

**Negotiated Agreement
For
Professional and Non-Professional Series**

**US Army Corps of Engineer –
Professional Development Support
Center**

And

**American Federation of Government
Employees (AFGE)
Local 1858**

**Approved:
23 December 2002**

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ARTICLE I

PREAMBLE

Section 1. Parties to the Agreement. Pursuant to the policy set forth in Federal Service Labor Management Relations Statute (also known as Civil Service Reform Act 1978, Public Law 95-454), and Presidential Executive Order 12871, and subject to all applicable statutes, this agreement, together with any and all subsequent agreements and/or amendments, constitute a total Agreement and is entered into by and between the U.S. Army Corps of Engineers Professional Development Support Center (PDSC) and the American Federation of Government Employees (AFGE) Local 1858. The PDSC will hereinafter be referred to as the Employer and AFGE Local 1858 will hereinafter be referred to as the Union. The employees in the described unit will be hereinafter referred to as Employees.

Section 2. Considerations. In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

a. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Federal Service Labor-Management Relations Statute, to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment, provide means for amicable discussion and adjustment of matters of interest to the Union and the Employer.

b. The Employer and the Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Employer's mission while preserving all the statutory rights of the parties. To this extent, the Employer and the Union agree that accomplishment of this mission will be a major consideration in all agreements developed by the Employer and the Union in their day-to-day association. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement.

Section 3. Requirements. Effective labor-management relations in the public service require a clear statement of the respective rights and obligations of the Union and the Employer. Therefore, the Union and the Employer agree as follows:

ARTICLE 2

RECOGNITION AND UNIT DESIGNATION

Section I. Exclusive Representation: The Employer recognizes the Union as the exclusive bargaining representative of employees located in the Huntsville, Alabama area in the unit defined below per Federal Labor Relations Authority Certification of Representative, Case No. AT-RP-80009, 17 April 1998.

Section 2. Unit Description:

INCLUDED: All professional and nonprofessional General Schedule employees of the PDSC who are located in the Huntsville, Alabama area.

EXCLUDED: All student aides, summer hires, consultants, cooperative education students, employees on appointments of 90 days or less, supervisors, management officials, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

ARTICLE 3
AGREEMENT

Section 1. Parties to the Agreement.

- a. This Agreement will be executed upon dated signature of:
 - (1) The President, AFGE, Local 1858,
 - (2) The Director, USACE Professional Development Support Center.
- b. The final agreement will be binding after approval of the Department of Defense Field Advisory Services as provided by the Federal Service Labor-Management Relations Statute.

Section 2. Duration, Extension, Renegotiation and Termination.

- a. This Agreement shall remain in force for 3 years from the date of approval by the appropriate official in the Department of Defense and from year to year thereafter unless either party shall notify the other party, in writing, no more than 90 calendar days nor less than 60 calendar days prior to the expiration date, or to any subsequent anniversary date of either party's desire to terminate or renegotiate this Agreement. If based on above written request to renegotiate, a new or revised agreement has not been negotiated and approved by the expiration date of the Agreement, then this Agreement will be extended until the new or revised agreement is approved. However, should this Agreement be extended beyond 3 years from its effective date, the parties agree that all provisions herein which conflict with new and/or revised department of the Army, Department of Defense (DOD) or any Government-wide rules or regulations will be renegotiated by the parties.
- b. It is understood that this Agreement shall terminate at any time it is determined, in accordance with the Federal Service Labor-Management Relations Statute that the Union is no longer entitled to exclusive recognition. Termination of this Agreement will not, in and of itself, terminate the recognition granted the Union under Article 2.

Section 3. Amendment to Agreement. Any amendment to the Agreement shall be as follows:

If either the Union or the Employer desires to renegotiate a specific Article or Articles, the initiating party shall notify the other party in writing. The other party shall notify the Initiating party within 15 days from receipt of notification of their decision to agree or not to agree to renegotiation of the proposed Article or Articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place no later than the 4th day from the date of agreement to renegotiate.

