIFFERENTIAL PAY AND HAZARD PAY DIFFERENTIAL

Section 1. (a) It is the objective of the Employer and the Union to reduce to the lowest level feasible [as measured by the Occupational Safety and Health Act (OSHA) Time Weight Average (TWA) Permissible Exposure Limits (PELS) standards provided in Title 29 Code of Federal Regulations (CFR)] all hazards, physical hardships, and work conditions of an unusually severe nature.

(b) Environmental Differential Pay (EDP) is a differential paid for duty involving unusually severe hazards or working conditions for Wage Grade (WG, WL, WS) employees. Hazardous Pay Differential (HPD) means additional pay for the performance of hazardous duty, or duty involving physical hardship for General Schedule (GS) employees.

(c) When preventative actions, to include the use of protective devices or safety measures, have not practically reduced the potential for personal illness or injury, and, where applicable, the OSHA TWA PEL has been exceeded, environmental differential pay or hazardous pay differential shall be warranted. The process for making payment shall be determined pursuant to the schedules and at the rates prescribed by 5 CFR 532 and Federal Wage System Operating Manual 532-5, or 5 CFR 550.

Section 2. For asbestos, a significant risk of exposure occurs when airborne concentrations of asbestos fibers are in excess of the PELS standard for asbestos provided in Title 29 CFR Sections 1910.1001 or 1926.58, when the risk of exposure is directly connected with the performance of assigned duties, and when the use of protective devices or safety measures have not reduced the risk for personal illness or injury. Regulatory changes in Sections 1910.1001 or 1926.58 are hereby incorporated by reference and made a part of this agreement, effective on the first day of the first pay period beginning on or after the effective date of the change(s).

Section 3. The Union and/or employee(s) shall promptly notify the Employer of any hazardous conditions of which they reasonably believe management is not aware. When the Union and/or employee reasonably believes that a local work situation

warrants coverage under payable categories authorized by the Office of Personnel Management, the Union will notify the appropriate supervisor of the title, series and grade of the position(s) involved; the location; nature of the exposure; and that the hazard, physical hardship or working condition is of an unusual nature and is not practically eliminated by safety procedures and devices required by DA Safety and/or Industrial Hygiene programs. The request will be referred to and evaluated by the Classification, Staffing and Benefits Division, which will obtain input from the Safety Office and representatives of the U.S. Army Health Clinic. If the request is submitted by an employee, a copy of the request will be furnished to the Union. A copy of the investigative report will be furnished to and discussed with the Union. A decision will then be rendered by the Employer on whether EDP is warranted.

Section 4. The Employer will notify the Union of the title and location of the positions(s) where the Employer proposes to terminate EDP, and will provide justification for termination. Within ten (10) days of receipt of the Employer's position, the parties will meet for the purpose of discussions. The Employer will then notify the Union of the final decision.

ARTICLE 47

Workers' Compensation

Management agrees to comply with all provisions of the Federal Employees' Compensation Act (FECA), Department of Labor (DOL) Publication CA-810, Injury Compensation for Federal Employees, and all other applicable laws and regulations regarding Workers' Compensation claims. The Employer will annually notify employees of their associated rights and responsibilities via an employee bulletin. Copies of DOL Publication CA-810, Injury Compensation for Federal Employees, will be made available upon request to employees who suffer traumatic work related injuries or occupational diseases.

ARTICLE 48

FITNESS FOR DUTY EXAMINATIONS AND REASONABLE ACCOMMODATION

Section 1. All fitness for duty examinations will be conducted in accordance with 5 CFR 339 and procedures contained in this article.

a. The Employer may require an individual who occupies a position which has medical standards or physical requirements to undergo a fitness for duty examination whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of a position. These requirements must be clearly supported by the actual duties of the position and documented in the position description.

b. The Employer will provide the employee with a written notice advising him of the requirement for the exam, the time, date and place of the examination, along with the specific functions of the job that can't be performed, and the consequences for failure to cooperate. The scope of the fitness for duty examination shall be limited to those tests which are necessary to determine the ability of the employee to perform the actual duties of the employee's position identified by the supervisor as being in question in the request for the exam.

c. If, as the result of a medical evaluation, the depot physician determines that the employee is no longer able to perform the essential duties of his position due to his inability to meet medical standards or physical requirements, action will be taken in accordance with Section 2 of this Article. Upon request, the employer will provide a copy of the results of the examination to the employee and/or his physician.

