

Agreement Between
International Federation of Professional and Technical Engineers local 1437
The J Richard Hall Local
and

U.S. Army Armament Research, Development and Engineering Center
U.S. Armament Munitions and Chemical Command
U.S. Army Information Systems Command
HQ DA Program Executive Officer for Armaments

Effective Date 30 September 1991

General Schedule, Professional Employees

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GENERAL PROVISIONS

Preamble

Purpose

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PREAMBLE

Pursuant to the policies set forth by the Civil Service Reform Act (CSRA) of 1978 (Public Law 95-454) regarding Federal Labor Management Relations, the following Articles of this basic Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between US. Army Armament Research, Development and Engineering Center (ARDEC) of the Department of the Army at Picatinny Arsenal, New Jersey and including tenant activities in the Definition of the Unit, and/or successor organizations hereinafter referred to as the employer and the International Federation of Professional and Technical Engineers, Local 1437, hereinafter referred to as the union, representing the employees in the unit described in Article 2.

ARTICLE 1

Purpose

Section 1.1. The Congress of the United States has found that experience in both private and public employment indicates that the statutory protection of the rights of employees to organize, bargain collectively, and participate through labor organizations of their own choosing, in decisions which affect them:

- a. Safeguards the public interest,
- b. Contributes to the effective conduct of public business and,
- c. Facilitates and encourages the amicable settlements of disputes between employees and their employer involving conditions of employment.

Section 1.2. In addition, the Congress has also found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of

the operations of the Government. Therefore, labor organizations and collective bargaining in the Federal Government are in the public interest. This agreement is an attempt to accomplish these goals.

ARTICLE 2

Recognition and Unit Designation

Section 2.1. Recognition. The employer recognizes that the union is the exclusive representative of all employees in the unit described in

Section 2.2 below.

Section 2.2. Unit Designation. The unit to which this Agreement is applicable is composed of

INCLUDED: All professional, non-supervisory, general schedule employees (regardless of employer) who are duty stationed at Picatinny Arsenal, New Jersey and who receive personnel servicing support from the Armament Research, Development and Engineering Center Civilian Personnel Office; and all professional, non-supervisory, general schedule Armament Research, Development and Engineering Center employees and tenant activity employees (regardless of geographic location) who receive personnel servicing support from the Armament Research, Development and Engineering Center Personnel Office, including Librarian, GS-1410, and Technical Information Officer, GS-1412, job number 30937.

EXCLUDED Non-Professional employees, temporary employees, AMC interns, employees of the .Defense Property Disposal Activity, non-appropriated fund employees. fire fighters, guards, management .officials, supervisors and employees described in 5 USC 7116(b) (2),(3),(4),(7), and (c), including the General Engineer, position, job description number 30754A-1 and the Electronics Engineer position job description number 30754A.3-1 with the Army Fuze Management Office.

ARTICLE 3

Definitions

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

Section 3.1 Authority. The Federal Labor Relations Authority described in Section 7104(a) of Title VII of the CSRA of 1978.

Section 3.2 Panel. The Federal Service Impasses Panel described in Section 7119(c) of Title VII of the CSRA of 1978.

Section 3.3 Negotiation. Bargaining in good faith by representatives of the employer and the union on appropriate issues, as determined by appropriate laws and regulations and by this Agreement, relating to personnel policies, practices and matters affecting working conditions, with the view of arriving at agreement. The obligation to bargain referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Section 3.4. Conditions of Employment. Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions except that such term does not include policies, practices, and matters:

- a. Relating to political activities prohibited under Subchapter III of Chapter 73, 5 USC;
- b. Relating to the classification of any position; or
- c. To the extent such matters are specifically provided for by Federal statute.

Section 3.5. Amendments. Modifications of the basic Agreement to delete or change portions, sections, or articles of the Agreement.

Section 3.6. Supplements. Modifications of the basic Agreement to add matters not covered by the basic Agreement.

Section 3.7. Male/Female References. All references in this contract to "he" or "she" shall be construed to mean either he or she as the case may be without any differences in application of the provisions.

Section 3.8. Union Official and/or Union Representative. Any accredited national representative of the union, the duly elected or appointed officials of the local union, including stewards.

Section 3.9. Agreement. The basic Agreement, together with any supplementary agreements which may be negotiated and any amendments to the basic Agreement or any supplementary agreements, constitutes the whole Agreement between the parties.

Section 3.10. Agency. The Department of Defense (DoD).

Section 3.11. Primary National Subdivision of the Agency. Department of the Army (DA).

Section 3.12. Impact and Implementation Bargaining. Impact and implementation negotiations are not concerned with the substance of management's decision on subjects listed under 5 USC 7106(a) nor the subjects in 5 USC 7106(b) except at the election of management. Negotiations concerning impact and implementation of the exercise of management's rights under 5 USC 7106 are limited in scope to:

- a. Procedures management officials will observe in exercising their authority under 5 USC 7106.

- b. Appropriate arrangements for employees adversely affected by the exercise of that authority.

Article 4

Controlling Directives

Section 4.1. In the administration of all matters covered by the Agreement officials and employees are governed by existing or future federal laws and Government-wide rules and regulations; and by Department of Defense and Department of the Army rules and regulations existing on or before the effective date of this Agreement unless a finding of no compelling need is made in accordance with 5 USC 7117. This does not waive the right of the union to I&I bargaining.

Section 4.2. If Department of Defense or Department of the Army Rules and regulations applicable to the unit are issued subsequent to the signing of this collective bargaining agreement, which conflict with the terms of this Agreement, the parties agree to meet for the purpose of discussing the implementation of such rule or regulations. This meeting shall be for consultation purposes only with no requirement for negotiations unless mutually agreed to by both parties. If DoD or DA rules and regulations exist at the time of the contract signing which conflict with the provisions of this Agreement and objections are not raised by the head of the agency under the provisions of 5 USC 7114(c) the provisions of the contract shall be binding.

ARTICLE 5

Interpretation of the Contract

Section 5.1. The employer will confer as required with union officials and shop stewards to assure uniform interpretation, understanding and implementation of the Agreement.

Section 5.2. After the Agreement is approved, the union will be given four hours official time per steward/union official for a one time contract training session.

Section 5.3. Every effort will be made to resolve conflicts regarding contract interpretation through informal procedures and at the lowest organizational level. If resolution is not obtained informally, the parties may seek correction through the negotiated grievance procedure or through the filing of an Unfair Labor Practice (ULP) charge.

ARTICLE 6

Effective Date

Section 6.1. Review. In accordance with 5 USC '7114(c), this Agreement between the parties and any subsequent amendments or supplements negotiated thereto will be submitted to higher authority to determine compliance with applicable published laws, regulations or policies. Where violation of laws, regulations or published policies are found, higher echelon will advise the Commander, ARDEC, of the specific violation and furnish the appropriate citation of law, regulation, policy or decision of the central labor authority. The parties will meet and negotiate the required changes to the Agreement.

Section 6.2. Effective Date. This Agreement shall become effective on the date of its approval by the head of the Agency or his delegate or on the thirty-first day after the date of its signing by the parties, whichever comes first.

Section 6.3. Duration/Renewal. This Agreement shall remain in full force and effect for a period of three (3) years from the effective date and may automatically be renewed thereafter for like periods as provided herein. Each new three year period will have a new duration period and a new effective date. Contract provisions will be brought into conformance with applicable published policies and regulations of DA, DoD and appropriate non-DoD authorities and will be subject to post audit review in accordance with 5 USC 7114(c).

Section 6.4. Re negotiations: a. Either party may give written notice to the other, no less than 180 days before the expiration date of this contract, of its intent to re negotiate a new Agreement or any part thereof. The notice shall include the subject article(s) to be changed and specific, written proposals covering the desired changes.

b. Formal re negotiations shall begin within two weeks after receipt of either party's written proposals unless the parties mutually agree to extend the two week period.

Section 6.5. Extensions During Re negotiations:

a. This contract shall be automatically extended for a period not to exceed 60 calendar days by a written request from either party.

b. A request to extend this Agreement or any part thereof for a period of more than 60 calendar days must be made in writing. Extensions for a period of more than 60 calendar days will be made only by mutual agreement of the parties. Any contract provisions extended for a period of more than 90 calendar days must be brought into conformance with applicable published policies and regulations of DA, DoD and appropriate non-DoD authorities and will be subject to Post-audit review in accordance with 5 USC 7114(c).

Section 6.6. Termination. If re negotiations for a new Agreement have begun, but agreement has not been reached within the extended time limits agreed to, the services of FMCS of FSIP will be invoked unless both parties mutually agree not to invoke the services of FMCS or FSIP. If the services of FMCS or FSIP are not invoked, either party may, upon written notification to the other party, terminate all sections of the Agreement.

Section 6.7. Reopener. Within the 30 day period prior to the annual anniversary date of this Agreement either party may provide written notice to the other of its intent to reopen the Agreement. Each party will be limited to a total of 3 issues which may cover changes to existing contract articles and/or issues not covered in the Agreement. The notice will identify the article(s) to be reopened/introduced and will include specific written proposals covering the desired changes. Time frames for negotiations will be determined by mutual agreement.

Section 6.8. Supplements/Amendments. All supplements/amendments to this Agreement shall be implemented in accordance with the provisions of Section 6.1 of this article.

Section 6.9. Execution. Upon completion, the Agreement will be submitted to the appropriate employer/union authorities for signing.

ARTICLE 7

Orientation of New Employees

Section 7.1. All new employees shall be informed in writing by the employer of the fact that they are in an exclusive unit of professional employees represented by the union. The employer will provide the new employees with a list showing the location of the union office and the names and telephone numbers of the union officials and stewards. This list will be in the packet for new employees.

Section 7.2. The union may provide literature covering the union's benefit plans which the employer will make available to employees at New Employee Orientation sessions.

Section 7.3. The union may provide copies of the contract to be made available to employees at Scientist and Engineers New Employee Orientation sessions.

ARTICLE 8

Allotment of Union Dues

Section 8.1. General. The employer and the union hereby agree as to their respective responsibilities and procedures, conditions and requirements for withholding and remitting dues of members in good standing of the union who are employees in the bargaining unit. The employer shall deduct at no cost, regular and periodic union dues from the pay of unit members who authorize, on a voluntary basis, the withholding of union dues from their pay, subject to pertinent regulations.

Section 8.2. Eligibility. Any employee who is a member of the bargaining unit and who is a member in good standing of the union may authorize an allotment of pay for the payment of dues for such membership at any time, provided he/she receives an amount of pay sufficient after other legal deductions to cover the full amount of the allotment. Other legal deductions include but are not limited to retirement or FICA Tax, Federal Income Tax, Health Benefits, Federal Employees Group Life Insurance, indebtedness due to the United States Government, and State Income Tax.

Section 8.3. Authorization:

- a. The union is responsible for informing each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b. The union is responsible for providing the prescribed authorization form SF 1187. The union will complete Section A of SF 1187; the employee will complete the remainder of the form, including his/her signature and social security number,

and the union will deliver the completed form to the Labor Relations Section, Civilian Personnel Office, ARDEC.

c. Authorization for allotments received in the Servicing Payroll Office will be effective beginning with the first pay period following receipt of the allotment authorization by the Servicing Payroll Office, and will continue in effect until the allotment is terminated in accordance with the provisions of Section 8.5 below.

Section 8.4. Dues Allotment:

a. Allotted dues will be withheld from the employee's salary only in an amount equal to the biweekly assessment established by the National Federation of Federal Employees Local 1437. If the amount of regular and periodic dues is changed by the union, the date of change of dues withholding by the Servicing Payroll Office will become effective not earlier than two payroll periods after notification in writing to that office by the president of the union. Normally, such changes will not be made more frequently than once every twelve months.

b. If Local 1437's per capita assessment by the National office is raised more than once in twelve months, the union may also increase the amount of dues to be collected from dues paying members through payroll deduction.

Section 8.5. Termination of Allotment. The Servicing Payroll Office will terminate an allotment when:

a. The union loses the required recognition under any of the conditions specified in Public Law 95-454 or other appropriate regulations, or if this Agreement is terminated or suspended. The termination will be effective at the beginning of the first pay period after loss of recognition.

b. A notice is received from the union President that an employee has been expelled or is no longer a member in good standing. The allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice.

c. An employee requests revocation of his/her Allotment for the Payment of Dues. A member may voluntarily revoke his/her Allotment for the Payment of Dues by completing Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, (SF 1188 is available from either the Labor/Management Employee Relations Section or the union) or by a statement signed by the employee and submitted to the Servicing Payroll Office, directing revocation of the Allotment for Payment of Dues. Such requests must be submitted and timely received by the Servicing Payroll Office no later than, and preferably not more than, 30 days before the employee's common or initial anniversary date. Dues revocations that are timely received will become effective either the first full pay period after the first year membership requirement is met

(initial anniversary date), or the first full pay period following 1 September (common anniversary date) whichever is applicable.

d. An employee leaves the bargaining unit. Employees who are promoted/reassigned out of the bargaining unit should submit an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the Labor Relations Section as soon as possible. All such revocation requests will become effective the next complete pay period after notification is received by the Servicing Payroll Office.

Section 8.6. Remittance of Dues Withheld: a. The employer agrees to have the Servicing Payroll Office prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and mail it to the National Federation of Federal Employees Local 1437. The check will be for the total amount of dues withheld for that period together with a listing of names and amounts withheld. In addition, notations will be made indicating new authorizations, separations, suspensions, revocations, transfers out, leaves without pay, adjustments, etc. The union will be provided a copy of revocations (SF 1188) or signed statements with the above listing during the pay period in which the revocations become effective.

b. The president of the union will immediately notify the Servicing Payroll Office in writing of any change in name or mailing address of the union designee responsible for receiving Voluntary Allotments of Union Dues. Questions/discrepancies regarding the amount of the bi-weekly remittance checks will be presented in writing by the union to the Servicing Payroll Office within thirty (30) calendar days of receipt of the check.

Section 8.7. If, through administrative error, the union receives erroneously withheld dues in good faith and without fraud or misrepresentation, the erroneous payment to the union may qualify for a waiver. Prior to taking action to collect back dues erroneously paid to the union, the Servicing Payroll Office will provide advance written notice to the union explaining the amount due and circumstances of the overpayment, and the reason for it. When the union requests a waiver of payment under 5 U.S.C. 5584, it shall be submitted through the Servicing Payroll Office who will forward it when appropriate, including any additional supplemental information, to US. Army Finance & Accounting Center (USAFAC) for a determination.

ARTICLE 9

Application of Policies

Once a local policy, practice or procedure is established, the application in individual cases is a management responsibility. The employer is not required to seek the views of, or advise the union or its representatives in making individual decisions in applying a policy. Conversely, the union or the employee(s) may seek correction of any claimed misapplication of this article through the negotiated grievance procedure, or by filing an unfair labor practice charge, if applicable.

ARTICLE 10

Validity of the Agreement

In the event that any part of any article of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties shall meet immediately to re-discuss/re-negotiate the affected article(s).