Section 4. Management and Organizational Titles. Articles in this agreement may contain certain titles of and organizational entities such as supervisors, the Director, Civilian Personnel Advisory Center, etc. Use of such titles is only intended to identify individuals or organizations normally having responsibility for accomplishment of certain work. The Union agrees that, where such titles are used in this Agreement, it only establishes an obligation that the Employer will insure accomplishment of the required tasks and is not intended or meant to conflict **with** or violate the Employer's rights to assign work under Section 7106 of the Federal Service Labor-Management Relations Statute.

Section 5. Distribution. Ten paper copies and one electronic copy (disk) of this agreement, and all amendments, shall be provided by the Employer to the Union. It is further agreed that a paper copy will be posted on the official bulletin board and electronic copies (e-mail) provided to each employee and supervisor by the Employer. This agreement will be posted on the Employer's Intranet web page.

ARTICLE 4

PROVISIONS OF LAWS AND REGULATIONS

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

For this Agreement, the parties have determined that for the Articles relating to Time and Attendance, Leave, and Hours of Duty, references to "appropriate regulations" mean Huntsville Center Corps of Engineer regulations. For the Articles dealing with Promotion and Performance, the reference to "appropriate regulations" means AMCOM/Army regulations, as set out in the MICOM/AMCOM Negotiated Agreement. For all other Articles within this Agreement, references to "appropriate regulations" mean existing Army regulations.

ARTICLE 5

LABOR-MANAGEMENT RELATIONS

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

ARTICLE 6
RIGHTS AND OBLIGATIONS

Section 1. Mutual Rights and Obligations of the Employer and the Union:

- a. The Employer and the Union mutually agree that this collective bargaining agreement reflects the agreement of the parties regarding conditions of employment affecting employees of the bargaining unit. Therefore, the Employer shall be obligated to consult with the Union on changes in personnel policies and practices and matters that would affect the conditions of employment of the persons in the bargaining unit prior to implementation. It is agreed that the employer and the Union will meet and confer with respect to personnel policies and practices as required by the Federal Service Labor-Management Relations Statute.
- b. In the administrations of all matters covered by the Agreement, the Employer and the Union are governed by existing or future laws.
- c. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all employees in the bargaining unit.

Section 2. National Security:

The Employer and Union jointly recognize in the interest of national security, the requirement for orderly, economical, and efficient accomplishment of the Employer's missions. To this extent, the Employer and the Union agree that accomplishment of these missions will be a major consideration in all consultations and agreements developed by the Employer and Union in their day-to-day association.

Section 3. Employee Rights:

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

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

- (1) to act for a labor organization in the capacity of a representative and the right , in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive branch of the Government, the Congress, or other appropriate authorities; and
- (2) to engage in collective bargaining with respect to conditions of employment through Union representatives.

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

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

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

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

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

(2) the employee requests such representation.

When such an examination is held, every reasonable effort will be made to schedule it at a time and site which is acceptable to all of the participants.

f. If a bargaining unit employee has a complaint and, in the event that a grievance becomes necessary and the Union official cannot adequately investigate or prepare for the grievance at the employee's work site, the employee will be granted reasonable time, unless precluded by mission requirements, to visit with the Union official at another area. If not immediately approved, the supervisor will inform the employee of the time that the employee can leave the work area. Such delay may extend the time for processing the grievance in accordance with Article 37 of this agreement.

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

h. For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, participation in Savings Bond Drives, or other approved solicitations which have been announced in generally published directives. Contributions from employees in the bargaining unit, and participation by employees in the bargaining unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the bargaining unit for nonparticipation or for any level of contribution. An employee in the

bargaining unit may be requested to volunteer to solicit for contributions. The Union agrees to assist in seeking the needed volunteers and support the approved drives.

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

Section 4. Employer Rights and Obligations:

The Employer retains all of the management rights prescribed in 5 USC 7106(a), Federal Service Labor-Management Relations Statute. The Employer agrees to comply with provisions of this Agreement which have been appropriately negotiated under 5 USC 7106(b). Nothing in this agreement shall be interpreted to affect the authority of a 11y management official to exercise such rights.

ARTICLE 7

UNION REPRESENTATION

Section I. Elected and Appointed AFGE Local I858 Union Officials:

- a. The Employer agrees to recognize the elected Officers, appointed Vice Presidents, Union representatives, Agents, and Stewards of the Union. All elected officers, appointed representatives and agents will be hereinafter referred to as Union officials.
- b. The Union shall furnish to the Employer a list of names of all elected officials, Vice Presidents, Assistant Vice Presidents, and Stewards within 20 working days after the effective date of this agreement. Changes to the list must be furnished within 10 working days after any new or changed personnel assignments. Vice Presidents, Assistant Vice Presidents, and Stewards on the list must be members of the bargaining unit.