Section 2. The Civilian Personnel Advisory Center (CPAC) is assigned full responsibility and authority for the placement of employees found medically unable to perform the actual duties of their position. Placement will be accomplished in the following manner:

(a) The employee will have the opportunity to submit medical documentation from his physician(s). The Employer must take medical documentation provided by the employee's physician(s) into consideration. The employee may recommend to the Employer any reasonable accommodations

that the employee feels will aid him in the performance of his duties. If the Employer disagrees with any medical documentation from the employee's physician, the Employer, at its' own expense, may send the employee to an independent medical examiner in the appropriate specialty. In cases where the Employer's physician disagrees with the employee's physician, this placement procedure will not proceed beyond paragraph 2.e. unless such an independent medical examination has been completed.

(b) Once an employee has been identified as being unable to perform his job because of medical reasons, the employee's position will be reviewed to determine if his current job can be modified with reasonable accommodations to meet the employee's medical limitations. This review will be accomplished by the CPAC and the employee's supervisor.

(c) The Employer must waive a physical requirement or medical standard when there is sufficient evidence that the employee, with or without reasonable accommodations, can perform the essential duties of the position without endangering the health and safety of the individual or others. If the employee's job can be modified with reasonable accommodations, a new or revised position description will be prepared and classified, and the employee will be placed in the job consistent with appropriate regulations and pay setting policies.

(d) If a position modification or reasonable accommodation as outlined in paragraph 2.c. is not possible, the CPAC will review the organizational structure and position descriptions of the employee's directorate to determine if there is a vacant or modified vacant position for which the employee is qualified that is equivalent in terms of pay and status. If such a position is available, the employee will be placed in the position.

(e) If the employee cannot be placed in the same directorate, a depot wide search will be made to determine if there is a vacant position for which the employee is qualified that is equivalent in terms of pay and status, where the employee may be placed. When such a position is available, the employee will be placed in the position.

(f) If a position as outlined in the above paragraphs is not available, the employee may be offered a vacant or modified vacant position, for which he qualifies, at a lower grade with pay retention. The employee's preference will be considered in regards to being placed within or outside his current directorate. In addition, absent undue hardship, the Employer must offer an employee with a disability a modified or part-time schedule as a reasonable accommodation, if such a schedule is the only way that the employee's condition can be accommodated, even if it does not provide such schedules for other employees. If modifying an employee's schedule imposes an undue hardship, the Employer must consider reassignment to a vacant position, for which he qualifies, that would enable the employee to work during the hours requested. An employee who accepts a part time schedule is entitled only to the benefits that other part time employees receive.

(g) If placement in accordance with the above is not possible, or the employee declines such placement, the employee will be referred to the MER Division for action in accordance with Section 5 of this Article.

(h) The CPAC will be responsible for the coordination of this review and placement.

Section 3. All employee requests for reasonable accommodation shall be processed in accordance with 29 CFR 1630, and all other applicable laws, executive orders (such as Executive Order 13164), Government-wide regulations, and the procedures set forth in this article.

(a) A request for reasonable accommodation is a statement that the employee needs an adjustment or a change at work for a reason related to a medical condition. The Employer will provide the employee with all forms required to be completed for record keeping purposes. An employee may initiate a request for reasonable accommodation orally or in writing. Requests for reasonable accommodation may be made to: the employee's supervisor; a supervisor in the employee's immediate chain of command; the EEO Office; or the CPAC. A family member, health professional, or other representative may request a reasonable accommodation on behalf of the individual with the disability. Reasonable accommodation time limits start on the date that

reasonable accommodation has been requested, even if such request is verbal. When appropriate, in conjunction with the CPAC, supervisors are authorized to approve requests for reasonable accommodation.