RIGHTS AND OBLIGATIONS

Union Rights and Representation

Employee Rights and Responsibilities

Employer Rights

Stewards and Union Officials

ARTICLE 11

Union Rights and Representation

Section 11.1. Recognition: a. The employer recognizes that the union has the exclusive right to represent all employees in the unit in negotiations, consultations, or meetings with the employer with regard to appropriate matters affecting bargaining unit positions.

b. The union has the right to be informed of any management-initiated policy change which substantially impacts personnel policies or practices, or conditions of employment, and to request negotiations on such changes.

Section 11.2. Negotiations. The union shall have the right to consult and/or negotiate, as appropriate, with the employer, either orally or in writing, and to have its views considered in the formulation, development and implementation of personnel policies and practices and matters affecting conditions of employment, which are within the discretion of the employer and which are not specifically covered by the Agreement. Proposed new changes in personnel policy shall be staffed with the union prior to implementation.

Section 11.3. Representation. The union, as the exclusive representative of employees in the unit, shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices or other general conditions of employment; or

b. Any examination of any employee in the unit by a representative of the agency in connection with an investigation if:

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

(2) The employee requests representation.

Section 11.4. Collective Bargaining (Negotiations). The employer agrees to negotiate in a timely manner with the union regarding any substantial change in or addition to personnel policies, practices and matters affecting conditions of employment.

ARTICLE 12

Employee Rights and Responsibilities

Section 12.1. Basic Rights: a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by law, such right includes the right:

(1) To act for a labor organization in the capacity of a representative and the right, in that capacity to present the views of the labor organization to the head of the agency and other officials of the executive branch of the Government, the Congress, or other appropriate authority, and

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

b. The employer will not require employees to expend personal funds, donate to charity or participate in social activities or meetings during duty hours.

c. No employee shall be required to become or remain a member of the union.

Section 12.2. Right to Representation:

a. An employee in the unit may request Union representation at any examination by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

b. An employee or group of employees in the unit may either elect self representation or be represented by the exclusive representative in filing a grievance under the negotiated grievance procedure.

c. A bargaining unit employee has the right to bring matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or established policies and to choose his/her own personal representative in a grievance or appeal action excluded from the negotiated grievance procedure.

Section 12.3. Non-discrimination. Employees will not be disciplined or removed solely on the basis of marital status, political affiliation or sexual preference. This does not preclude the employer from taking adverse action for other causes which include security risks.

Section 12.4. Responsibilities. An employee is accountable only for the performance of official duties and compliance with applicable laws and regulations including the Standards of Conduct for Federal Employees.

Section 12.5. An employee who is uncertain of job connected behavior or conduct expected of him/her, or who has questions concerning work rules, should contact his/her supervisor for advice.

Section 12.6. The employer will assure that each employee is aware of proper security procedures and actions. Security awareness is a personal responsibility for each employee. Security violations will be subject to disciplinary measures which will reflect the seriousness of the violation.

Section 12.7. Employees have the responsibility to cooperate with the employer's effort's to investigate wrongdoing and to bring forth to appropriate authorities information they may have of possible wrongdoing or misconduct within the

agency. It is agreed that no employee shall be in any way coerced, threatened or disciplined for such actions.

ARTICLE 13

Employer Rights

Section 13.1. The employer retains the right in accordance with applicable laws and regulations to carry out the following:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and
- b. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- d. With respect to filling positions, to make selections for appointments from
 - (1) Among properly ranked and certified candidates for promotions; or
 - (2) Any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies.
- f. At the election of the agency, to determine the numbers, types, and grades of employees or positions assigned to any organizational element, work project or tour of duty, or the technology, methods and means of performing work.

Section 13.2. Nothing in this section shall preclude the employer and the union from negotiating:

- a. Procedures which management officials will observe in the exercise of any authority under this section.
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 14

Stewards and Union Officials

Section 14.1. Designation:

- a. The employer agrees to recognize union officers and stewards who have been properly designated by the union.
- b. The union shall submit to the Labor/Management-Employee Relations Section annually in August a written list of union representatives and their titles. Any bargaining unit employee so designated shall be recognized as a union representative. Written updates to the list shall be provided as soon as possible after any changes in designation are made.

Section 14.2. Visitors:

- a. The employer will recognize representatives of the IFPTE national office who have been so designated by the union.
- b. Officers and duly designated representatives of the union or its national Office, who are not employees of ARDEC, may visit the installation subject to the following procedures:
 - (1) The union will provide the Labor/Management-Employee Relations Section, as soon as possible, the visitor's name, area(s) to be visited if known in advance, and the approximate times of arrival and departure.
 - (2) Subject to security regulations, appropriate passes will be made available at Visitor Control for use by authorized non-employee union representatives to visit the bargaining unit to carry out their responsibilities under the terms of this Agreement.
- c. Visitors are subject to DA and ARDEC security procedures and regulations.

Section 14.3. Representation. Under Federal law the union must represent its bargaining unit members. Union representatives will be allowed duty time as set forth below for representational duties such as discussions with supervisors and management officials about application of personnel practices, policies, and other matters affecting working conditions of employees. Union representatives may investigate, prepare, and present employees complaints, grievances, or appeals during duty hours. Official time may not be used to prepare cases under the Agency grievance procedure.

Section 14.4. Internal Union Affairs. Activities relating to the internal business of a labor organization, including the solicitation of membership, elections of labor

organization officials, and collection of dues shall be performed during nonduty hours.

Section 14.5. Protection. The employer agrees that there will be no restraint, coercion, or discrimination against any union officials because of the performance of duties in consonance with this Agreement and laws pertaining to employee rights and labor management relations.

Section 14.6. Access to Information A union representative may request the employer to provide information (IAW Section 7114) which is necessary and has a bearing on the performance of the union's representational duties. All requests for information will be made through the Labor/Management-Employee Relations Section.

Section 14.7. Responsibilities. Union officers, officials, and stewards have the responsibility to:

- a. Consult and negotiate for the employees in the unit with the representatives of the employer in matters authorized in this Agreement.
- b. Encourage all employees in the unit to make a diligent and serious attempt to resolve issues at the lowest possible level.
- c. Ascertain that dissatisfactions are properly supported by material which is appropriate and accurate before submitting a formal grievance and to obtain appropriate supporting evidence or material for complaints received by investigation of worksites, documents, and other material and by contacting supervisors, and employees, as necessary.
- d. Represent the interests of all employees in the unit without regard to union membership in accordance with 5 USC, Chapter 71.
- e. To ensure that all union officials and stewards are aware of the rights and obligations of both parties and the contents of the Agreement.

GRIEVANCE/ARBITRATION PROCEDURE

Negotiated Grievance Procedure Arbitration

Exclusions from the Grievance Procedure

ARTICLE 15

Negotiated Grievance Procedure

Section 15.1. Purpose. The purpose of this article is to provide a method for the prompt and equitable settlement of grievances. This negotiated grievance procedure shall be the procedure available to the union, the employer, and the employees of the bargaining unit for resolving grievances that fall exclusively within its coverage. This does not prohibit an employee from filing an appeal under the appropriate statutory procedure (e.g., MSPB, EEO) or the negotiated grievance procedure but not both. The employee will be considered to have exercised the option at such time as she/he timely files a written notice of appeal under the applicable statutory procedure, or timely files a grievance, in writing at the second step of the negotiated grievance procedure under the provisions of this article, whichever event occurs first.

Section 15.2. Scope. The negotiated grievance procedure applies to bargaining unit positions and shall include any matter not excluded under Article 17 and other provisions of this Agreement concerning the employment of any bargaining unit member, the application or interpretation of this Agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment, provided the settlement of such matter is within the exclusive control and authority of the employer.

Section 15.3. Requirements. The general requirements of this procedure are:

- a. the parties agree that the question of grievability should be raised as early as possible in the grievance procedure. If agreement cannot be reached, the grievance issues, including grievability, will be addressed at each successive step. Any dispute as to grievability which still remains at arbitration will be referred to the arbitrator as a threshold question and a decision on that issue shall be given before arguments are presented on the merits. If the question of grievability is first raised at the arbitration hearing the party raising the issue will pay that portion of the arbitration costs.
- b. See Article 3 for terms and definitions.
- c. Every effort will be made by the employer, union and aggrieved party to settle grievances at the lowest possible level.
- d. The filing of an occasional grievance shall not be construed as reflecting unfavorably on an employee's, supervisor's, or manager's good standing, performance, loyalty or desirability to the organization.
- e. Reasonable time during their working hours will be allowed for employees and union representatives to evaluate, prepare for, and present grievances under this procedure, including attendance at meetings with supervisors and management officials, subject to any other time limitations set forth herein.

f. An employee or group of employees in the unit may be represented only by the union if filing a grievance under this negotiated procedure.

g. An employee or group of employees in the unit wishing to present a grievance subject to, and under, this negotiated procedure without representation by the union may do so provided the union is given an opportunity to be present at and receive copies of the grievance documentation at the second and third steps. Any adjustments of the grievance must be consistent with the terms of this Agreement.

h. All time limits in this article may be extended in writing by the mutual consent of the parties. Failure of the employer to answer grievances within the time limits specified herein will permit the grievance to be referred to the next succeeding step of the procedure as though the time limits had been complied with. A grievance shall be considered settled on the basis of the last decision rendered if neither the grievant nor the union advances within the time limits for each step. Failure of the employer to answer the grievant within the time limits at Step 3 will allow the union to invoke arbitration.

i. If a grievance arises out of a policy decision that affects more than one member of the union, the parties will consult to determine whether it can only be resolved by the Office of the Commander. If it is mutually determined that this is the case, the matter may be taken up initially with the Office of the Commander at the 3rd step. A courtesy copy of the grievance will be simultaneously mailed to the Chief, Labor/ Management-Employee Relations. The decision of the Office of the Commander will be furnished within thirty 30 days.

j. Upon receipt of written authorization from an aggrieved employee, the employer will furnish the employee and/or union representative pertinent information from the employee's official personnel records which has a direct bearing on the grievance in accordance with applicable laws and regulations, including the Privacy Act requirements. In addition the employee/union representative will be provided full access to, or copies of, all pertinent personnel regulations and official directives which do not constitute guidance, advice, counsel or training provided for management officials or supervisors. Requests for information related to a grievance should normally be submitted to the Labor/ Management/Employee Relations Section under this contract provision.

k. If an employee is represented by the union in a grievance, a meeting with the employee and management official(s) on any issue of the grievance will not be held without giving the union an opportunity to be present.

Section 15.4. Procedures. Any grievance submitted for resolution under this procedure will be processed in the following manner:

Step 1. The complaint shall first be taken up orally by the concerned employee and/or steward with the appropriate supervisor in an attempt to settle the matter. A complaint becomes a grievance when the problem is stated in writing by the concerned employee and/or steward and given to the appropriate supervisor. Grievances must be presented within sixty (60) calendar days from the date the employee and/or union become aware of the grievance. The supervisor has 5 working days to answer the grievance in writing. In cases where back pay is determined to be appropriate, it may be authorized for periods not to exceed two years.

Step 2. If the matter is not satisfactorily settled following the initial discussion, the steward or employee may, within 5 working days after the 1st step decision, submit the matter in writing on a standard grievance form to the second level. The grievance should clearly identify:

(a) Employee(s) involved

(b) Nature of dissatisfaction

(c) Remedy sought.

The second level official will meet with the steward and/or any aggrieved employee(s) within 5 working days after receipt of the grievance. The second level official shall give the steward or employee the written answer within 5 working days after the meeting. If it appears that only the Office of the Commander has the authority to make the decision on the grievance, this step may be omitted by mutual agreement. If a decision is made to respond to the grievance at the third step, the Office of the Commander shall have an additional thirty (30) workdays to make the reply.

Step 3. If the grievance is not settled at the second level, the union representative, or employee may, within 15 working days after the 2nd step decision, submit the grievance to the Office of the Commander. A courtesy copy will be simultaneously mailed to the Labor/Management-Employee Relations Section. The grievant and/or the union representative will have an opportunity to present the grievance at this step. The Office of the Commander will give the union representative and/or employee a written decision letter within thirty (30) working days after receipt of the grievance, the decision letter to contain the basis for the decision. Before making a decision counter to the recommendation of the management official who investigated the grievance at the 3rd step, the person in the Office of the Commander who will make the decision will meet with the grievant and/or union, hear the grievance, and issue the decision within 20 working days.

Step 4. If the grievance is not satisfactorily settled at the 3rd level, only the union or the employer may refer the matter to arbitration.

ARTICLE 16

Arbitration

Section 16.1. Purpose. The purpose of the article is to provide for a mutually acceptable method of prompt and equitable settlement of grievances. the procedure shall be the exclusive procedure for the parties to resolve these matters.

Section 16.2. Scope. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory to one of the parties, the union or the employer may refer the issue(s) to arbitration in accordance with the procedures and requirements of this article.

Section 16.3. Requirements. The requirements to be followed in applying the procedures of this article are as follows:

- a. Time Limits: The time limits listed in this article are working days. The time limits may be extended by mutual consent.
- b. Authority of the Arbitrator: The arbitrator's decision(s) shall be in writing and shall be final and binding. The arbitrator shall have the authority to interpret and define this agreement as necessary to render a decision. He or she shall have no authority to add to or modify any terms of this agreement or published agency policy or regulation.
- c. Sources of Arbitrators: Normally the arbitrator will be picked from a list supplied by the Federal Mediation and Conciliation Service, but the parties may agree to select an arbitrator from the American Arbitration Association, or any other appropriate source.
- d. Arbitrator's Fees: The arbitrator's fee is considered to include any travel expenses or services required by and billed to the parties by the arbitrator. (1) The arbitrator's fees and expenses shall be borne equally by the employer and the union.

(2) Further, the employer and the union shall equally share in the expense of any mutually agreed upon services incurred with an arbitration.
- e. Arbitration Location: Normally all arbitration's will be held at the Picatinny Arsenal, NJ site during regular work hours, but occasions may arise where it would be mutually beneficial to hold the arbitration at an alternate site, e.g., if a grievance involves several people in the bargaining unit at White Sands Missile Range, it might well be considered more appropriate to hold the arbitration at WSMR.

f. Official Time: (1) All government employee participants in the hearing who are stationed at the Dover facility shall be on official time if they would otherwise be in a duty status.

(2) Each party may have two representatives on official time at the arbitration hearing, a presenter and an assistant. By mutual agreement, either side may have an additional representative(s). Official time for this purpose shall be drawn from the official time bank as agreed to in Article 23.

Section 16.4. Procedures. The following procedures will be used during the conduct of the arbitration process under this article:

a. Invoking Arbitration. Arbitration is invoked by one party notifying the other party by letter that the Step 3 grievance decision is unacceptable and arbitration is invoked. This letter is to be sent to the other party within 20 days of the Step 3 decision and should contain:

(1) The grievant's name and organizational location.

(2) A statement of the grievance issues.

(3) A statement of the remedial action requested.

(4) Copies of pertinent prior documents concerning the grievance, which have not been exchanged previously.

(5) A completed Federal Mediation and Conciliation Service (FMCS) Form R-43, "Request for Arbitration Panel."

b. Selecting the Arbitrator: The following steps will be used in selecting the arbitrator: (1) Within ten days of receipt of the letter invoking arbitration, the parties shall request FMCS to submit a list of impartial persons qualified to act as arbitrators, unless other arrangements for selection of an arbitrator have been made.