Section 2. Performance of Union Duties:

- a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, supervisors and Union officials will:
 - (1) Meet informally to exchange information and resolve potential problems.
 - (2) Make every effort possible to resolve problems at the lowest organizational level.
 - (3) Support, foster, and encourage participation in partnership councils.
- b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations so long as such performance does not exceed the boundaries of "robust debate."
- c. The Union agrees that its Officers and Stewards will not use official duty time to conduct internal affairs of the Union.

Section 3. Representational Duties:

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

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

b. The Union agrees to conduct representation duties with dispatch during working hours and guard against use of Union positions for unwarranted absences from assigned work areas. Performance of representation duties will be avoided during priority workload periods.

c. If it becomes necessary for a Union official to transact his/her representational functions, he/she shall first obtain permission from his/her supervisor. The supervisor involved will grant permission unless compelling work commitments dictate otherwise. If permission is denied, the supervisor will inform the Union official of the reason for the denial and when the Union official can have time to transact his/her representational functions. Upon entering a work area other than his/her own, the Union official will first advise the appropriate supervisor of his/her presence and the name of the employee to be contacted. The supervisor involved will grant permission unless compelling work commitments dictate otherwise. If permission is denied, the supervisor will inform the Union official of the reason for the denial and when he/she can reasonably expect to see the employee. The Union official will notify his/her supervisor upon his/her return to his/her work assignment. Union officials shall guard against the use of excessive time in handling these responsibilities.

d. The Union recognizes that accurate daily records will be maintained by the supervisors of Union elected officers and appointed representatives and/or stewards, accounting for the total time spent on appropriate labor-management business.

ARTICLE 8
PARTNERSHIP

The Employer and Union agree to establish a Partnership Council.

ARTICLE 9
CONSULTATION

Section 1. Definition. Consultation as used in the Agreement shall be defined as a face-to face meeting between the Director, PDSC or his designee and the Union President or his designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation. Nothing in this Article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters.

Section 2. Coverage. It is agreed and understood that matters appropriate for consultation between the parties shall include personnel policies and practices affecting conditions of employment.

Section 3. Union Participation. The Union shall:

- a. Be informed of any change in conditions of employment proposed by the Employer at the earliest possible date, which will be prior to employees being briefed.
- b. Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the required implementation date.

Section 4. Employer Participation. The Employer shall:

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

ARTICLE 10
INFORMATION REQUEST

The Union may request from the Employer information documentation concerning grievances, EEO, appeals, and other conditions of employment. The agency will make every attempt to furnish said information in a timely manner.

The Union also has the right to request information under FOIA.

ARTICLE 11

AFGE BULLETIN BOARDS

The Employer shall provide a bulletin board or bulletin board space, not less than 2x4 feet, for Union use in those facilities occupied and controlled by the employer. The Union shall be held solely responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the accuracy of the posted material and its adherence to ethical standards.

ARTICLE 12

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. General

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

Section 2. Eligibility

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

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

Section 3. Authorization

The procedure for processing authorizations shall be as follows:

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

allotments received by the Payroll Servicing Office will continue in effect until the allotment is terminated IAW Section 5 below. At the Union's request, the Employer will assist in resolving problems related to the timely processing of allotments for Union dues.

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

Section 4. Dues Allotment

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

Section 5. Termination of Allotment

The Payroll Servicing Office will terminate an allotment:

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

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

· President will notify the Payroll Servicing Office within 5-work days after such a determination has been made by the Union.

c. When an Employee voluntarily revokes his allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. Standard Form 1188 is the prescribed revocation form and may be obtained from the Payroll Servicing Office or the Union office and must be filed with

the Payroll Servicing Office. In all cases, it shall be the responsibility of the Employee to see that his/her written revocation is received in the Payroll Servicing Office on a timely basis.