(b) The Employer is entitled to know that an employee has a covered disability that requires a reasonable accommodation. When an employee decides to request accommodation, the individual or his representative must let the Employer know that he needs an adjustment or change at work for a reason related to a medical condition. When a disability and/or need for accommodation is not obvious, the Employer may require the employee to provide reasonable documentation about the disability and his functional limitations. The Employer may also request supplemental documentation when the information already submitted is insufficient to document the disability and/or the functional limitations it causes. Failure to provide necessary documentation where it has been properly requested could result in a denial of reasonable accommodation.

(c) The Employer may not request medical information where: both the disability and the need for reasonable accommodation are obvious; or the individual has already provided the agency with sufficient information to document the existence of the disability and his functional limitations.

(d) The Employer may request that an individual be examined by its own physician only if the individual has provided insufficient documentation from his/her own health care or other appropriate professional to substantiate the existence of a disability and the need for reasonable accommodation. If, in response to the Employer's initial request, the employee submits insufficient documentation to demonstrate that he has a disability and needs accommodation, the Employer will explain to the employee why the submitted documentation is insufficient; identify the information that is needed; and allow the employee an opportunity to provide the information before requesting a medical examination. In such circumstances, the Employer may ask the employee to sign a limited release and then either submit a list of specific questions to the individual's health care professional or simply have its own physician contact the individual's doctor.

(e) If the employee requesting an accommodation is still unable to provide sufficient information in support of the request, the Employer may request that the employee be examined by a health care professional of the agency's choice at the agency's expense. Any such medical examination must be limited to determining the existence of a disability and/or the functional limitations that require a reasonable accommodation. Where a medical examination is warranted, the Employer must explain to the employee that failure to agree to it could result in a denial of reasonable accommodation.

(f) When the Employer denies an employee's request for a reasonable accommodation, it must notify the employee in writing of the denial and the reasons for it. The denial should be written in plain language with as much specificity as possible, and should identify the employee or office that made the decision. Where a specific requested reasonable accommodation has been denied but a different one offered in its place, the agency's notice should explain both the reasons for the denial of the requested accommodation and the reasons that it believes that the chosen accommodation will be effective. The employee shall be advised that he has a right to file an EEO complaint and the Employer must identify and explain any agency procedures that are available for informal dispute resolution.

Section 4. Time frames for processing requests for and providing reasonable accommodations should be as short as reasonably possible, and absent extenuating circumstances, the job modification and/or placement process will be completed within 90 days from the date of the depot physician's notification that the employee is unable to perform his job, or the employee's request for reasonable accommodation. The employee may waive the 90 day time limit if it is known that reasonable accommodation would be available after 90 days. When a request for reasonable accommodation is simple and straightforward, the Employer should provide the accommodation as soon as possible, absent undue hardship.

Section 5. In the event it is determined that there are no reasonable accommodations or job offer for the employee, the case will be referred to the Management Employee Relations Division for action. MER will advise the employee of his options, and coordinate required actions. In the event reasonable accommodations cannot be made, the Employer will advise the employee of his right to apply for a disability

retirement, assist the employee in filling out the proper documents, and forward all pertinent information to the appropriate office.

Section 6. Based upon the approval of the depot Health Clinic, supervisors may release severely handicapped employees ten (10) minutes prior to the end of their official tour of duty. Upon change in employee circumstances, supervisors may request review of prior approval. The privilege provided under this section will continue during any review or renewal process.

ARTICLE 49

Equal Employment Opportunity Program

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

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

Section 3. Employees will discuss their Equal Employment Opportunity complaints with the Equal Employment Opportunity Counselor consistent with appropriate regulations and procedures. An employee is entitled to a representative of his own choosing throughout the complaint process, except that the representative may not be an Equal Employment Opportunity program official, nor any other official whose representation would conflict with their official or collateral duties. Any employee so designated shall be granted duty time to perform their representational functions in accordance with 29 CFR 1614.605 and, if that employee is a Union Official, the time such a representative uses shall not be counted as official union time as outlined in Article 10 Section 9. The Equal Employment Opportunity Counselor will attempt to informally resolve the matter giving rise to the complaint through

impartial and objective means. The counselor is not a representative of either party to a complaint.