(2) After receiving the list of arbitrators from the FMCS, the parties will meet as soon as is practical and attempt to select an arbitrator. If the parties cannot agree on an arbitrator, the employer will strike the first name from the list and the Union will strike one name. The process shall be repeated until the one remaining name shall be the selected arbitrator.

(3) The FMCS will then be notified by the Labor/ Management-Employee Relations Section of the name of the selected arbitrator.

c. Types of Arbitration Procedure: Unless the parties mutually agree to a stipulation of facts, an arbitrator inquiry, or an instant arbitration, a hearing shall be held.

(1) A "Stipulation of Facts" to the arbitrator can be used when both parties agree to the facts of the issues and a hearing would serve no purpose. In this case, all facts, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

(2) An arbitrator "Inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he/she deems necessary (e.g., inspect work site, take statements, etc.).

(3) An arbitration "Hearing" should be used when a formal hearing is necessary to develop and establish facts relevant to the issues.

(4) An "Instant Arbitration" can be used whereby the parties will forward an agreed to grievance file to the arbitrator, the arbitrator will hold a hearing for the purpose of presenting witnesses and oral arguments, and the arbitrator will issue the decision at the close of the hearing.

d. Arbitrator's Decision: The arbitrator will be requested to render his/her decision as soon as practical. It is expected that the arbitrator's decision will be received by the parties within 30 calendar days of when the arbitrator receives the last evidence or documents. The arbitrator's decision will be implemented promptly upon receipt by the parties, except as provided under Section 5 below.

Section 16.5. Action or Remedy. The arbitrator's award will be accepted and complied with by the parties unless appealed within thirty calendar days in accordance with the procedures of the Federal Labor Relations Authority under 5 USC 7122.

ARTICLE 17

Exclusions from the Grievance Procedure

The following matters are excluded from coverage under the negotiated grievance procedure:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 USC (Relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance (See FPM Series 800)
- c. A suspension or removal under Section 7532 of Title 5 USC (Relating to national security)

- d. Any examination, certification, or appointment (See FPM Series 300)
- e. The classification of any position which does not result in the reduction in grade or pay of an employee (See FPM 500)
- f. An action terminating a temporary promotion
- g. Performance Awards (Quality Increases, Sustained Superior Performance, and other honorary) are supervisor initiated and awarded at management discretion, based upon applicable criteria provided in regulation. Failure to receive such an award is not a basis for a grievance or complaint. Management actions in connection with suggestions are subject to grievance procedures only when a violation of the applicable provisions of the pertinent regulations has occurred.
- h. Grievance filed after resignation or other separation action unless former employee files a timely grievance.
- i. Separation during the probationary period or separation of a temporary employee.
- j. Decision of the Technical Director's Office covering reassignments (Sect. 30.12b).
- k. Performance counseling sessions (Section 33.4b(4)(b)).
- 1. Reports filed under OSHA Rules and Regulations (Section 18.5b(3)).

MISCELLANEOUS PROVISIONS

Safety and Health

Injury Compensation

Professional Qualifications and Training Alcohol and Drug Abuse Prevention and Control Program

Industrial Disputes

Official Time

Job Descriptions

Equal Employment Opportunity (EEO) Hours of Duty

Overtime

Hazardous Duty Compensation Leave

Merit Placement Plan

Employee Recognition Programs Reduction in Force

Performance Management System (PMS) Traffic and Parking

Facilities and Services

Disciplinary and Adverse Actions Temporary Duty Travel

Unfair Labor Practice Charges Contracting Out Work

Mobilization Exercises

Day Care

Contract Preparation and Printing

ARTICLE 18

Safety and Health

Section 18.1. General. The employer shall provide an Occupational Safety and Health Program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, Chapter XVII, Title 29, Department of Labor (DOL) Rules and Regulations, and applicable DoD regulations. Union officials involved in activities or representation pursuant to this article shall be considered to be on official duty.

Section 18.2. Boards of Inquiry. The union shall be entitled to one representative on a Board of Inquiry investigating an accident involving a bargaining unit employee. The union will submit a standing list of nominees to the Safety Office for consideration as appointees to the Board. The nominees shall be qualified by reason of their practical experience with related work environments.

Section 18.3. Safety Committees:

a. The union may designate one representative and one alternate to serve on the Installation Safety and Occupational Health Advisory Committee.

b. The union may designate one representative on each directorate/office committee where there are bargaining unit members.

Section 18.4. Safety Inspections:

a. In accordance with 29 Code of Federal Regulations (CFR) 1960, Subpart D, 1960.27, an employee representative will be given an opportunity to accompany safety inspectors on safety inspections where bargaining unit employees work. It is the responsibility of the employee representative to arrive at the inspection site no later than the scheduled time of inspection.

b. The following procedures shall be observed for notifying the union concerning inspection site locations; but it is understood that unanticipated mission requirements of a higher priority may require cancellation of a scheduled inspection. When it is necessary to cancel an inspection for which IFPTE has made a request to accompany the inspector, the union will be notified by the Safety Office of the cancellation as soon as possible. Likewise, if a IFPTE representative is unable to attend an inspection for which the union has previously requested to accompany the inspector, the union representative will notify the Safety Office as soon as possible. (1) Daily Inspections. The union should telephone the Safety Office each workday to ascertain which areas are scheduled for inspection the next day and to learn the scheduled inspection time.

(2) Unannounced Inspections. When possible, location sites for these inspections will be provided to the exclusive representative at the same time as the daily inspection sites are provided.

(3) Location sites for unannounced local inspections will be treated in a confidential manner by the employee representative.

Section 18.5. Policies: a. Employer:

(1) The employer agrees to consult/negotiate as appropriate, with the union concerning proposed changes to safety and health policies which have a substantial impact on bargaining unit employees.

(2) The employer shall require employees to practice safe working habits and to follow safe practices, rules and safety regulations in order to ensure maximum protection for themselves and their fellow workers.

(3) The employer shall investigate all reports of unsafe or unhealthy conditions as soon as possible.

(4) The employer agrees that an employee shall be free from restraint, interference, coercion or discrimination for making a report of what the employee reasonably believes to be an unsafe practice or condition.

(5) In accordance with applicable regulations, the employer will provide and maintain equipment and safety devices for employees engaged in activities requiring same.

(6) In accordance with applicable regulations, the employer will provide protective clothing. Cleaning and repair of issued clothing, if feasible, shall be provided in accordance with applicable regulations.

(7) The employer shall have the responsibility for informing employees of the hazard or toxicity of all materials and chemicals that they are working with. Employees shall be informed on a "need to know" basis prior to the work being performed.

(8) Indoor Temperatures. The employer agrees to comply with the Commander's Hot Weather and Inclement Weather Policies.

(a) An employee and/or union representative may request the appropriate management official to authorize a Temperature Humidity Index (THI) reading for conditions of extreme heat or a temperature reading for conditions of extreme cold. Reasonable requests will be complied with.

(b) Only union representatives who have personally verified the extreme heat or extreme cold conditions or employees in the affected area may make the request.

(c) On-the-spot THI or temperature readings will be made as soon as possible, within one hour, after they are authorized. Employees or union representatives who have made requests for the readings will be advised of the results.

(d) When possible employees will be relocated from areas where the THI is 83 or above or from areas where the temperature in the heating season is 60 degrees F. or below. Only employees in affected areas will be moved.

(e) When it is not possible to move employees, a recommendation will be made to the appropriate official to grant administrative leave to affected employees.

(f) Administrative leave will not be granted where abnormal temperatures hot or cold) involve only minor discomforts to employees. Administrative leave will be authorized where THI's or temperatures are so extreme that they prevent employees from working. This does not preclude the approval of sick and annual leave for employees as provided for in the Hot Weather and Inclement Weather Policies.

(9) The employer agrees to ensure adequate lighting/ ventilation in work areas where there are bargaining unit employees. The employer will, upon request, test for adequate ventilation. Adequate ventilation shall be provided so as to reduce harmful concentrations of chemicals and chemical irritants.

(10) The employer will provide restrooms.

(11) The employer will develop procedures to ensure safe evacuation of handicapped employees. These procedures will be tested periodically.

b. Union:

(1) The exclusive representative agrees to support the employer's health and safety objectives by encouraging bargaining unit employees to work in a safe manner.

(2) Employee representatives, in the course of performing their normally assigned duties are encouraged to observe their immediate work areas and to report to the immediate supervisor unsafe practices, equipment and conditions which may represent health or safety hazards. The employer will take steps to correct such deficiencies when they are reported.

(3) In addition to the procedure in Section (2) above, employee representatives who reasonably believe that unsafe or unhealthful conditions exist in a bargaining unit work place may report, orally or in writing, to the appropriate authorities and may request an inspection in accordance with OSHA Rules and Regulations. Inspections will be made as soon as possible after the request is made. A report filed under these Rules and Regulations is not a grievance.

c. Employees:

(1) As a condition of employment, employees are responsible for helping to ensure their own safety and well being, as well as the safety and well being of their fellow workers, and for protecting government materials, equipment and facilities, by adhering to all safety and health policies, instructions, rules and regulations. Failure to do so may result in disciplinary action.

(2) Employees should first report any observed unsafe or unhealthful conditions to their immediate supervisor.

(3) When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health or safety, he or she should report the circumstances to the immediate supervisor. If any doubt regarding safety continues to exist, the employee may notify the appropriate authorities to request a ruling. The employee may also request union representation.

(4) An employee may decline to perform an assigned task if she/he reasonably believes that under the circumstances the task poses an imminent risk of death or serious bodily harm and there is reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Refusal to work may be reviewed and could lead to disciplinary action. Disciplinary action is subject to the negotiated grievance procedure.

Section 18.6. On-the-Job Injury or Illness:

- a. Employees should report to their supervisors immediately all injuries or illnesses which occur on the job, no matter how slight.
- b. The employer will, as soon as possible, explain the injured employee's rights and options under the Federal Employee's Compensation Act (FECA). Upon the written request of the employee, a union representative may be present.
- c. The employer shall assist the employee in filling out the forms, and will process, and promptly forward the proper forms when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.
- d. Employees who are unable to perform their regularly assigned duties because of illness or injury will be accorded their rights under ARDCR 690-31 (Injury Compensation Program) and ARDECR 690-34 (Light Duty Program).
- e. As soon as practicable after official notification to the nearest of kin, the employer shall notify the union of serious occupational illness, injury or death of bargaining unit employees so that the union may extend union benefits to which the employee and/or the employee's family may be entitled.
- f. In consonance with OSHA requirements, on-the-job accident and occupational illness records shall be maintained and reported. A copy of the OSHA 200 report shall be provided to the union annually.

Section 18.7. Occupational Health Services and Preventive Medicine Services.

The program will provide the following services at no expense to employees: a. Immunization. Appropriate immunizations shall be given to employees potentially exposed to infectious diseases because of work assignments, or as required for foreign TDY.

b. Physical Examination: A medical examination is provided for employees whenever medical evaluation is necessary for work assignments. Periodic examination will be given to employees whose duties involve exposure to occupational hazards.

c. A hearing conservation program for all individuals employed in noise hazardous jobs. A vision conservation program for individuals employed in eye hazardous areas or jobs with eye hazardous exposure.

d. Appropriate health information shall be provided through articles and pamphlets periodically distributed to employees.

e. Initial medical treatment and facilities for employees who are injured or become ill on the job.

f. Respirator and fit program.

g. Ambulance service shall be available should circumstances warrant. Ambulance service shall be equipped and staffed in accordance with applicable regulations.

Section 18.8. Occupational Health and Safety Training:

a. Although employees are basically qualified to perform their duties, the employer recognizes the need for specific training and update training regarding occupational health and safety to ensure employee safety and a minimum loss of staff hours due to injuries. The employer will establish training programs to ensure that employees are informed of safe working habits and practices appropriate to their jobs. The employer shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to employees.

b. Within available resources, the employer will provide first aid and CPR training to employees on an as needed basis.

Section 18.9. Smoking Policy:

a. Thoroughfares and common areas will not be designated as smoking areas unless the employer has determined that second hand smoke from tobacco usage can be sufficiently isolated to protect nonsmokers from its effects.

b. Designated smoking areas will have direct exhaust systems to the outside air, or an openable window, if possible.

c. The fact that an employee smokes/does not smoke will not be reflected in the performance appraisal.

ARTICLE 19

Injury Compensation

Employees injured in the performance of their duties will be furnished full available information and provided assistance in filling out forms for the Federal Employees Injury compensation regulations.

ARTICLE 20

Professional Qualifications and Training

Section 20.1. Qualifications. Bargaining unit assignments and promotions will be in accordance with the Merit Placement and Promotion article and applicable regulations.

Section 20.2. Development:

a. The employer and the union agree to actively promote training and developmental opportunities based on the best interests of the Department of the Army and the employee. The employer further agrees to consider granting duty time, annual leave, or leave without pay, as appropriate, (to employees) for the purpose of taking developmental education courses.

b. Membership and active participation in the function of job related professional societies, bar associations, CPA societies and medical societies will be encouraged. Subject to workload requirements, an employee may be granted approval to attend and participate in job related professional meetings/ conferences or seminars. Authorization of required fees and necessary travel and per diem shall be consistent with travel fund availability and governed by applicable JTR's and other regulations.

c. Professional employees are encouraged to keep abreast of developments in their respective fields by reading the latest job related technical journals, monographs, texts, etc.; employees will be permitted to read such materials at the library or at their desks on official time, consistent with the requirements of the job.

Section 20.3. Training:

a. The employer agrees that suitable formal or on-the-job training should be considered when:

(1) a new duty is added to the employee's job description or the employee is assigned to new duties and,

(2) the employee has had no previous experience in the added duties.

b. It is agreed between the employer and the union that an annual training needs survey will be conducted by the employer to determine individual training requirements to:

(1) meet the needs of the position,

(2) keep abreast of technological advancement and the state of the art,

(3) develop employee potential,

(4) improve performance.

c. The employer should consider the use of at grade rotational assignments or cross series training for the development of employees to meet projected manpower needs.

d. An employee may request a rotational assignment from his career advisor. This request should not be considered to reflect unfavorably on either the employee or his supervision.

Section 20.4. Retraining: a. When it is known in advance that pending changes in functions, organization and mission will adversely affect bargaining unit employees, the employer shall plan for the retraining of career employees, whenever possible.

b. This will include retraining for employees who are downgraded or displaced through reduction-in-force (RIF) for position categories for which there is a known staffing requirement.

c. Retraining may be conducted during duty and nonduty hours, through the use of on-the-job training or on-post and offpost training given by government and non government sources. All retraining will be scheduled so that it is most cost effective and of mutual benefit to the Department of the Army and the employee.

Section 20.5 Training Committee. Prior to a meeting of the ARDEC Installation Training Committee, the union will be given a copy of the meeting's agenda and an opportunity to provide written input. The employer will provide the union with a written summary of the meeting, including the disposition of the union's recommendations.