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

Section 6. Remittance of Dues Withheld

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

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

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

ARTICLE 13
NEW EMPLOYEES

Orientation: The Employer agrees to mention, as part of the organizational overview for new employees, the existence of a Labor Agreement between AFGE Local 1858 and the Professional Development Support Center. Also, new employees who are part of the bargaining **unit**, will be scheduled time for a briefing by a Union Official as part of their new employee orientation briefings.

ARTICLE 14
TRAINING OF UNION REPRESENTATIVES

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

ARTICLE 15
ANNUAL LEAVE

Section 1. General. Employees shall earn annual leave in accordance with applicable laws and regulations. Employees shall be granted approved annual leave, subject to workload requirements. When employees can be spared from their duties, annual leave will be granted freely for personal purposes.

Section 2. Granting of Annual Leave. To the extent permitted by workload requirements, the Employer agrees to allow each employee to plan an extended period of leave for vacation purposes to assist in maintaining maximum efficiency and productivity of each employee. When employees' preferences conflict, the supervisor will give consideration to such matters as workload requirements; personal circumstances; previous leave schedule; and the length of creditable Federal Service, as indicated in Item 31, SF 50, when approving vacation leave plans for employees of the bargaining unit. The supervisor will approve a change in plans provided another employee's choice is not disturbed, and the employee can be spared from duty. When the Employer finds it necessary to cancel previously approved leave and/or deny the specific period requested by the employee, the reasons for such action will be fully explained to the affected employee. However, annual leave will not normally be denied if such denial will result in earned leave being forfeited because of the maximum limitation on leave which may be carried forward to the succeeding leave year. Early planning of leave is encouraged to avoid end of year forfeiture.

Section 3. Annual Leave.

a. Upon written request by the employee and reasonable justification to the Employer, annual leave which will be earned during the balance of the leave year may be advanced to the employee.

b. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact his/her supervisor or the supervisor's designated representative during the first half of the assigned tour of duty and request approval of the use of annual leave.

Section 4. Religious Holiday. Any employee applying for leave to observe a religious holiday associated with religious faith of the employee will be granted such leave, if the work situation permits.

ARTICLE 16 SICK LEAVE

Section 1. General. The Employer and the Union recognize the value of sick leave and the responsibility of each employee to conserve sick leave to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation for duty. Each party agrees to emphasize the need and value for the employee to conserve sick leave and to use it only in the event of actual incapacitation for duty or as otherwise provided in this Article.

Section 2. Earning Sick Leave. Employees shall earn sick leave in accordance with applicable statutes and regulations.

Section 3. Granting Sick Leave. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties; when, under certain circumstances as set forth in applicable regulations, they have been involved with a contagious disease; or when required for medical, dental or optical examination or treatment when requested prior to the beginning of the absence. Notice of illness or disability shall be given by the employees to their cognizant supervisor as soon as possible and normally not later than four hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the four-hour limit, the employees will report their absence as soon as possible.

Section 4. Doctor's Certificate. Employee shall not be required to furnish a doctor's certificate to substantiate a request for sick leave for three full workdays or less. However, in cases of suspected abuse of sick leave and after the employee has been properly counseled, the employee's supervisor may issue the employee a written notice that he/she must furnish a medical certificate to support any period of sick leave. The notice will include the factual reasons. It is agreed that all such cases requiring the doctor's certificate for each absence shall be reviewed by the immediate supervisor for the purpose of determining when such requirement can be eliminated. Such review shall take place at the end of six months from the date of issue of the written notice requiring a doctor's certificate and shall be removed from the employee's record if the situation has been corrected for a continuous period of six months. Certificates must be submitted to the employee's supervisor within seven calendar days after return to duty. Periods of absence on sick leave in excess of three consecutive workdays ordinarily must be supported by a medical certificate to be filed within seven calendar days after return to duty. In lieu of a medical certificate, the employee's personal certificate may be accepted. This certificate will be accomplished by the employee completing a Standard Form (SF) 71, Application for Leave. In those instances where a supervisor suspects abuse of sick leave, the supervisor may require of the employee, in addition to the personal certification, a written explanation of the absence.

Section 5. Advanced Sick Leave. In accordance with applicable statutes and regulations a maximum of 240 hours of unearned sick leave can be advanced to employees, upon request.

ARTICLE 17
LEAVE OF ABSENCE

Employees shall be granted leave of absence without pay in accordance with applicable laws and regulations.