ARTICLE 50

Drug and Alcohol Testing

Section 1. It is the goal of the Depot Drug Testing Program, as derived from EO 12564, to:

- (a) Assist in determining fitness for or retention in a sensitive job.
- (b) Identify users and notify them of the availability of appropriate counseling, referral, rehabilitation services, or other medical treatment.
- (c) Assist in maintaining the internal security of the Depot.
- (d) Assist in fostering a safe working environment for the depot and its employees.

Section 2. (a) An employee who occupies a position designated for drug testing will be subject to random drug testing, in addition to testing when there is reasonable suspicion that he uses illegal drugs, on or off duty.

(b) An employee who occupies a position not designated for drug testing will only be subject to drug testing under the following conditions:

(1). There is a reasonable suspicion of on duty use or on duty impairment.

(2). An employee's actions are reasonably suspected of having caused or contributed to an accident that results in a death or injury requiring immediate hospitalization, or damage to government property estimated in excess of \$10,000.

(3). When it is part of a follow-up to counseling or rehabilitation through an Employee Assistance Program or other program approved by the Employer.

(4). An employee volunteers to be included in random testing.

(c) An employee ordered for drug testing under the conditions in Section 2b(1) or (2) will be provided with written specific reasons for the test.

Section 3. Employees appointed to positions that are subject to drug testing will be notified of the following in writing:

- (a) That the position is subject to testing.
- (b) How employees are selected for the test.
- (c) The consequence of a positive result.
- (d) The consequences of a refusal to cooperate.
- (e) Of their right to submit supplemental medical documentation to support the legitimate use of a specific drug.
- (f) Of the availability of the Employee Assistance Program.
- (g) Of their right to receive a written report on any test given.

Section 4. All samples will be subject to a strict chain of custody. Employees will be afforded confidentiality in all matters relating to drug testing. Information will be released only to those individuals that have a legitimate need to know. Employees have a right to Union representation in all discussions of test results.

Section 5. No employee shall be required to sign any document associated with the drug testing program stating they agree with it. This does not preclude an employee from being required to sign documents such as the DA Form 5019, indicating that drug testing is compulsory and informing the employee of the consequences of refusing to cooperate in the program. Employee's signature on such documents will signify notice and understanding of the terms of the document.

Section 6.

(a) An employee who occupies a position designated for alcohol testing will be subject to random alcohol testing, in addition to the testing specified below.

(b) An employee who occupies a position not designated for alcohol testing will only be subject to such testing under the following conditions:

(1). There is a reasonable suspicion of on duty use or on duty impairment.

(2). An employee's actions are reasonably suspected of having caused or contributed to a serious accident.

(3). When it is part of a follow-up to counseling or rehabilitation through an Employee Assistance Program or other program approved by the Employer.

Section 7. Upon notification of a non-RIF related directed assignment to a TDP, an employee may submit a written request to be considered for an alternative assignment. The Employer will make a one-time search of authorized vacancies for which the employee is qualified. Based upon workload requirements and position availability, the employee may be offered a non-TDP.

Section 8. Employees assigned to a TDP will be subject to random testing no sooner than 45 days subsequent to the signing of the DA Form 5019.

ARTICLE 51

Employee Assistance Program

Section 1. The Employer and the Union recognize that illnesses and disorders occur as a result of the abuse of alcohol and/or other chemical substances. The parties further recognize that these illnesses and disorders are treatable and that it is in the best interest of the Employer and the employee to pursue a program of treatment. It is also recognized that employees may experience other serious issues in their personal or work life that may impact job performance, such as financial issues, deployments, marital issues, serious illnesses, death of loved ones, or some other family issues, which impacts job performance and/or conduct. To this end, the Employer agrees to maintain a voluntary Employee Assistance Program (EAP) and to maintain the confidentiality of all participants.