Section 20.6. Records. The employer agrees to record training accomplishments of 8 hours or more in the employee's Official Personnel Folder (OPF). This does not relieve an employee of the individual responsibility to update his/her own OPF so that it is current and reflects the employee's total training and education

experience. The union agrees to encourage bargaining unit employees to review their personnel folders to insure that training records are accurate and to understand how the records are used. The employee may review his/her personnel record by telephoning Technical Services Section, Civilian Personnel Office (CPO) to make an appointment for that purpose.

Section 20.7. Expenses. Consistent with the availability of funds and in accordance with appropriate regulations, the employer agrees to extend every reasonable consideration to the payment/reimbursement of expenses incurred by the employee in attendance at work related courses or career development on his/her own time. An employee desiring to enroll in a non government facility shall normally submit a request, via the supervisor, using approved forms. Forms must be submitted and approved prior to the employee taking the training. Partial or full reimbursement/payment, if approved, will be in accordance with existing policies and regulations.

Section 20.8. Mandatory Training for Interns. Reasons from the employer for disapproving an intern's requested enrollment in a course required by a specific career program will be provided to the employee, if requested.

Section 20.9. Use of Equipment. In accordance with the Standards of Conduct, the employer agrees to permit the use of academic aids, when available, for employees enrolled in approved training courses.

Section 20.10. Nominations and selections of employees to participate in training shall be made without discrimination.

ARTICLE 21

Alcohol and Drug Abuse Prevention and Control Program

Section 21.1. The employer and the union recognize that alcohol and drug abuse are handicapping conditions. The employer's Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) offers reasonable accommodation to bargaining unit employees whose job performance is adversely affected by these handicaps.

Section 21.2. The Army Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) is administered in accordance with AR 600-85 and other applicable regulations.

Section 21.3. The employer will provide counseling for employees who voluntarily enroll in the ADAPCP.

ARTICLE 22

Industrial Disputes

Employees are responsible to make every effort to report to work during labor strikes or lockouts between Picatinny Arsenal contractors and their employees. Should a labor dispute be announced in advance, the employer will make every reasonable effort to assure safe access for unit employees to reach their work area. In the event the labor dispute is effected without notice, and the employee is unable to enter the activity after having produced proper identification and reason for entry, the employee must leave the area of dispute and promptly report the facts to the duty officer. The duty status of the employee will be determined on a case by case basis.

ARTICLE 23

Official Time

Section 23.1. Representational Duties:

a: (1) The employer agrees to grant a block of up to 3,000 hours of official time per fiscal year to be used by union officials/stewards for the performance of their authorized representational duties.

b. With the exception of the union president and one other union official, union officials/stewards will be permitted to use up to thirty percent of available work time, as necessary, for performance of these duties. The union president and one other union official designated in writing by the union president, may use up to fifty percent of available work time, as necessary, for performance of their authorized representational duties.

c. If situations such as reduction-in-force make unusual demands on the amount of time allotted for representational duties, at the union's request the parties will meet to discuss/negotiate additional time requirements for the performance of that representational function.

Section 23.2. Negotiations. Official time shall be granted for up to five (5) union representatives for negotiations. However, official time for the number of union representatives which exceeds the number of employer representatives shall be charged against the official time bank in Section 14.1a above.

Section 23.3. Union Sponsored Training, Excused Absence:

a. The employer agrees to grant a block of excused absence of up to 300 hours, during the term of the Agreement, for the purpose of attending union sponsored training courses. To qualify for excused leave it must be determined that such

training is of mutual concern to the employer and the union and that the union official/steward's attendance at the training will serve the employer's interest. Requests for excused absence for union sponsored training must be received in the Labor Relations Section at least fifteen working days in advance of the training session and be accompanied by sufficient documentation to permit an evaluation of the training course with the above criteria. See Article 5, Section 2 covering official time allowance for contract training.

b. A grant of excused absence for union sponsored training will not include per diem, travel expenses or training expenses.

c. Requests for excused absence will be granted based on consideration of mission and workload requirements.

Section 23.4. Requesting and Using Official Time:

a. The following procedures will be used by designated union representatives for requesting and using official time. Union representatives will report to the supervisor in person or by phone at the beginning of the tour of duty, to advise the supervisor that the representative has arrived at the duty station and will be on official union business.

b. Prior to leaving the worksite the representative will notify the supervisor that the employee has an official union duty to perform. The representative will provide the time of departure from the worksite, estimated time of return and the telephone number or location where the employee may be reached.

c. Permission to leave will be granted unless the representative's absence would substantially interfere with the accomplishment of the mission requirements, in which case the representative will be provided the reasons for denial and will be released within 24 hours if possible.

d. Representatives who use official time on a daily, recurring basis will work out a mutually acceptable schedule with their supervisors.

e. Representatives will notify an appropriate authority as designated by the supervisor when they return to the worksite.

f. Before visiting another worksite the representative will ensure that the employee to be visited is available.

Section 23.5. Recording Official Time. All time spent on representational activities will be reported by union officials/stewards using the employer's time keeping system. This procedure may be modified during the life of the contract by mutual agreement.

ARTICLE 24

Job Descriptions

Section 24.1. Intent. Each bargaining unit employee is entitled to an accurate job description which shall be reviewed annually by the employer. Assignment of duties to employees shall not be limited by the contents of their job descriptions. However, the phrase "performs other duties as assigned" shall normally be interpreted to mean duties of an incidental nature which are reasonably related to the employee's position. If it becomes necessary to assign such duties on a regular and recurring basis, the employee's job description should be changed. The employer agrees to consider safety and health factors when assigning work to employees.

Section 24.2. Review of Job Descriptions. Employees who believe their job descriptions do not conform to the actual duties required to be performed may request review and correction through supervisory channels.

Section 24.3. Desk Audits: a. An employee may request a desk audit through supervisory channels:

(1) in connection with an oral classification complaint or a written classification appeal, or

(2) when a grievance has been filed under the negotiated grievance procedure wherein the employee alleges that his/her job description is inaccurate.

b. Inaccuracies discovered through the audit process will be corrected by the employer.

ARTICLE 25

Equal Employment Opportunity (EEO)

Section 25.1. Policy/Responsibility:

a. It is the policy and responsibility of the employer to provide equal opportunity in employment or conditions of employment for all persons, and to prohibit discrimination in employment or conditions of employment because of race, color, religion, sex, national origin, age, handicapping condition and/or reprisal; and to provide an effective means for handling complaints of discrimination through counseling, investigation, and corrective action in accordance with federal law and regulations.

b. The union will support the employer's EEO policy. The union will represent without regard to race, color, religion, sex, national origin, handicapping

condition, age, marital status, political beliefs, sexual preference or union membership.

c. Processing of discrimination complaints shall be in accordance with AR 690-600 and other applicable laws and regulations.

Section 25.2 Affirmative Action Plan (AAP):

a. The employer shall develop an Affirmative Action Plan intended to address problems of under utilization and under representation of minority, women and handicapped employees. Union input will be solicited for the development of, and major modification to the AAP.

b. The parties agree to consult/negotiate, as appropriate, in regard to union membership on the EEO Action committee (EEOAC) upon approval of the EEOAC Charter.

Section 25.3. EEO Counselors:

a. The employer will provide counseling and information to employees regarding problems of alleged discrimination, and shall attempt informal resolution whenever possible.

b. At the initial interview, the employee shall be informed of the avenues of redress and of the right to have a representative of his/her own choosing at counseling sessions. Union representation rights under 5 USC 7114(a)(2)(A) do not apply to pre-complaint conciliation conferences and meetings.

c. The union will be notified of any informal settlement agreements which may affect the conditions of employment of other bargaining unit members and will be provided an opportunity to negotiate, as appropriate.

Section 25.4. Recognition. Bargaining unit employees actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices shall be recognized for their actions.

Section 25.5. Union Representation. An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the EEO complaint procedures has the right to be accompanied by the union representative of his or her choice if he or she so desires. If, after discussing the problem, the employee decides to follow the negotiated grievance procedure, he or she may be represented by the union until a final decision has been made.

Section 25.6. Reasonable Accommodation. Reasonable accommodation which would not cause undue hardship on the employer shall be made for qualified handicapped employees to accommodate their physical and mental limitations.

ARTICLE 26

Hours of Duty

Section 26.1. General. The employer agrees to a system of Hours of Work schedules to be called "Flexitour" for use of the employees at the Dover, New Jersey site.

Section 26.2. Definitions. The following definitions are applicable to this contract:

a. Flexitour. A flexitour is an eighty (80) hour tour of duty covering a single two work week period. Normally, a basic or regular tour of duty is five, consecutive, eight-hour days in each administrative work week. Generally, the workdays will be Monday through Friday with Saturday and Sunday as non-workdays.

b. Duty Day. A period of work in one calendar day, normally consisting of eight (8) hours, exclusive of lunch periods.

Section 26.3. Flexitour Requirements. In keeping with the flexible nature of this program, the following minimum requirements are established: a. The employee's supervisor is responsible for scheduling and approving written requests for flexitours. Such approval will not be unreasonably withheld and will be subject to the following decreasing order of priorities:

(1) the agency mission and functions,

(2) the needs of the employee's organizational element, (3) the employee's needs.

b. A flexitour shall not abrogate appropriate laws concerning time and attendance, leave, pay practices, overtime, etc.

c. Flexitour scheduling will ensure that safety and security requirements are met and may be a means of providing energy savings. Employees are responsible for requesting a particular flexitour and for making any personal arrangements necessitated by that flexitour.

e. Flexitours may require temporary adjustments to accommodate meetings, conferences, changes in workload requirements, training courses, and/or special projects or personal emergencies. The employer will notify the employee, if possible, of any necessary adjustments before the end of the tour of duty on the previous day.

f. Employees may request an adjustment in the tour of duty for the day with the supervisor's consent on an individual basis for reasons such as late arrival, doctor's appointment and personal emergencies. When a change is requested

due to a personal emergency, the employee will notify the employer, if possible, of any necessary adjustments before the end of his/her tour of duty the previous day.

g. Individual hours of duty may be arranged by employees with their supervisors.

ARTICLE 27

Overtime

Section 27.1. Employee Assignment:

- a. First consideration for overtime will be given to those employees who are permanently assigned to the job.
- b. An employee will be released from overtime, upon request, if a qualified replacement is available and willing to work.
- c. When possible, employees will be notified of overtime requirements at least 24 hours in advance.
- d. In no case will overtime work be assigned as a reward or a punishment.

Section 27.2. Distribution:

- a. Overtime will be distributed among qualified employees as equitably as possible.
- b. Upon request, the employer will make available to the union, current records of employee overtime assignments to aid in resolving individual claims of unfair or inequitable distribution.

Section 27.3. Overtime shall be earned in increments of fifteen minutes.

Section 27.4. Call Back Overtime Work. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him/her or for which the employee is required to return to the place of employment is deemed to be at least two hours in duration for the purpose of premium pay, either in money or in compensatory time off.

ARTICLE 28

Hazardous Duty Compensation

The employer shall pay a hazardous duty differential to employees in the bargaining unit who qualify in accordance with the provisions of Federal Personnel Management and local regulations.

ARTICLE 29

Leave

Section 29.1. Annual Leave: a. Employees must obtain advance approval for annual leave before taking such leave, except for emergency annual leave which may be approved by the employer after receiving proper notice as provided herein.

b. Annual leave is leave earned in accordance with applicable laws and regulations and is used by employees for personal use, rest and recreation, vacation and self-improvement. Requests for annual leave will be granted by the employer as permitted by workload, absences, and other exigencies of the work situation. Requests for leave shall be granted as soon as possible following the employee's request.

c. The employer agrees to approve annual leave requests in a manner which permits each eligible bargaining unit employee to take at least two (2) consecutive weeks of annual leave each year in accordance with Section 29.1b above.

d. Employees are informed of their annual leave balance and Use or Lose leave in their Leave and Earnings Statements every two weeks. Leave requests must be submitted in writing prior to the start of the third bi-weekly pay period before the end of the leave year to avoid the possibility of loss of "Use or Lose" leave. Approved leave denied after 1 November becomes eligible for restoration. Requests for leave restoration must meet the following criteria in order to be considered:

(1) Leave was lost due to illness or administrative error, or

(2) Leave was denied due to the exigency of public business.

(3) Leave was requested, in writing, and approved prior to 1 November of the leave year.

e. Requests for annual leave for a workday which occurs on a religious holiday will be granted in accordance with Section 29.1b above.

f. An employee not reporting for work because of reasons falling within the scope of emergency annual leave shall advise the supervisor or the designated alternate as soon as practical but within two (2) hours of the start of the

employee's regular work shift. Fair consideration will be given to an employee's explanation for failure to notify within the specified time period, if the employee is unable to do so.

g. Denial of leave after it has been approved will not be arbitrary, capricious or discriminatory.

Section 29.2. Sick Leave:

a. Employees shall accrue sick leave in accordance with applicable statutes. Sick leave shall be administered in accordance with these same statutes.

b. Sick leave benefits are usable by employees when they are incapacitated for the performance of their duties. Sick leave benefits are also usable under certain circumstances involving contagious diseases as set forth in applicable statutes and regulations, and for medical, dental or optical examination or treatment when required and requested prior to beginning of absence. Employees will make every effort to schedule non emergency medical, dental and optical examination and treatment outside of normal duty hours. Notice of unanticipated sick leave will be given by the employee to the supervisor or the designated alternate whenever possible within two (2) hours after the beginning of the employee's regular work shift. This notice will include when the employee anticipates a return to duty. If the degree of illness or injury prohibits compliance with the two .hour limit, the employee will report the absence as soon as possible. Fair consideration will be given for an employee's reasons for failure to notify within the two hour time period.

c. The employer agrees that the focus of the following measures is to eliminate sick leave abuse and not to penalize a legitimate sick leave user.

(1) At the employer's discretion, if sick leave abuse is suspected, an employee may be requested to furnish medical documentation to substantiate a request for approval of sick leave if the request exceeds five (5) consecutive workdays.

(2) A medical certificate for absences of five (5) days or less will not be required except where the supervisor has a reasonable basis for suspecting sick leave abuse. In such cases, the employee will first be counseled regarding the proper use of sick leave. If there is no satisfactory improvement, the employee will be advised in writing that he or she will be required to submit a medical certificate for each subsequent use of sick leave until there is satisfactory improvement in leave use. This notification should include provisions for termination of the requirement:

(a) when the employee's record demonstrates that the action has achieved the desired result, or

(b) when the condition is documented.

(3) The parties agree that sick leave abuse should not be condoned.

d. It is agreed that an employee who has suffered a disabling injury or illness, and who has been on extended sick leave will normally report to his supervisor on a bi-weekly basis, but will not report for duty until declared physically capable of performing his duties by the employer's examining physician. Whenever the findings of the employer's physician differ from that of the employee's physician, it is agreed that the employer shall consult with the employee's physician prior to rendering a decision.

e. It is agreed and understood that the illness of the employee is a private matter between the patient and the doctor. No employee shall be required to disclose the nature of the personal illness, except as required by applicable FPM and Army regulations.