ARTICLE 18
EXCUSED ABSENCES AND OTHER LEAVE

Section 1. Excused Absence for Climatic or Disaster Conditions.

- a. When excused absence is authorized because of extreme weather conditions, breakdown of equipment, fire, floods, or other natural phenomena, all eligible employees who report or are scheduled to report for work and whose services are not specifically required shall be excused as authorized by regulation.
- b. The Employer and the Union agree that the following shall apply:
 - (1) Employees who are on prior approved annual or sick leave will be excused without charge to leave if the Employer closes all or part of the Activity affecting the employee PRIOR to the start of the workday.
 - (2) Employees who, after having been on duty during the first part of the day, absent themselves on either approved annual or sick leave before notice of early dismissal decision is received, will be charged leave for the balance of the day.
 - (3) Employees who apply for annual or sick leave after the issuing of an early dismissal decision will be charged leave for that portion of leave in multiples of 1 hour that exceeds the administrative dismissal period.
- c. Controversial cases involving excused absences will be referred to the Civilian Personnel Advisory Center for settlement.

Section 2. Military Leave. Military leave for training purposes is accrued at a maximum of 15 calendar days during each fiscal year regardless of the number of training periods in the year, and whether taken intermittently, a day at a time, or all at one time. Such grant of military leave will be in accordance with appropriate regulations.

Section 3. Voting and Registration Leave.

- a. Based on workload requirements, the Employer agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to insure them an opportunity to vote on an election day in accordance with the Department of the Army and Office of Personnel Management regulations. The Employer and the Union agree that, as a general rule, where the polls are not open for a national, state, local election or referendums at least 3 hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused absence which will permit them to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

b. In the event of exceptional circumstance where the general rule as described in paragraph 3a above does not allow an employee sufficient time to vote, such employee may be excused for such additional time as may be needed to enable him/her to vote, depending upon the particular circumstances involved in his/her particular case, but such time shall not exceed a full day.

c. Should an employee's voting place be located beyond a 40-mile radius or when absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-workdays, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his/her ballot. The Employer agrees to observe a liberal policy in granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of 1 day shall be charged to annual leave; if annual leave is exhausted, then to leave without pay.

d. The Employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, such employees maybe granted time off to register on substantially the same basis as for voting, except that no such time off shall be granted if the employee can register on a non-work day and the place of registration is within a reasonable 1- day, round trip travel distance of the employee's place of residence.

Section 4. Professional Conferences. Professional employees may be excused to attend conferences and conventions and participate in meetings of recognized professional associations in order to maintain and further their professional competency without loss of pay or charge to leave whenever it is determined that such attendance may be authorized as a temporary duty assignment subject to the availability of funds and to the extent permitted by the work situation and the effective performance of assigned duties of employees concerned and also may be extended to employees who otherwise attend at no expense to the Government (because of the fact that no travel is involved or sufficient funds are not available). This provision is not to be interpreted as authorizing reimbursement of registration fees and other expenses of attendance at conferences and conventions. Affirmative determinations should be reserved to those situations where the employee is designated as an official representative, or where a direct relationship between items on the agenda and the employee's official duty assignments make it necessary or desirable that he/she attend.

Section 5. Blood Leave. Four hours of administrative leave in addition to reasonable travel time to and from the place of donation may be authorized by the Employer for each bargaining unit employee, each time that the employee participates in authorized blood programs, if the work situation permits. To qualify, the employee must contribute blood. The four hours of administrative leave, if taken, must be taken on the day of giving blood. Employees who are not accepted to give blood must return to work or request appropriate leave from their supervisor.

Section 6. Family and Medical Leave Act. Employees may request leave in accordance with the family leave act.

ARTICLE 19
TRAVEL

Section 1. General. Travel requirements will be accomplished in accordance with appropriate laws and regulations.

Section 2. Hours of Travel. Within the Employer's right to assure efficiency of workforce operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, he/she, upon the employee's request, will furnish the employee, in writing, the reasons for necessity of such a schedule.

Section 3. POV Travel. Costs of transportation, arrival and departure times, and any leave requirement for Privately Owned Vehicle (POV) travel will be determined in accordance with the JTR.