ARTICLE 52

Child Care

The parties recognize that working parents may have special child care needs during working hours. In an effort to support those needs the Employer will endeavor to continue to provide a Children and Youth Services Program and, as a supplement to that program, a Community Pre-School Program and a Summer Camp Program. These programs are contingent upon employee support and availability.

ARTICLE 53

Fire and Emergency Services

Section 1. Firefighter Safety and Health

(a) All employees tasked with Firefighting, Hazardous Materials Emergency Response, or providing Emergency Medical Services will comply with NFPA 1500 Medical Testing Requirements.

(b) The Employer and Union agree to develop a physical fitness program, within six months of the signing of this provision, which will require participation of all bargaining unit members participating in the Fire & Emergency Services. The intent of the program, unless superseded by regulation/law, is to maintain or improve good activities thereby reducing risks to employees

Section 2. Firefighter Apparatus and Equipment

(a) The Employer agrees that all emergency motorized firefighting equipment shall be maintained in accordance with AR420-1.

1. NFPA 1071 requires that an Emergency Vehicle Technician must be qualified to work on Emergency Response Vehicles.
2. Ensure requisitions for Fire Fighting equipment parts have the appropriate issue priority designator (IPD). This will equal the highest force activity designator (FAD) unit supported by the Fire Department.
3. Perform preventative maintenance checks and services to keep apparatus in reliable working order.
4. Take appropriate action to return to service any firefighting or rescue vehicle that is out of service. Maintain a record of vehicle out-of-commission time based on a 24 hours per day requirement.
5. Conduct vehicle service tests per NFPA 1911.

(b) The Employer agrees to equip new first due and reserve Pumpers and Aerial Ladder Trucks in accordance with NFPA 1901. Reasonable upgrades will be made to existing equipment.

Section 3. Firefighter Tours of Duty

(a) For firefighters whose positions require a substantial amount of standby time, the tour of duty shall consist of a 72 hour work week. Normally, each 24 hour period will consist of eight(8) hours of assigned work and sixteen(16) hours of standby time except for unscheduled work requirements.

(b) It is agreed that each 24 hour shift shall include eating and sleeping time, standby time and actual hours of work. Actual work may include, but not limited to, inspection and first echelon maintenance services on fire apparatus, housekeeping, fighting fires, HAZ/MAT activities (i.e., responses to, evaluation of and appropriate action to alleviate emergency conditions arising from incidents involving hazardous materials), inspection of buildings, structures, storage areas and fire protection facilities, inspecting fire extinguishers, alarm desk watch, preparation of reports and records, emergency rescue standby in connection to aircraft activities, proficiency training, drills, classroom studies, emergency medical services(EMS) and other assigned duties.

(c) The tour of duty is promulgated by the Employer in accordance with current Department of the Army and other regulations. The normal workday shall be established by the Employer for the station as a whole. The Union will be informed regarding changes in the normal workday starting and quitting time.

Section 4. Firefighter Clothing and Equipment

(a) The Employer agrees to furnish, to all Fire Department employees, required and necessary firefighting clothing and equipment, as provided below;

1. Class A and Class B Uniform in accordance with Uniform Policy.

2. Necessary badge(s).
3. One (1) set of coveralls which shall comply with NFPA 1975 for use during Confined Space Rescue Activities.
4. Primary and Secondary set of Structural Fire Fighting Ensembles (to include boots) which will comply with NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. The Employer also agrees that all Structural Fire Fighting Ensembles shall be maintained in accordance with NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.
5. One (1) all season jacket that meets all requirements for Blood Borne Pathogen protection.
6. A serviceable pair of Safety Shoes. Supervisors will verify the need for employees to obtain/replace safety shoes. Authorization for more than one pair every two (2) years for an employee will be justified in writing to the Safety Division.
7. Regular Safety glasses or prescription types, if prescribed by an optometrist/ophthalmologist.
8. Two (2) serviceable station wear ensembles. In accordance with AR420-1, station wear is Personal Protective Equipment and shall comply with NFPA 1975, Station and Work uniforms for Fire & Emergency Services.
9. The required physical training gear, as determined by the Employer, which will remain at the duty station and will be the exclusive uniform while performing physical training.