Section 29.3. Maternity and Paternity Leave. Maternity leave is granted to pregnant employees as specified in FPM and local regulations. An employee who is pregnant will be allowed to work as long as she and her doctors feel is wise prior to the delivery of the child. Maternity leave in the form of sick leave, annual leave and leave without pay may be granted upon request during delivery, confinement, and for a reasonable period after delivery so that the mother may make child care arrangements. To the extent available, sick leave may be used to cover the period of incapacitation. The employee may be permitted to use leave equal to that which she has already accrued. The employee shall be returned to her position or a like position at the end of maternity leave unless termination is otherwise required by expiration of appointment, reduction-in-force, for cause, or for reasons unrelated to the maternity absence. A father may request paternity leave, i.e., the use of annual leave or leave without pay, in order to care for his family, as provided in FPM and local regulations, provided his absence does not adversely affect the mission and function of his organization. The amount of time allowed shall depend upon the circumstances of the individual case.

Section 29.4 Excused Absence. Excused absence is the employee's absence from duty administratively authorized by the employer without any loss of pay and without charge to any other type of leave. Excused leave may be granted for performing the acts or services described below when employees remain under management's control or jurisdiction and are thus considered in a duty status: a. Blood Donors. Employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time will not exceed four hours.

b. Union Sponsored Training. Approval or authority will be given to designated representatives of the bargaining unit to attend union sponsored training in accordance with Article 23 of this contract.

c. Voting. When practical to do so, without seriously interfering with operations, employees will be excused for a reasonable time to vote or register in any elections or in referendums on a civic matter in their community. Generally, an employee is excused from duty so as to permit him/her to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, an employee may be excused up to a full day.

d. Occasional Tardiness or Brief Absences. Occasional tardiness or brief absences of less than one hour may be authorized or approved by the employer. Such absences may also be administratively handled by:

(1) requesting the employee to perform additional work for a period equal to the tardiness or brief absence, or

(2) they may be charged to compensatory time which the employee has already accrued.

e. Installation Closure or Group Dismissal. When conditions warrant, the Commander or designated representative has the authority to close all or part of the installation, and IFPTE bargaining unit employees, as appropriate, may receive administrative leave. The shutdown may be due to military necessity, weather conditions, an Act of God, or other events beyond the control of management, such as lack of heat or electricity.

Section 29.5. Military Leave. Military leave shall be granted in accordance with ARDECR 690-7.

Section 29.6. Leave Without Pay. Employees who do not have leave to their credit and wish to take leave may be granted leave without pay in accordance with applicable regulations. Employees may also be granted leave without pay upon request if they have leave to their credit, but for some reason choose not to take it. The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case. Leave without pay shall be granted upon request to disabled veterans needing medical treatment. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting an action on a retirement or OWCP claim, or while serving as an officer or representative of IFPTE.

Section 29.7. Court Leave. Employees who are called for jury duty are entitled to court leave and will remit their jury fees to the employer. The employer shall encourage employees to fulfill their citizenship duties by serving as jurors without

charge to pay or leave. Eligibility for leave when serving as a witness will be in accordance with FPM Supplement 990-2, Book 630.

Section 29.8. Advancement of Annual Leave. Requests for advance annual leave (i.e., leave in excess of an employee's annual leave balance) may not exceed the amount an employee would earn for the remainder of the leave year. Requests for advance annual leave are granted on the same basis as any other request for annual leave, with the additional factor of other employees' need for "Use or Lose" leave use.

ARTICLE 30

Merit Placement Plan

Reassignments, Promotions, and Details

Section 30.1. Scope. This procedure covers all non-supervisory professional positions. The procedures outlined in this Agreement are limited to competitive service positions and exclude all positions in the excepted service. The members of this bargaining unit who are employed in the excepted service will be covered by this article when they gain entry into the competitive service.

Section 30.2. Policy. All personnel actions involving career progression shall be consonant with the spirit and intent of the merit system and the Civil Service Reform Act. The employer will promote understanding of the merit system and familiarization with this negotiated promotion and placement procedure on the part of civilian and military supervisors and bargaining unit employees. Examples of promoting and understanding may include new supervisor and new employee training, and through normal communication channels such as flyers, employee/supervisor publications, FOCUS, other news media, and special refresher training or orientation sessions as deemed appropriate by the employer.

Section 30.3. Vacancies:

a. All vacancies in the bargaining unit shall be appropriately publicized for at least ten calendar days to ensure that all employees have an equal opportunity to participate in the promotion program in accordance with Section 30.13. The 10 calendar days will be extended, if necessary, because of holiday periods. The union shall be on the distribution list for vacancy announcements and the Weekly Bulletin.

b. When a position is to be filled the job announcement shall give at least the grade(s), title(s), series, organizational location, the area of consideration, the method of evaluation including evaluation criteria factors against which the application will be rated, the summary of duties, the selective placement factors,

and whether the position is permanent or temporary. Interdisciplinary jobs will be announced in all appropriate disciplines. If a position is announced as temporary, and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent.

c. Neither details nor the position classification process will be used to circumvent competitive in-service placement or promotions.

d. Selective placement factors for positions to be filled through competitive promotion procedures shall be fully relevant to such positions and supportable by job descriptions and/or mission statements.

Section 30.4. Area of Consideration:

a. The minimum area of consideration shall consist of all ARDEC employees at the Dover site, employees of tenant activities at the Dover site, and all employees serviced by the Dover site Civilian Personnel Office. This area may be reduced as a result of manpower and/or funding constraints imposed by external or higher authority. In these cases, the minimum area may be reduced to the directorate or equivalent level.

b. Concurrent consideration may be afforded at the discretion of the employer to candidates from other sources including, but not limited to, OPM certificates of eligibles, other current federal employees, and/or candidates with reinstatement eligibility.

c. Current Army employees in the competitive service outside the minimum area may submit voluntary applications at any time for consideration for promotion or for positions with potential for promotion. Applications must be made on Standard Form 171 and must pertain to the position or type of positions in which interested. Applications must be received before the closing date of a particular merit promotion vacancy announcement in order to be considered for the announced vacancy.

d. Candidates from outside the minimum area of consideration must meet the same requirements and be evaluated by the same panel/SME as those within the minimum area, with the exception of those on certificates issued under the authority of Office of Personnel Management.

Section 30.5. Order of Placement Consideration:

a. The order of priority for consideration for filling a position except as otherwise provided by applicable OPM, DoD, or Army regulations which can change the order, will be as listed below. In no case, however, can competition under this Plan be higher than is indicated below. Career promotions are not included since the positions involved are already encumbered. This section covers all positions

and will be applied except where inconsistent with published career program requirements. The list developed by the panel or the subject matter experts will be furnished to the appropriate supervisor.

b. Selection will be made subject to prior consideration of candidates entitled to special consideration in descending order as follows:

- (1) Statutory/regulatory/mandatory placements directed by higher authority.
- (2) Non-competitive reassignments directed by local management permitted under DoD Stability of Civilian Employment Program.
- (3) Special consideration entitlement for repromotion.
- (4) Priority consideration after failure to receive proper consideration.
- (5) Reassignments permitted under DoD Program for Stability of Civilian Employment. (Reference paragraph V.H., Chapter 3, DoD Manual 1400.20-1M).
- (6) Priority consideration of Priority 1, 2, and 3 registrants in DoD and OPM Priority Placement Programs.
- (7) Other non-competitive reassignments.
- (8) Competitive placement actions involving consideration of candidates employed by Army.
- (9) Priority consideration of Priority 4 and 5 registrants in Priority Placement Programs.
- (10) Other competitive actions involving consideration of non-Army candidates.

c. Methods of Application:

- (1) Candidates in the first two categories listed in Section 30.5b above are eligible and will be automatically considered for Special Reassignment Consideration (SRC). This includes excess employees who have received notice of separation by RIF, employees in long term training assignments adversely affected by RIF, overseas returnee(s) or other employees with re-employment rights to the same grade or higher grade, and employees in designated hard-to-fill positions under special time limited staffing agreements.
- (2) Candidates in category 3 above are eligible for Special Consideration for Repromotion. This includes employees who have been demoted without personal cause, not at their request and through no fault of their own (includes employees who have returned from overseas to lower grade positions). Reasons

for demotion may be due to RIF, correction of classification error, return from overseas assignment, declination of reassignment outside the commuting area under Transfer of Function (TOF). No time limit is set at the local level (ARDEC) within the serviced area insofar as entitlement to repromotion consideration is concerned. When a repromotion eligible makes application for a specific vacancy and meets the minimum qualification requirements, the following statement will be typed by the Civilian Personnel Office on the appropriate form before forwarding the referral lists: "Based on available records, these candidates are eligible for special consideration for repromotion." Justification for the non selection of candidates must be approved. Such approvals will normally be granted when it is demonstrated that the candidate(s) lacks the specific knowledge and/or abilities essential to performance of the major duties of the position.

(3) Candidates in category 4 above are eligible for Priority Consideration. This includes careerists who are entitled to a one-time priority consideration for failure to be properly considered in the past. Such an employee must be considered for the next appropriate vacancy for which application is made before it is filled by competitive procedures. An appropriate vacancy for which application is made is one that meets all the following conditions: (a) the employee is considered a high quality candidate for the position, (b) the position is in the employee's stated area of availability, (c) the position is subject to the same merit promotion plan under which the error in consideration occurred. (Each career program is considered a separate plan). Justification for non-selection must be approved. Such approvals will normally be granted when it is demonstrated that the candidate(s) lacks the specific knowledge and/or abilities essential to performance of the major duties of the position.

(4) Candidates in categories 5 and 6 above will be automatically considered and are those who have received change to lower grade (CLG) notices, overseas returnee(s) with re employment rights to lower graded position(s), and/or candidates requesting reassignment consideration in order to alleviate adverse impact of reorganization or reduction in force.

Section 30.6. Competitive Application Procedures: a. It is the employee's responsibility to keep their records current at all times. If on an extended absence due to leave, detail, TDY, etc., employees may designate someone to enter a request for consideration on their behalf. Interested applicants must request consideration by making application under the vacancy announcement. This includes repromotion eligibles.

b. Engineers and Scientists:

(1) Employees will apply for Engineer and Scientist positions using the appropriate application form as stated in the vacancy announcement with a copy of the latest performance rating attached. Vacancy announcements will be

posted on all official bulletin boards, listed in the Weekly Bulletin, and recorded on the CPO Code-A-Phone. The listing shall include: position title, occupational series and grade, organization location, and opening and closing dates. Employees on travel may call the Code-A-Phone only by government telephone systems. Employees may review a copy of the job description upon request.

(2) Vacancy announcements may be used to fill one or more subsequent vacancies other than the one specifically identified in the announcement. When this is the case, the following statement will appear in the vacancy announcement: "This announcement may be used for the same or similar vacancies which occur in the same directorate or equivalent during the next six (6) months, unless otherwise exhausted earlier." Employees who may wish to apply for this or a similar position must apply under this vacancy announcement.

(3) Employees who make application under a vacancy announcement may supplement their Career Employee Record Printout by attaching additional information (not to exceed one page) that they wish the panel to consider in the evaluation process. This could include information concerning any details the employee may have served. Changes in the basic registration utilizing DA Form 2302 will be forwarded to CPO on a timely basis. Information submitted will be applicable only to the specific vacancy for which application is made.

(4) The Civilian Personnel Office will review lists of candidates obtained in response to vacancy announcements or through the appropriate career program procedures only for Handbook X118 minimum qualifications, essential elements identified in the vacancy announcement, time in grade and for availability.

(5) The resulting lists will be forwarded to a promotion panel or SME as appropriate.

(6) The Panel/SME may consider the employees performance appraisal (to the extent that it provides job related information) for the new position in conjunction with other forms identified in the vacancy announcement.

(7) All Dover site engineers and scientists must be registered in the Dover Career Inventory prior to the closing date of an announcement to receive consideration. Positions covered by the Resource and Construction Career Program will be filled from referral lists developed by the Corps of Engineers, where applicable.

c. Other Professional Career Fields. Merit Placement Plan procedures (ARDECR 690-35) will be used for employees in professional career fields other than engineers and scientists with the following modifications: employees may apply for vacancy announcements on the current local form as stated in the vacancy announcement and will attach a copy of the latest performance appraisal. Applicants will be evaluated against the announcement criteria based on use of crediting plans where developed. required supplemental forms, the latest

performance appraisal (as it relates to the rating criteria), and/or use of the official personnel files.

d. The procedures specified in Section 30.6c shall be used to fill engineering and scientist bargaining unit positions which have a cost analysis function as follows:
(1) GS-12 and below may be filled on a permanent basis.

(2) GS-13 and above may be filled on a temporary basis.

Section 30.7. Competitive Evaluation Procedures:

a. Determination of the job related evaluating criteria shall be the responsibility of the employer. Office of Personnel Management qualification standards will be the basis for determining basic eligibility. Competitive evaluation procedures will apply to promotion, selection for transfer or reinstatement above the grade currently or previously held at time of separation, or to assignment to positions with known promotion potential. Exceptions are listed in Section 30.9. Career Records of applicants meeting basic qualifications, and who will meet the time-in-grade requirements or the grade level of the vacancy within 30 days after the issuance of the initial referral list, will be considered eligible for the position.

b. A panel/SME will be used in the evaluation process. The panel/SME will be responsible for documenting any technical screening criteria used; the Civilian Personnel Office will be responsible for documenting any criteria and availability responses used to screen out candidates. If there are more than nineteen (19) minimally qualified and available candidates a panel will be convened. If there are nineteen (19) or fewer minimally qualified and available candidates the employer will select a subject matter expert to review the list of candidates to determine if each is highly qualified.

c. Evaluation Panels and Subject Matter Experts (SME) for Bargaining Unit Vacancies. Candidates referred from an Office of Personnel Management list of eligibles will not be evaluated by a panel or SME: (1) Panel/SME must have the following qualifications:

(a) Panel members//SME's must be at the same grade or higher than the position(s) to be filled.

(b) All panel members/SME(s) must have knowledge of the functions and duties of the position(s) to be filled.

(c) Where feasible, the panel/SME should be from a different organizational segment than the position(s) to be filled. Members will not be under the supervision of the immediate supervisor having the vacancy, if possible.

(d) Panel members/SME(s) should be qualified for the same job series as the position(s) to be filled, or have as closely-related qualifications as possible.

(e) Candidates for the vacancy cannot serve as panel members/SME(s), advisors or observers.

(2) Panel members/SME's will have the following responsibilities: (a) To rate and rank candidates using the job descriptions and evaluation criteria, knowledge, skills and abilities (KSA) as stated in an approved crediting plan or as furnished by the employer. AMCCOMR 10-1 and ARDECR 10-1 mission and function statements, may be used as a reference to clarify any differences in the job descriptions and the KSA.

(b) To review and further screen any screening done by the Civilian Personnel Office except for minimum qualifications and time-in-grade.

(c) To develop a list of highly-qualified candidates, normally not more than ten (10), which includes, where appropriate, representation from minorities and women. More or fewer than ten (10) may be included when a logical break in scores supports such a decision.