Section 4. Duty Status.

a. Time spent in a travel status away from the official duty station of an exempt employee is not "hours of work" unless the travel:

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

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

b. The Fair Labor Standard Act of 1938, as amended, applies to Federal employees who are not exempted from that statute in accordance with its terms. For nonexempt employees, the Fair Labor Standards Act provides that:

- (I) Time spent traveling shall be considered hours of work if:
 - (a) An employee is required to travel during regular working hours;
 - (b) An employee is required to drive a vehicle or perform other work while traveling.

(c) An employee is required to travel as a passenger on a I-day assignment away from the official duty station; or

(d) An employee is required to travel as a passenger in an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

(2) An employee who travels from home before the regular workday begins and returns at the end of the workday is engaged in normal "home to work" travel: such travel is not hours of work, when an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs 4b(lb) and 4b(lc) of this section.

(3) An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the Agency, shall be credited IAW the JTR.

c. Nonexempt employees must be paid in accordance with the provision of the Fair Labor Standards Act.

Section 5. Claim Disputes. When disputes arise concerning the disallowance of a travel claim, the employee and his representative will discuss the matter with the travel requesting official. If no settlement is reached at this level, the employee and his/her representative may contact the travel pay office for solution, guidance, or further processing to higher authority.

Section 6. Rental Vehicles and on-Site Travel.

a. In the event that an employee is not authorized a GSA or commercial rental vehicle while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business will be paid for by the Employer. If the employee is authorized a rental vehicle, the expense for the rental vehicle may be charged to the traveler's Government furnished credit card. Gasoline costs for personal use of rental vehicle will not be reimbursed.

b. In those circumstances where the Employer makes the rental car reservations for the employee, the employee shall not be required to determine the cost effectiveness of such reservations. The employee shall be responsible for assuring that the rate charged by the rental firm does not exceed the rate stated on the reservation notice. Employees are expected to be conscientious guardians of the taxpayers' funds, to use the rental car only in accordance with the current JTR, to forego use of rental car if an opportunity for a cheaper alternative exists that does not adversely affect the traveler's mission.

ARTICLE 20

PHYSICAL ENVIRONMENT

If an adverse environmental condition occurs the Director of PDSC or his designee will make an appropriate decision in the best interest of the employees.

ARTICLE 21

SENIORITY

In all cases where seniority is used in this Agreement, the following definition will apply:

Seniority is defined as the Service Comp Date in Block 31 on Employees' SFS0. When employees have the same service comp date, ties will be broken by:

- a. Time in the Bargaining Unit
- b. The oldest Employee

ARTICLE 22

TRAINING AND EMPLOYEE DEVELOPMENT

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

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

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

d. If necessary, training is encouraged to be utilized to realign skills of excess employees for placement in valid positions.

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

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

g. Upward Mobility

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

(2) The Employer agrees that when Upward Mobility positions are established, the Union will be notified. The Union may request to negotiate.

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

ARTICLE 23

MERIT PROMOTION

PDSC will adopt and follow the Merit Promotion Article in MICOM Agreement dated 19 June 81, and any future Merit Promotion Article negotiated in the AMCOM Agreement. (MICOM became AMCOM, but the terms are interchangeable for the purposes of this Article.)

ARTICLE 24

TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES)

PDSC will adopt and follow the TAPES Article in MICOM Agreement dated 19 June 81, and any future TAPES Article negotiated in the AMCOM Agreement. (MICOM became AMCOM, but the terms are interchangeable for the purposes of this Article.)

ARTICLE 25
HOURS OF WORK AND TOURS OF DUTY

Section 1. Basic Tour of Duty

The normal basic tour of duty will consist of five consecutive eight-hour days, Monday through Friday, less 30, 45, 60, 75, and 90 minutes for lunch period each day. A period of seven consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes a normal administrative work week.

Section 2. Changes in Tour of Duty and Administrative Work Week

Changes in the prescribed basic regular tour of duty or normal administrative workweek for specified individuals or for special groups of employees may be approved by the Director, or the Director's designated representative. The delegation by the Director to his/her representative must be placed in writing prior to becoming effective.

Section 3. Coverage

Tours of duty will cover a minimum of 40 hours per administrative week for all full time employees, except for employees on an alternate work schedule or other employees whose appointments are less than 40 hours per administrative week.