(b) For new employees, necessary clothing and equipment procurement action shall be initiated within the first thirty (30) days of hire of the employee. For transfer in employees, procurement will be initiated after an evaluation of employee needs.

(c) Replacements of clothing and equipment will be initiated when employee's current supply is worn out or damaged beyond repair. Employees will turn in all worn out and damaged clothing and equipment as required by the Employer after replacement issue.

(d) The Employer agrees to furnish all Fire Department

employees a \$100.00 per year uniform allowance to service and maintain their clothing and equipment.

(e) Provided clothing and equipment is subject to periodic and/or random inspections by the Employer.

Section 6. Firefighter Living Areas.

The Employer recognizes the necessity of providing living spaces for unit employees on duty and maintaining them in a safe and healthy manner. Management will ensure cleaning supplies are available for general day-to-day cleaning tasks.

(a) The Employer and the Union recognize that the living quarters in the fire station represent space allocated as rest, washrooms, and sleeping areas that are for Fire Fighters. The employer further agrees to maintain all applicable living quarters' equipment/appliances and replace or repair faulty or defective equipment/appliances.

(b) The employer agrees to provide areas on the depot for proper gym equipment for physical fitness, conducting meetings, and classroom training.

(c) The Employer agrees to discuss proposed changes or improvements to living spaces with the Union in accordance with Article 8 of this agreement.

ARTICLE 54

Police Officers/Security Guards

Section 1. While all of the Employer's police officers/security guards fall under the provisions of AR 190-56, The Army Civilian Police and Security Guard Program, its local negotiated implementation agreement addresses Union concerns with its local implementation, and will be compliant with all pertinent laws.

Section 2. Because of their unique situation in the bargaining unit, installation police officers and security guards have the following special provisions;

(a) To the extent possible, police officers/security guards will be provided duty time in a location away from on-gate duties to complete any mandatory/necessary computer training.

(b) All police officers/security guards will have access to usable toilet facilities or be provided transportation to such facilities.

(c) When a police officer/security guard requests leave and the leave is approved, it will be management's responsibility to find a replacement.

(d) All police officers/security guards will be entitled to receive all the same communication rights as contained in depot Corporate Philosophy meetings.

(e) All required/mandatory training will be conducted while police officer/security guards are in a paid duty status.

(f) All training will be equally offered for all police officers. Desk sergeants who are trainers will share as equally as possible amongst the various training requirements.

(g) All training will be equally offered for all security guards.

ARTICLE 55

Duration of the Agreement

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

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

expiration date thereafter, of its desire to renegotiate this Agreement.

Section 3. Within 7 days of notification under Section 2, the parties will meet to negotiate official time for the Union to prepare and participate in ground rules negotiations. Within thirty days of satisfactory conclusion of the official time negotiations, the parties will commence ground rules negotiations. Time frames included in this Section may be extended by mutual agreement.

Section 4. The contents of this Agreement may be renegotiated at any time during the life of the Agreement provided there is mutual consent as to the specific article(s) and/or section(s) to be renegotiated. The party requesting such renegotiation will submit a written request indicating the specific article(s) and/or section(s) in which changes are sought. Failure of either party to consent will be issued in writing within seven days of the written request. The responding party, if agreeable to renegotiation will meet with the requesting party, within fourteen days of the request, to negotiate official Union time for ground rules negotiations which will commence within thirty days of the request.

Section 5. At any time in the life of the Agreement, either party may give the other party written notice of its desire to supplement the Agreement covering any matter properly subject to negotiation that has not been previously negotiated. In such cases, the parties will meet within fourteen days of the written notice to negotiate official Union time for ground rules negotiations. Within thirty days of satisfactory conclusion of the official time negotiations, the parties will commence ground rules negotiations.

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

Section 7. This agreement constitutes the full and complete Agreement of the parties, superseding any conflicting provisions of prior labor management agreements. No amendment, supplement, or modification of any of the terms of this Agreement shall be

binding upon the parties unless such agreement is made and executed in writing and the same has been approved by DoD in accordance with Section 1 of this Article.

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