(d) Panel members/SME(s) will be provided sufficient guidance concerning the methods and procedures for evaluating and ranking candidates so as to enable them to have a thorough understanding of the evaluation process and to be able to uniformly apply the evaluation criteria.

Section 30.8 Details:

a. Documentation: Details in excess of thirty (30) days shall be recorded in the employee's official personnel folder, and copies of the record will be forwarded to the employee.

b. The employer agrees that an employee who is assigned to a position of higher grade for 60 days or more will normally be temporarily promoted and receive the rate of pay for the position to which s/he is temporarily promoted. Temporary promotions in excess of 120 days will normally be accomplished competitively.

c. All details to higher graded positions should be rotated through all qualified employees, if at all possible. Normally, an employee will not hold a detail to the same position for more than 60 days if there are other qualified employees available to be rotated. The employer retains the right to fill the position permanently or through temporary promotion at any time, even if all available and eligible employees have not been rotated through the detail.

d. The detailing of personnel to lower graded positions is considered to be inconsistent with sound planning and management and will be kept to an

absolute minimum. However, the employer may use details under the following circumstances:

- (1) When a temporary shortage of personnel exists,
- (2) Where an exceptional volume of work suddenly develops and seriously interrupts the work schedule,
- (3) To fill temporarily the positions of employees on extended leave with or without pay, or
- (4) Other conditions of a special and temporary nature.

e. The detail procedure shall not become a device to afford certain individuals an opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detailing shall be based solely on a bona fide need of the employer and its considered judgment as to the ability of the individuals. (References FPM 300, AR 690-300).

Section 30.9. Exceptions To Competitive Evaluation Procedures: a. Promotions/Re promotions:

- (1) A promotion resulting from the upgrading of an employee's position due to an unplanned accretion of duties and responsibilities, the issuance of a new classification standard, the correction of an initial classification error or reconstitution.
- (2) A position change resulting from the application of reduction-in-force procedures when the action is technically termed a promotion because pay fixing policy requires the employee to receive a higher rate of pay than the employee received in the old job.
- (3) Career promotion of an employee without current competition when at an earlier stage the employee was selected from an Office of Personnel Management certificate or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled (journey person level).
- (4) A career ladder promotion following noncompetitive conversion of a cooperative education student.
- (5) Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it led to permanent promotion was made known to all potential candidates at the time the position was announced.

(6) Promotion to a grade or position from which the employee, while employed within the DoD, was demoted without personal cause and not at his/her request.

(7) Promotion after failure to receive proper consideration in a competitive promotion action.

(8) Promotion of incumbents to GS-12 level science and engineering positions in the same TDA space (other than construction).

(9) Temporary promotions of 120 days or less.

b. Reassignments/Change To Lower Grade (CLG). Application Procedures: (1) Candidates for reassignment/change to lower grade may apply through the vacancy announcement system. These candidates will be evaluated to determine whether they are high quality. High quality candidates are defined as those who, in the judgment of a subject matter expert, possess the KSA's required for a certain job. These candidates are not subjected to a formal ranking process. They will be referred separately, but concurrently with promotion candidates.

(2) Voluntary Reassignments/CLG. An employee may also be non-competitively reassigned or CLG at his/her request and at the option of the employer providing:

(a) The employee is qualified for the new position.

(b) The new position has a grade level not higher than the current grade.

(c) The position has no greater known promotion potential than the vacated position.

(d) The action is consistent with the provisions of the applicable career program.

(e) The action is required to meet bona fide work requirements.

(f) The action constitutes a reinstatement or transfer to a position not higher than the grade which is currently held or formerly held.

(g) The reassignment/change to lower grade is because of medical reasons and the Post surgeon and/or the employee's personal physician has determined that the employee is not physically or mentally qualified to continue in the present position.

(3) Involuntary Reassignments. In some instances, such as to avoid adverse impact of RIF or reorganization, management may find it necessary to initiate actions that will result in noncompetitive, involuntary reassignment of employees to positions having no known promotion potential or no higher promotion potential than their current positions. Whenever employees fail to consent to

such a reassignment, the reasons prompting their unwillingness to accept must be given full consideration. In those instances where the employee does not concur, the employee shall be given a 30 day advance notice in writing setting forth the reasons for proposed reassignment, the reasons for selection, and an opportunity to reply.

c. Details: (1) Details of 60 days or less, (2) Other details permitted by OPM and DA regulations.

d. Position Change. A position change resulting from the application of reduction-in-force procedures when the action is technically termed a promotion because pay fixing policy requires the employee to receive a higher rate of pay than the employee received in the old job.

e. Entry Level Positions. Entry level positions may be filled without competition provided the assignment does not deny advancement potential to other employees in the minimum area of consideration.

Section 30.10. Candidate Interviews: a. All bargaining unit candidates referred for consideration must be given the opportunity to be interviewed before a selection is made. The interviews may be accomplished by telephone. The following exceptions will be made to the requirement to interview:

(1) The employee has worked for the selecting supervisor during the last six months or,

(2) The employee was interviewed by the selecting supervisor for the same/similar position during the last six months or,

(3) The employee is unavailable for the interview during the life of the referral list (14 calendar days). The candidate may be interviewed by telephone.

(4) Employees referred under the provisions of Section 30.9b. above.

b. Referred promotion candidates who fall under Section 30.10 a(1) (2)(3) above, who wish to be interviewed may request the Civilian Personnel Office to arrange an interview.

c. Employees will be released after making appropriate arrangements with their supervisor for the time necessary for the interview to be conducted.

Section 30.11. Selection/Non-Selection:

a. The employer may select from any list, or make no selection. When considering the candidates on the competitive list, the employer, without further justification may reconsider and select candidates from prior non-competitive lists

including priority and special consideration candidates who were previously rejected. Issuance of lists of additional promotion candidates following rejection of an adequate promotion list (at least 3 names) will require approval of the Civilian Personnel Office.

b. Non-Selected Employee Rights. The following information about specific promotion actions shall be available to an employee and/or the employee's representative upon request:

(1) Whether the employee was considered for promotion and, if so, whether she/he was eligible on the basis of minimum qualification requirements for the position.

(2) Whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group.

(3) Who was selected for the promotion.

(4) The employer will provide a copy of the KSA used by the panel/SME. An employee who was screened out for failure to meet the minimum standards of Handbook X118, may request a reconsideration of that decision through the Civilian Personnel Office. When appropriate, priority consideration will be given.

c. The selected candidate shall be announced in the official bulletin by name, announcement number, job title, series and grade, and organizational location.

Section 30.12. Release of Selected Employees:

a. The Civilian Personnel Office will make arrangements for a release date. Employees covered by this Plan normally will be released to report to their new position no later than the beginning of the second pay period following notification of selection by the Civilian Personnel Office. The personnel action will be effective on the date or earlier if such an agreement is reached between the supervisors involved and the Civilian Personnel Office. Retention of the employee in the old position in excess of 30 days must be documented by an official detail.

b. If the losing supervisor does not concur in a reassignment/CLG, the employee may appeal the decision to the Technical Director's Office. The decision of the Technical Director's office is not grievable.

c. The Civilian Personnel Office will notify the successful candidate and his/her supervisor as soon as possible after receipt of the referral list. Written notification will be issued as quickly as possible.

d. The Civilian Personnel Office will be responsible for assuring that all legal and regulatory requirements are met before the action is effected.

Section 30.13. EEO and Affirmative Action: a. In all promotion actions in which a minority, severely handicapped or woman employee is on the referral list and in which a minority, severely handicapped or woman employee is not chosen, the promotion action must go to the Equal Employment Opportunity Office for concurrence. In addition to the rationale for selection, the Equal Employment Opportunity Office will take into account the affirmative action record of the organization and their minority, severely handicapped or female representation.

b. The extent of consideration given to all candidates must be specifically documented by the employer when the referral list includes minority, female, or severely handicapped candidates.

ARTICLE 31

Employee Recognition Programs

Section 31.1. Both parties agree to encourage fullest participation in the Incentive Awards and Suggestion Programs.

Section 31.2. The employer agrees to provide the union a quarterly report showing workforce performance awards as a percent of total salary. Other awards (QSI, SA, OTS) will be expressed in terms of total numbers.

ARTICLE 32

Reduction-in-Force

Section 32.1. Definition of reduction-in-force. An agency has a reduction-in-force when it releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to a change of duties, or the need to make a place for a person exercising re employment or restoration rights requires the agency to release the employee: a. The employer agrees to plan in advance any reorganizations and mission changes which may affect its civilian employees, with a view to minimizing any adverse impact on the employees concerned.

b: (1) Insofar as possible, as soon as the employer is aware of an impending RIF, the union shall be informally notified.

(2) The employer agrees to formally notify the union of the personnel or organizational changes in Section 32.1a above prior to notifying the employees and not later than 60 calendar days before the effective date.

Section 32.2. When a reduction-in-force is necessary, the employer will consider placing adversely impacted employee(s) in vacant positions. This shall be accomplished either by directed reassignments or the application of reduction-in-force procedures.

Section 32.3: a. The employer shall provide a written specific notice to each affected employee not less than 60 calendar days prior to the effective date of the RIF action.

b. The employer shall provide a written specific notice to each affected employee not less than 60 calendar days prior to effective date of a directed reassignment.

Section 32.4. Upon receipt of a specific notice with an initial offer of employment, the employee shall have at least five full working days to either accept or reject the offer.

Section 32.5. The employer shall make every effort to offer employment to bargaining unit employees through RIF procedures to a position as close as possible to their current grade based on representative rate. The employee is entitled to exercise bumping and retreat rights within the employee's competitive area.

Section 32.6. An employee in receipt of a specific RIF notice may review the relevant retention register(s) during normal duty hours. Employee(s) may have union representation if desired at reduction-in-force counseling sessions conducted by representatives of the Civilian Personnel Office. Arrangements for representation are the responsibility of the employee. The employer agrees to counsel unimpacted employees to the extent counselors are available after priority counseling is completed; otherwise employees may review the relevant retention registers at the union office.

Section 32.7. An employee(s) downgraded through Reduction-in-Force (RIF) or reclassification due to a change in duties shall be given special consideration for repromotion to a position for which the employee is qualified and for which she/he makes application. Repromotion eligible employees must apply for announced vacancy(ies) for which they desire consideration.

Section 32.8. An employee's performance rating of record on the date of the issuance of specific RIF notices shall determine the employee's entitlement to additional service credit for performance for RIF purposes in accordance with OPM regulations.

Section 32.9. The employer agrees that efforts will be taken to minimize geographical movements. The employer agrees to consider the request for reassignment of an employee who volunteers to accept the position offered to another employee as a directed action when such a substitution has no impact on any other employee's rights and both the gaining and losing supervisors approve the substitution. Such a volunteer must be qualified.

Section 32.10. In the event a bargaining unit employee is offered a non-professional job, he/she may voluntarily request an alternate offer to a professional position at a lower grade.

Section 32.11. If any professional bargaining unit employee is RIF'd whether to a professional or non-professional position, that employee will have the grievance rights as specified in the negotiated grievance procedures.

Section 32.12. Competitive levels shall be established in accordance with local policy. A list of the competitive levels shall be made available to the union during normal working hours at the Civilian Personnel Office. Competitive level definitions will be made available to an employee on an individual basis if the employee is adversely affected as a result of the implementation of the RIF. The employer shall notify the union of changes in the composition of the competitive levels affecting employees within its unit. The employer shall afford representatives of the union the opportunity to negotiate, to the extent consonant with law and regulations which may constitute a bar to negotiations, on the impact which the modification of the competitive levels will have on the employees it represents. When a RIF is planned and prior to the official distribution of the retention registers, a meeting will be held upon request of the union between representatives of the union and the employer. The employer will review the composition of the competitive levels and competitive level definitions as appropriate. The union's comments on the grouping of jobs in any competitive level affecting bargaining unit members will be considered by the employer prior to their use in the RIF. Subsequent to the distribution of RIF notices to affected employees, briefings between the union and the employer will be held every two weeks until the effective date of the RIF. Briefings may occur more or less frequently than every two weeks should the union and the employer mutually agree. In the implementation of the RIF if an ADHOC committee or panel is convened to examine, review, set, change, or make determinations with regard to competitive levels affecting members of the bargaining unit, the union shall be afforded the opportunity to have two representatives present at the meetings to observe the proceedings, participate in the discussions, and/or to make recommendations relative to the assignment of competitive levels. These representatives should be knowledgeable in the occupation under review.

Section 32.13. In the event of a RIF, the employer agrees to furnish to the union copies of the following: a. An alphabetical list of all employees which will include competitive levels, service computation dates and organizational location.

- b. A set of unmarked retention registers.
- c. As soon as available (from reprinting) a work copy (markup) of the retention registers showing job elimination's, displacements, reassignments and placements.
- d. As available, a "From-To" list of all employees affected and the action taken.

The information listed in a and b above shall be furnished to the union at least one week before the day the employees receive their letters of RIF.

Section 32.14. The union shall be informed in advance of any group counseling sessions, which include bargaining unit employees, in order to provide the union an opportunity to attend.

Section 32.15. The employer agrees to consider all actions necessary to maximize the retention of employees. One example might be restructuring positions to enable adversely affected employees to fill those positions.

Section 32.16: a. Federal Program. The employer shall participate, as a minimum in the Army Re employment Priority List (RPL), and Office of Personnel Management's Displaced Employee Program (DEP) and the DoD Priority Placement Program (PPP). An employee will remain eligible for participation in out placement programs until he/she: (1) Accepts a valid offer made under one of the programs or-

(2) Refuses a valid offer made under each program. For the purposes of this section, a valid offer is a permanent position in the Federal Service at the same or higher representative rate as the position of record. It must be within the commuting area of Picatinny Arsenal, or some other geographic location in which the employee is registered.

(3) An employee voluntarily withdraws from the program.

(4) These out placement programs shall continue until all affected employees are either placed or lose eligibility for placement but in no event more than two years following separation and/or initial registration.

b. Other Programs. The employer will contact other Federal agencies, state employment offices, and private sources including cost free employment agencies within the commuting area to enlist aid in locating positions meeting the needs of the affected employees.

c. The employer will make available space and facilities for outside employers to recruit displaced employees.

Section 32.17. The employer shall maintain records and information relating to the RIF for two years.

ARTICLE 33

Performance Management System (PMS)

Section 33.1. Purpose. The parties agree to work together in establishing and maintaining a performance appraisal system which will, to the maximum extent feasible, permit the accurate evaluation of individual job performance. Employee job performance will be evaluated through the application of performance standards which are developed on the basis of objective criteria. The results of performance appraisal shall be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees.

Section 33.2. Scope. This performance appraisal system applies to all members of the National Federation of Federal Employee Local 1437 bargaining unit as described in the Certificate of Representative, dated August 18, 1975, as amended. The system will be applied to all members of the bargaining unit described regardless of membership in the union local.