Section 4. Compensatory Overtime

Nonexempt employees may choose to work compensatory time in lieu of paid overtime, however, nonexempt employees cannot be required to work compensatory time. Compensatory time to an employee's credit will be used before annual leave is charged. Compensatory time earned and not used within the prescribed 13 pay periods will automatically convert to paid overtime.

Section 5. Alternative Work Schedule (AWS)

The AWS system includes an 8-hour day/40-hour week, a 5-4/9 compressed work schedule (CWS), 4/10s, and credit hours. The Flexitour beginning hours are between 0630 and 0830, and the ending between the hours of 1530 and 1800. Lunches can be taken in increments of 30, 45, 60, 75, and 90 minutes.

a. The CWS, a 5-4/9 schedule, will consist of 8 workdays of 9 hours per day and 1 workday of 8 hours within the biweekly pay period for full time employees. Employees on CWS will have one day off during each biweekly pay period. Employer, with input from the employee as to his/her preferred off day, will be responsible for determining each employee's off day and his/her short day which will be set by mutual agreement. The off day can be any day of the workweek. Access to the more desirable days off shall be afforded to

all employees. However, ties, for which day off, will be broken by seniority (as stated in the Seniority Article). This applies to both a. and b.

b. The CWS, a 4-10 schedule, will consist of 8 workdays of 10 hours per day and 1 day off per week (2 days within the biweekly pay period).

c. Credit Hours. Employees may, with approval of their supervisors, schedule and work credit hours. Credit hours can be worked in quarter hour increments up to a maximum of 1 credit hour per day. In those unusual situations, when it is necessary for an employee to stay late to complete a project, credit hours may be approved in ¼-hour increments beyond the scheduled workday up to ½ hour beyond a scheduled nine-hour day (eight regular hours and one credit hour). Credit hours may not be earned on days that leave is taken. Credit hours can be worked and used on the same day, or credit hours may be "saved" for use in subsequent pay periods. However, full-time employees may not save more than 24 credit hours for use in subsequent pay periods. Therefore, balances over 24 hours must be used within the same pay period in which they are earned. Part-time employees may not carry more than 30 percent of their biweekly basic work requirements to a subsequent pay period. Credit hour balances in excess of the maximum carryover at the end of the pay period must be forfeited.

Employees may change their work schedule at any time after four pay periods. A written request will be submitted to the immediate supervisor two weeks prior to the start of the pay period for which the change is desired to begin. However, a change of work schedule, by the employee is permitted at any time, as long as it is agreeable with the supervisor.

In a pay period with a holiday(s) that falls on an employee's schedule, as either a 10- hour, 9-hour, or 8 hour, the holiday is counted in the employee's workweek. The employee does not have to make up the one or two hour difference in an 8-hour holiday. When a holiday falls on a scheduled CWS day off and the day off is Monday through Thursday, the employee will take his/her day off on the day following the holiday. When a holiday falls on a scheduled day off and the day off is Friday, the employee will take the day off on the Thursday before the holiday.

Training, TDY, or special assignments will be worked on the schedule predetermined by the employee and the employer.

d. For PDSC employees who are engaged in course support, evaluation, and maintenance, AWS will only be allowed during pay periods where no courses are scheduled which require their support. The change in schedule will be with supervisory approval. Supervisor will notify the appropriate timekeeper of the changed work schedule.

ARTICLE 26
DISCIPLINE - ADVERSE ACTIONS

Section 1.

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

Section 2.

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

Section 3.

Employees shall not be disciplined except for such reasons as will promote the efficiency of the Federal Service. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor or the designated representative, shall undertake a preliminary investigation and hold discussions with the Employee concerned. When the supervisor holds discussions with the Employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor shall tell the Employee the purpose of the investigation and the Employee shall be entitled to have a Union representative present.

Section 4.

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

Section 5.

The Employer agrees that discipline shall be administered in a fair and impartial manner and that no Employee will be disciplined except as provided by law and regulation. Disciplinary actions, in order to be effective, should be timely.

Section 6.

Disciplinary action shall be administered against offending Employees for corrective or punitive reasons, depending upon the nature of the misconduct.

Section 7.

The Employer agrees to consider using the Agency Table of Penalties and to consider relevant mitigating, extenuating, and aggravating factors in selecting penalties.