Section 33.3. Requirements: a. The requirements for this appraisal system are as follows:

- (1) The establishment or revision of performance standards shall be a joint planning and communication process between the employee and supervisor.
- (2) Performance standards will be based on objective criteria and will be applied in a fair and equitable manner. Criteria may include, but are not limited to quality, quantity and timeliness required for the performance of the job.
- (3) Performance standards are established by management and must be consistent with assigned duties and responsibilities in the employee's position descriptions, be consistent with classification standards, and be linked to mission, function and organizational goals and in accordance with criteria established herein.
- (4) Performance standards will be reviewed and discussed with the employee at the beginning of the rating period and when the need arises to revise the standards or elements during the rating period. The employee may request discussion when clarification or changes are necessary.
- (5) Written standards will not be issued or considered effective retroactively and the employee must have been given the standards a minimum of 120 days prior to an appraisal being prepared.

b. Postponements.

(1) A performance appraisal must be postponed until an employee has served a total of 120 days in a position under performance standards.

(2) When an employee has worked for more than one supervisor during the annual rating period, the rating supervisor will review any special appraisals the employee may have received and consult with other officials outside of his control for whom the employee performed work. These ratings and comments will be considered when the annual rating is assigned. The rating supervisor will also consider actual time employee was assigned to the job for which she/he is being rated and apply performance standards to that period only. When due to circumstances such as extended illness or temporary duty travel, the immediate supervisor will be unable to complete the appraisal within 45 working days after due date, the acting supervisor or reviewing supervisor may assign the rating.

(3) If the acting supervisor or reviewing supervisor is assigned for less than 120 days, and a rating of less than fully successful is being considered, the rating will be postponed not more than 120 days.

Section 33.4. Procedures: General: a. (1) Performance appraisal is a continuing process which will include formal or informal and planned or spontaneous discussions between a supervisor and an employee.

(2) At any time a supervisor believes that an employee is not meeting a performance standard or may be rated as having not met the standard, the supervisor will provide assistance to help the employee bring performance to a fully successful level. Such assistance may include, but is not limited to, counseling, training or closer supervision.

b. Employee Participation: (1) Individual or group sessions will be used by rating supervisors when performance standards are being developed. The rating supervisor will discuss, identify and define major elements with each employee, determine which major job elements are critical, and provide written performance standards to each employee at the beginning of the rating period. Participation may be oral, written or both.

(2) If an employee believes that a critical/ non critical element(s) or performance standard(s) is inappropriate, unfair or inequitable she/he may request a review by the rating supervisor. In order to initiate the review, the employee has 10 working days after receipt of the written standards to submit a written request to the rating supervisor. The rating supervisor must reply in writing to the employee within 10 working days.

(3) If the issue is not resolved at this level, then the employee may request a review by the next appropriate level of supervision within 10 working days of the

date on which the rating supervisor provides the written reply. That official must provide a reply in writing to the employee within 10 working days.

(4) If the issue is not yet resolved, the employee may submit a written request for review of the appropriateness, fairness or equability of the element(s) or performance standards(s). Such a request must be submitted to the next appropriate level of supervision within 10 working day(s) of the date on which the previous official provides the written reply to the employee. If the recommendation will affect the elements and/or performance standards of more than one bargaining unit member, the union will be notified. If, in such cases, the official conducts a meeting, the union will be invited to attend. If no meeting occurs, the union will be invited to submit written comments within five working days of notification: (a) The official shall provide a written response to the employee initiating the review and to the rating supervisor.

(b) The official should complete the review process within 30 working days. Management's review determinations are not subject to the grievance procedure.

c. Personnel Actions Based on Performance Appraisal.

(1) The employer agrees to assist in improving unacceptable performance before resorting to actions such as reduction in grade or removal.

(2) The administrative time necessary to prepare the performance appraisal will not affect the rating period. Annual ratings are effective as of the date approved and will remain the employee's current official rating of record until replaced by another rating of record.

(3) (a) Within-grade increase (WIGI) will be based on the employee's current rating of record. In the absence of a written performance rating, a performance rating of "Fully Successful" will be assumed.

(b) If a WIGI is denied and reconsideration of that denial supports the employee, the effective date of the WIGI will be the original due date. If the denial is upheld, and the employee's performance subsequently improves, the WIGI will not be retroactive.

(4) The parties recognize that union representation is not permitted at performance counseling sessions and that such performance discussions are not grievable until such time as they are actually relied upon to support an action taken due to unacceptable performance.

Section 33.5. Remedy. An employee who believes that she/he has been adversely affected by a performance rating may file a grievance. Standards that are contrary to law or regulation may be grieved within 60 days of employee's

initial receipt thereof. This article applies only to standards issued on or after the implementation date of the contract.

ARTICLE 34

Traffic and Parking

Section 34.1. The employer will publicize the fact that both New Jersey State traffic laws and federal laws are enforced on post.

Section 34.2. The employer will make every effort to maintain and clear all employee parking lots, roads and access roads after the effects of any adverse weather conditions.

Section 34.3 The employer agrees to set aside special holding or parking areas when the employees normal parking areas are inaccessible due to snow or other unforeseen events.

Section 34.4. Employees who are issued traffic tickets may contact the employer through the Provost Marshal's Office by nine o'clock on the morning of the next working day after the ticket is issued to discuss the matter.

ARTICLE 35

Facilities and Services

Section 35.1. Facilities: a. The employer will provide the union office space of approximately 600 square feet, which is suitable for private conversations. If such office space is needed for mission requirements, equivalent space will be provided.

b. Two class C telephone lines and two instruments, with the capability of answering each line from either instrument.

c. To the extent that surplus equipment is available, the employer will provide desks, chairs, file and storage cabinets and tables to be used for a union office.

d. The union may use facilities, such as Building 3228, for after-hours meetings on a space available basis. The union will make the necessary reservations. The union agrees to: (1) leave the facilities in a condition as good as they were found,

(2) be responsible for the proper care and protection of all Government property,

(3) adhere to safety and security regulations.

e. Three reserved parking spaces for union officials and visitors at the location where the union office is located.

Section 35.2. Services. The employer will provide the following services to the union: a. Bulletin Boards. The employer agrees to provide space in the unofficial section of bulletin boards in each organizational section employing members of the unit for the purpose of posting union notices and similar informational material. The union will be responsible for all posted material.

b. Internal Mail Service. The union may use the Arsenal mail system for distribution of union literature to its officers and stewards and for individual communications to specific employees.

c. A quarterly list of all new employees and their organizational location.

d. A quarterly list of all retirees and resignees.

e. A semi-annual list of unit employees with the name, grade, GS series and organizational element of each employee.

f. The employer agrees to provide the union copies of future DA Civilian Personnel Regulations and Circulars and AMC, AMCCOM and ARDEC implementations thereof. In addition, upon request, copies of appropriate OPM, DoD, DA, AMC and AMCCOM and ARDEC Regulations, Supplements, Circulars, Instructions and Pamphlets and changes thereto will be furnished, but if local reproduction is required, the union will reimburse the employer for the cost of said reproduction if such costs are significant. The union is responsible for completing the necessary forms to receive such publications.

g. Requests for publication of union informational material in the "Voice" or for posting union informational messages on billboards and notices in the "Weekly Bulletin" may be submitted to the appropriate authorities for approval and will be accepted on a space available basis.

ARTICLE 36

Disciplinary and Adverse Actions

Section 36.1. General. The basic procedures and rights of employees, as outlined in appropriate regulations, shall be observed in handling disciplinary and adverse actions. Such actions must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

Section 36.2. Preliminary Investigation. Prior to making a determination as to whether a disciplinary or adverse action is warranted, the employer shall undertake preliminary investigations and discussions with the employee(s)

concerned. Employees of the unit are entitled to union representation at all investigations and discussions, at which disciplinary actions are contemplated. This does not include performance counseling sessions.

Section 36.3. Proposed Notice. In the event an employee is issued a notice of proposed disciplinary or adverse action, that employee must be afforded and made aware of all the rights and privileges due him/her. In all cases, the employee and/or employee representative shall be given the opportunity to review all evidence against him and to reply to the charges orally, in writing, or both, using the assistance of the union as desired. Evidence against an employee shall be made available to the employee and his representative and both shall be given sufficient time to review such evidence and prepare a reply. The employee's reply shall be made a part of the official records.

Section 36.4. Disciplinary Actions: a. Definition: A disciplinary action is any action taken against an employee which causes a letter or other document which is critical of the employee to be placed in the personnel folder, up to and including suspensions of fourteen (14) days or less.

b. The employer shall provide the employee with an extra copy of any proposed disciplinary action for distribution to the union if the employee so desires. This copy will be appropriately annotated to this effect.

c. When a notice of proposed action is issued to an employee, upon request and prior to the notice of decision, the employer shall meet with the employee and the union representative, if she/he chooses to have one, for the purpose of providing any additional facts on the case. Employees will be provided a reasonable time to answer orally or in writing and to furnish affidavits and other documents in support of their answers. It is further agreed that upon request of the union and the approval of the employee, the employer shall permit inspection of pertinent records, and where practicable, provide copies. Any reply shall be given full consideration which shall be appropriately documented.

d. In the event the employee is issued an unfavorable decision, she/he shall be advised that the decision may be grieved under the negotiated grievance procedure contained herein and of the time limits on filing the grievance.

e. This does not prevent the issuance of oral reprimands. Oral reprimands shall be made in private. Oral reprimands are considered informal disciplinary actions and are not covered by this article. Only documentation pertaining to formal disciplinary actions will be placed in an employee's Official Personnel Folder (OPF). The employee will be informed of any record made on the 7B card and will be given a copy upon request.

Section 36.5. Adverse Actions. a. An adverse action is:

- (1) a removal,
- (2) a suspension for more than 14 days,
- (3) a reduction in grade,
- (4) a reduction in pay, and
- (5) a furlough of 30 days or less.

b. The employer shall provide the employee with an extra copy of any proposed adverse actions for distribution to the union if the employee so desires. This copy will be appropriately annotated to this effect.

c. When an employee is issued a thirty (30) day Notice of Proposed Adverse Action, upon request and prior to the Notice of Decision, the employer shall meet with the employee and the union representative, if the employee chooses to have one, for the purpose of rebutting the proposed action and/or providing any additional facts on the case. Employees will be provided a reasonable time to answer, orally or in writing, and to furnish affidavits and other documents in support of their answers. It is further agreed that upon request of the union and the approval of the employee, the employer shall permit inspection of pertinent records, and where practicable, provide copies. The employee may also reply in writing. Any reply shall be given full consideration which shall be appropriately documented.

d. The Notice of Decision shall advise the employee of the right to contest this action through the negotiated grievance procedure or by filing an appeal with the Merit Systems Protection Board (MSPB). The employee has sixty (60) calendar days to file a grievance in accordance with Article 15 or to file an appeal with MSPB within twenty (20) calendar days of the effective date of the action. The employee may select either route, but not both, and only the union may invoke arbitration. The notice shall include the address of the appropriate MSPB office.

Section 36.6. An employee shall be informed of the right to union representation during any examination of the employee by a representative of the employer in connection with an investigation when the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests union representation. The employer or agency representative agrees to read the Weingarten Right to an employee prior to the initiation of a criminal investigation provided the Provost Marshal is aware of the investigation.

Section 36.7. Procedural error, including the failure to read the Weingarten notice in criminal investigations, will not be grounds for reversal of a management

action unless the employee proves that the application of the procedures caused substantial harm or prejudice to the rights of the employee.

ARTICLE 37

Temporary Duty Travel (TDY)

Section 37.1. Employees may be required to travel in the performance of their official duties. Travel shall normally be performed by the most expeditious means of transportation practicable. Travel expenses shall be paid in accordance with the provisions of the Joint Travel Regulation (JTR), Volume II, other pertinent regulations and Comptroller General (CG) Decisions. In addition, employees should refer to the employee's Travel Handbook which provides local policy and guidance. Copies are available at various locations throughout Picatinny Arsenal, including the Finance and Accounting Office.

Section 37.2. Diner's Club Credit Card: a. GS-9 and above employees are eligible for the Army's Diner's Club Credit Card and receive advances as follows, whether or not they possess the credit card:

40% of allowable costs for per diem and mileage

No allowance for rental car

100% of registration fees

Employees below GS-9 may request and may be approved for an Army

Diner's Club Credit Card.

b. Employees below GS-9 who do not have an Army Diner's Club Credit Card receive advances as follows:

80% of the allowable cost for per diem, mileage/rental car 100% of registration fees

c. Advances for travel to TDY locations where Army Diner's Club Credit Card is not accepted will be handled on a case by case basis.

Section 37.3. When it is not possible or reasonable to reschedule an employee's duty or travel time and regular scheduling would require the employee to travel and/or serve in a duty status for more than 16 hours, the employee may be excused without charge to leave, or loss of pay, for a reasonable time to recuperate from fatigue or loss of sleep. In determining the time to be allowed, the adverse effect on work performance, health, or well being, and any safety hazard which might result from working while fatigued, should be considered.

Excusal under this authority will not normally exceed 4 hours. Non-exempt employees may be eligible for overtime for travel when on temporary duty travel.

Section 37.4. When it is known in advance that government quarters are to be used and are available at the TDY point, the travel advance will be reduced accordingly. Temporary duty stops of less than 24 hours at a TDY point do not require the use of government quarters. An employee may elect not to use government quarters; however, the payment of the quarters portion of the employee's per diem or actual expense allowance will not be allowed unless one or more of the following conditions is met:

a. The use of government quarters would adversely affect the performance of the assigned mission, and the signed orders carry a statement to that effect.

b. Quarters at the TDY station are not available. The employee may determine whether this is the case in advance of travel by making a telephone or message inquiry to the Housing Officer or employee responsible for assigning government quarters at the TDY point. The following statement will be shown on applicable orders: "No government quarters will be available per telecon with (Name of Housing Officer or Designated Representative) or show message number. "

Section 37.5. Employees on extended TDY (directed travel of three or more weeks duration) may be required, or may be permitted to return to the permanent duty station periodically on weekends if the round trip cost to the employer does not exceed, by a substantial amount, the cost of remaining at the temporary duty station.

Section 37.6. Overtime or compensatory time for the period outside the employee's normal duty hours when s/he is in official travel status, may be granted in accordance with the provisions of JTR VOL II, other pertinent regulations and CG decisions. Excusal from duty upon an employee's return from a TDY point which was separated from the permanent duty station by four (4) or more time zones may be made in accordance with JTR VOL II.

Section 37.7. Employees may, for reasonable cause such as illness, request that they be relieved of a TDY assignment. The employer will consider the employee's needs as well as mission requirements when making a determination to grant or deny the employee's request.

Section 37.8. Bargaining unit employees will submit a properly completed travel claim to Comptroller, Finance and Accounting, Travel Section within 10 working days of completion of travel. The Travel Section will settle all properly completed and received travel claims for bargaining unit employees within 15 working days. If any claim is not settled within that time frame, the bargaining unit employee may bring the matter to the attention of the Finance and Accounting Office and shall receive final decision on settlement within 5 work days. Any bargaining unit

employees traveling under a transportation request (TR) will be responsible for including the traveler's copy of the DA Form 4556 (or replacement form) with the reimbursement voucher. If settlement of advance/overpayment is not made within 30 days after completion of the travel or temporary duty, the advance/overpayment, plus a \$15 service charge will be deducted from the employee's next regular pay.

Section 37.9. An employee shall be informed in advance of travel when it becomes necessary for the Transportation Office to disallow the employee's travel entitlements as shown on the travel order request.

Section 37.10. Submission of a request for payment of actual expense may be made in accordance with JTR VOL II.

Section 37.11. Information will be made available by the employer to assist a traveler on TDY to commonly visited areas. This will include discounts on lodging and restaurants and availability of public ground transportation.

Section 37.12. Employee's entitlements when transferring from one duty station to another shall be in accordance with JTR VOL II, pertinent regulations, and CG decisions.

Section 37.13. Authorization to use a rental car/taxi will be determined by the approving official with subsequent final approval by the Transportation Office. Reimbursement for the use of rental cars, government vehicles, taxis and POVs will not be made if used for personal business or solely for the preference or convenience of the traveler. Employees should consult the list of temporary duty points where use of rental cars has been determined to be advantageous to the Government and does not have to be justified for each instance of travel.

Section 37.14. Bargaining unit employees may request annual leave while on TDY. The granting of annual leave is subject to the approval of the employer.

Section 37.15. Denied boarding/voluntary seat release compensation. US. Scheduled Air Carriers are required to pay liquidated damages when they fail to provide confirmed reserved space. Individual travel on official business is for the account of the US. Government. Bargaining unit employees will ensure that checks tendered by the carriers, as denied boarding compensation, are made payable to the Finance and Accounting Officer, for appropriate credit. These provisions apply whether air transportation is procured by JTR, cash, or credit card. Employees who voluntarily give up their seats may retain these payments only under the following conditions: a. If the employee voluntarily gives up his seat and thereby incurs additional travel expenses beyond that which he would have normally incurred, these additional expenses must be offset against the payment received by the employee.

b. Also, Government employees are not expected to voluntarily give up their reserved seats if it would impinge upon the performance of official duties.

c. Finally, to the extent the employee's travel is delayed during official duty hours, the employee will be charged annual leave for the additional hours.

Section 37.16. Privately owned vehicle (POV) reimbursement for parking fees at airports is authorized only for long term parking. Restrictions on the payment of airport parking fees may apply depending on the method of travel used by the employee for round trip transportation between Picatinny Arsenal and the airport or between residence and the airport, e.g., contractor limousine, private limousine, POV.

Section 37.17. When two or more government employees have requested rental cars and are traveling to the same TDY location for the same purpose, the employer will determine which requests for rental cars may be approved. Employees whose requests are denied will be notified that they are required to share a rental car at the TDY location. The bargaining unit employee will include names of all government employees who are traveling in the same rental car (in the remarks section of the reimbursement voucher).

Section 37.18. Bargaining unit employees may be reimbursed for the use of their own vehicle while on official business within ARDEC. Reimbursement will be made at a rate prescribed by the JTR VOL II.

ARTICLE 38

Unfair Labor Practice Charges

Section 38.1. The employer and the union agree that prior to the filing of an Unfair Labor Practice Charge by either party, the party filing the charge will notify the party against whom the Charge is directed, of the specific complaint.

Section 38.2. Both parties further agree that attempts to resolve the matter at issue will be made where possible.

ARTICLE 39

Contracting Out Work

Section 39.1. The employer agrees to inform the union prior to any contracting out of work that will result in displacement of bargaining unit employees through CA cost studies. The union will be kept informed of Commercial Activities (CA) studies actions that may affect bargaining unit jobs.

Section 39.2. The employer will provide the union an opportunity to review and comment on proposed Performance Work Statements (PWS) and proposed Solicitation Packages involving bargaining unit employees. The union understands that such information is procurement sensitive and agrees that it will be protected and not disclosed to anyone. The employer will consider any timely comments prior to finalizing the PWS and Solicitations.

Section 39.3 The employer will provide the union an opportunity to comment on the proposed Most Efficient Organization (MEO). The union may provide suggestions relative to the determination of the MEO for in-house performance.

Section 39.4. The opportunity for the union to comment does not restrict the employer's statutory authority to make decisions to contract out.

Section 39.5. Information that would jeopardize the confidentiality of the CA process and in particular the in-house bid will not be released or discussed until completion of the cost comparison and public announcement of the initial decision.

Section 39.6 . The union may appeal the initial decision in a cost study through the Army Administrative Appeals procedure. Appeals must be in writing and delivered to the Contracting Officer within a fifteen (15) working day appeal period and must be filed IAW OMB Circular A-76 and AR 5-20. Appeals based on factors other than validity of the cost comparison will not be considered.

Section 39.7. The employer further agrees to attempt to minimize displacement action by considering appropriate efforts to place eligible bargaining unit employees. Displaced employees may be entitled to right of first refusal, severance pay and other benefits in accordance with AR 5-20. The employer will explain entitlements to severance pay to employees who are scheduled for displacement.

ARTICLE 40

Mobilization Exercises

Section 40.1. Unless otherwise directed by higher authority, the employer, where possible, will notify the union that an emergency exercise is scheduled and the extent to which bargaining unit employees may be required to participate. All employees who participate will be informed of their duty hours and their obligations during the exercise.

Section 40.2. Employees who are required to change their tour of duty will be so advised, where possible, at least one day in advance. Supervisors will consider hardships when assigning a change in tour of duty.

Section 40.3. The employer will comply with the requirements of the Fair Labor Standards Act and Title V in regard to the payment of overtime pay or compensatory time. Employees who are called back after their tour of duty has ended will receive a minimum of two hours call back pay.

ARTICLE 41

Day Care

Section 41.1. The parties recognize that locating day care for the children of working parents can be a difficult process.

Section 41.2. The union will be given the ongoing opportunity to provide its input into employee initiatives developed to assist employees in this regard.

ARTICLE 42

Contract Preparation and Printing

Section 42.1. The employer agrees to prepare the contract for signature of both parties.

Section 42.2. The employer agrees to provide the union 1800 copies of the Agreement and any amendments and/or supplements thereto.

TAPES AGREEMENT

International Federation of Professional and Technical Engineers (IFPTE)
LOCAL 1437 AND USA

ARMAMENT, RESEARCH, DEVELOPMENT AND ENGINEERING CENTER
(ARDEC)

AGREEMENT FOR TOTAL ARMY PERFORMANCE EVALUATION SYSTEM
(TAPES)

Basic agreement between IFPTE Local 1437 and ARDEC dated 30 Sept 91
remains in effect unless this addendum specifically states otherwise.

1. TAPES will not be implemented until all negotiations have been completed.

2. The agreed upon TAPES program will run for a trial period of two years. During this period, the union may request further bargaining if higher headquarters makes further regulatory changes. At the conclusion of the trial period, management and the union will assess the effectiveness of the program. The parties will negotiate over any modification that may be needed or desired. Either party may give written notice to the other prior to the expiration date of the agreement of its intent to propose modifications. The existing agreement will remain in effect during negotiations except where both sides agree to changes.

3. L/MER will provide guidance to supervisors for setting appropriate objectives. The content of any such guidance will be provided in advance to the union. Affected employees will have access to the same performance information as supervisors, since it is the manifest right of employees to know in advance on what basis they are to be evaluated. It is expected that performance objectives will be consistent for employees performing the same job function. However, management may deviate from the expectation. Upon request, management will explain the basis for the deviation. Disagreement over the appropriateness of an employee's specific objectives is grievable to the extent they violate law or regulation. For the initial writing of objectives and standards, the supervisor will, before having the employee write the objectives, discuss and/or write what tasks will be performed during the rating period and how well the employee will be expected to perform. Also discussed will be training needed (if any) to successfully meet objectives.

4. Inasmuch as the use of the "values" section of the TAPES is clearly made optional by the implementing regulation, it is agreed that any statements generated with reference to the "values" section of the appraisal form will not become part of the official performance review. The only statement placed in that section of the official performance review form will be to the effect that by agreement with the union, the section is not being used as a part of the official performance review. Any use made of the optional "values" section will be apart from the official performance review.

5. Prior to the date an employee is eligible for a within-grade increase (WIGI), the employer will review the work of the employee. When the review leads to the conclusion that the employee's work is not at an acceptable level of competence, management will provide to the employee, at least 30 calendar days before the employee is eligible for the increase, a written notice which will include the following:

a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level based on performance objectives;

b. Specific written recommendations as to what the employee must do to bring his/her performance up to the acceptable level;

c. A statement that the employee has a period of not less than 120 calendar days (except under unusual circumstances) in which to bring performance up to an acceptable level or a within-grade increase will be denied.

The employee has the right to respond in writing within 15 calendar days and may use union help in doing so. This period may be extended with management's consent and for reasonable cause. Management shall reply in writing to any such response within 10 working days. If the performance is deemed unsatisfactory, the employee will be given a special rating to justify the denial of the WIGI. If the employee's performance becomes or is found to be acceptable, the WIGI will be granted retroactive to the date it was originally due. The notice given as provided above will be canceled and removed from all files. No supervisor or management official will retain any copy of that notice.

6. An employee falling below an acceptable level of competence as determined by his/her performance objectives will be provided a performance improvement period (PIP). All PIPs will be at least 120 calendar days except under unusual circumstances (e.g., prolonged illness). However, a PIP will be terminated as soon as the employee demonstrates sufficient improvement or through a grievance or other means establishes that his/her performance was adequate.

7. All performance counseling sessions will be conducted in private. After counseling, the employee has the right to consult with the union or other counsel of his/her choice if she/he feels threatened. The employee thereupon has a right to a meeting with the supervisor or management official within five working days, extendible by mutual agreement, accompanied by his/her representative to resolve the perceived threat.

8. An employee's performance rating will not be affected adversely by his/her use of officially approved leave. All performance requirements with respect to timeliness and quantity of work will consider and take into account the time the employee actually has available to complete the work. The employee has the responsibility of informing management of any perceived scheduling or project status problems.

9. An employee's performance rating will not be adversely affected because of her/his union activity. All performance requirements with respect to timeliness and quantity of work will consider and take into account the time the employee actually has available to complete the work. The employee has the responsibility of informing management of any perceived scheduling or project status problems.

10. If an employee's performance falls below an acceptable level at any time during the rating period, the employee's supervisor shall assist the employee through counseling and closer supervision in an effort to raise the employee's performance to a satisfactory level.

11. Performance standards and objectives shall be based on organizational mission and goals and shall be consistent with and based on the duties and responsibilities contained in the employee's position description. If the employee is legally assigned to an unclassified set of duties constituting the employee's entire duties, a written statement of those duties shall be provided to the employee and the performance objectives shall be consistent with those duties. An employee's performance must be evaluated solely on the basis of standards and objectives satisfying this criterion.

12. Performance standards and objectives shall be clear, specific, measurable, attainable, in line with the organization's priorities when written and within control of the employee and shall be so administered that each employee can be reasonably expected to achieve the objectives and to have a clear knowledge of the requirements to achieve and to exceed the objectives.

13. Within 30 days of the beginning of each appraisal cycle, supervisors will meet with each employee to discuss and establish objectives for the rating period. During the same 30 days, the supervisor may and, if requested by the union, will meet with union representatives and with his/her employees as a group to explain the group tasks, objectives, missions and priorities and how they impact performance. Employees may raise questions within these group meetings relating to their specific performance standards and objectives if they wish.

14. When employees are transferred or reassigned, the assignment and evaluation of their duties and responsibilities must be fair and reasonable. Employees will not be held responsible for the performance of tasks for which they have not been specifically trained (may include on-the-job training). In addition, they shall be given at least 120 days on the job to learn and demonstrate successful performance. Any within grade increase falling due during that period will not be withheld on the grounds of their performance in their new position.

15. The ratee shall have the opportunity to comment on any and/or all aspects of his/her performance evaluation. At the ratee's option, his/her written comments will be attached to and become a part of the evaluation.

16. The supervisor and employee will maintain documentation supporting each performance evaluation and will present copies of that documentation at the time of the employee's evaluation, should a discrepancy arise. The employee has the right to make written comments or submit other evidence with respect to any allegations made in this documentation or with respect to his/her performance in general at any time. Where any performance deficiency is noted in a performance evaluation, that deficiency will be supported by specific instances noted in the documentation. No employee shall be rated lower than Level 3 unless the rater has provided documentation justifying the rating and the ratee has been afforded the opportunity to review and respond to the documentation.

17. If the ratee is adversely affected by an evaluation, a grievance may be filled. The grievance will be taken first to the supervisor who can change the evaluation.

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Summary of Rights of the Union

Union Rights and Representation

Section 11.1. Recognition: a. The employer recognizes that the union has the exclusive right to represent all employees in the unit in negotiations, consultations, or meetings with the employer with regard to appropriate matters affecting bargaining unit positions.

Section 11.2. Negotiations. The union shall have the right to consult and/or negotiate, as appropriate, with the employer, either orally or in writing, and to have its views considered in the formulation, development and implementation of personnel policies and practices and matters affecting conditions of employment, which are within the discretion of the employer and which are not specifically covered by the Agreement. Proposed new changes in personnel policy shall be staffed with the union prior to implementation.

f. An employee or group of employees in the unit may be represented only by the union if filing a grievance under this negotiated procedure.

Section 11.3. Representation. The union, as the exclusive representative of employees in the unit, shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices or other general conditions of employment; or

b. Any examination of any employee in the unit by a representative of the agency in connection with an investigation if:

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

(2) The employee requests representation

Summary of Rights of the Employee

g. An employee or group of employees in the unit wishing to present a grievance subject to, and under, this negotiated procedure without representation by the

union may do so provided the union is given an opportunity to be present at and receive copies of the grievance documentation at the second and third steps. Any adjustments of the grievance must be consistent with the terms of this Agreement.

ARTICLE 12

Employee Rights and Responsibilities

Section 12.1. Basic Rights: a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by law, such right includes the right:

(1) To act for a labor organization in the capacity of a representative and the right, in that capacity to present the views of the labor organization to the head of the agency and other officials of the executive branch of the Government, the Congress, or other appropriate authority, and

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

Section 12.2.

b. An employee or group of employees in the unit may either elect self representation or be represented by the exclusive representative in filing a grievance under the negotiated grievance procedure.

Step 4. If the grievance is not satisfactorily settled at the 3rd level, only the union or the employer may refer the matter to arbitration.

ARBITRATION

d. Arbitrator's Fees: The arbitrator's fee is considered to include any travel expenses or services required by and billed to the parties by the arbitrator. (1) The arbitrator's fees and expenses shall be borne equally by the employer and the union.

(2) Further, the employer and the union shall equally share in the expense of any mutually agreed upon services incurred with an arbitration.

Section 15.3. Requirements. The general requirements of this procedure are: a. the parties agree that the question of grievability should be raised as early as possible in the grievance procedure. If agreement cannot be reached, the grievance issues, including grievability, will be addressed at each successive

step. Any dispute as to grievability which still remains at arbitration will be referred to the arbitrator as a threshold question and a decision on that issue shall be given before arguments are presented on the merits. If the question of grievability is first raised at the arbitration hearing the party raising the issue will pay that portion of the arbitration costs.

Section 15.3. Requirements. The general requirements of this procedure are:

f. An employee or group of employees in the unit may be represented only by the union if filing a grievance under this negotiated procedure.