Section 8.

The Employer agrees to the following:

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

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

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

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

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

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

g. The employer agrees not to use any electronic device to monitor Employees time. This does not affect employer's right to use electronic devices for security purposes.

ARTICLE 27
POSITION/JOB DESCRIPTION

- a. Job descriptions shall be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties shall be covered by the same job description.
- b. Copies of job descriptions shall be distributed to the Employees upon completion of official personnel actions affecting the Employee's duty assignment.
- c. When the term "other duties as assigned" is used in a job description, the term is understood to mean tasks which are normally related to the position and which are of an incidental nature. This term includes assignment of additional or incidental duties to Employees in extreme circumstances when declared only by the Director.

ARTICLE 28
POSITION/JOB CLASSIFICATION

- a. The Employer will establish positions that are in consonance with mission requirements.
- b. Any Employee in the Bargaining Unit who believes that his/her position is improperly classified shall first consult with his/her supervisor for information as to the basis for the classification of his/her position. If the Employee is not satisfied with the explanation received, the supervisor shall request consultation by a personnel specialist of the CPAC with the Employee and the supervisor in an effort to resolve the Employee's dissatisfaction informally.
- c. In the event that the Employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, he/she shall be informed by the supervisor of appeal channels that are available to him/her as prescribed by classification appeal regulations and procedures. He/she may designate a Union representative to represent him/her during the appeal process.
- d. When a determination has been made by the Employer to change the grade of a filled position to a lower grade in a classification action, the main Union Office will be notified.

ARTICLE 29

REDUCTION IN FORCE, TRANSFER OF FUNCTION AND FURLOUGH

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

- (1) An explanation of the requirement for the RIF, TOF, or Furlough.
- (2) The approximate number of Employees who may be affected initially.
- (3) The proposed competitive areas and competitive levels that may be affected.
- (4) The anticipated effective date of the action.
- (5) The expected duration of a Furlough. In addition, the Employer shall permit the Union to attend any anticipated RIF, TOF, and Furlough meetings.

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

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

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

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

f. The name of any career or career-conditional employee who is separated by RIF action shall be placed on the Re-Employment Priority List IAW appropriate regulations, unless the Employee desires otherwise. Employees who notify the Employer at the time of separation that temporary employment will be accepted shall be considered for positions for which qualified on a temporary basis prior to considering lower category candidates. Acceptance of a temporary position, not requiring a PCS move, by the Employee on the Re-Employment Priority List, shall not affect eligibility for re-employment in a permanent position prior to 12 months after effective date of the separation.

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

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

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

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

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

I. Competitive Areas and Competitive Levels: Competitive areas and competitive levels shall be established IAW guidance in 5 CFR 351.

ARTICLE 30
REORGANIZATION

- a. It is agreed that the Employer shall notify the Union at least 120 calendar days in advance (or as soon as possible if less than 120days) of an anticipated reorganization/realignment.
- b. The Employer shall provide the Union an opportunity to participate throughout the process.
- c. The Union will be briefed in the following manner:
 - (1) Briefed as soon as possible prior to the organization being established.
 - (2) The briefing will show the present organizational structure and the proposed organizational structure to include grade, title, and series.
 - (3) The Union will be furnished the proposed reorganization information, as appropriate.
 - (4) Any planned adverse actions will show the grade, series, title, and names of Employees affected, when available.
 - (5) At the time that additional information is known, the Union will be notified.

ARTICLE 31
INCENTIVE AWARDS - SUGGESTION PROGRAM

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

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

ARTICLE 32

WITHIN GRADE INCREASES FOR GENERAL SCHEDULE EMPLOYEES

- a. Advancement in pay called "within grade" increases for General Schedule Employees whose performance is at an acceptable level of competence are provided for those Employees who have met the prescribed length of service in grade (waiting period).
- b. All supervisors shall keep their Employees advised of Employee performance IAW the Total Army Performance Evaluation System (TAPES). The determination as to whether an Employee is or is not performing at an acceptable level shall be based on the Employee's performance during the waiting period.
- c. Initial determination shall be made by the immediate supervisor or his/her designated representative responsible for recommending performance ratings.
- d. If a determination has been made that an Employee's performance is not at an acceptable level of competence, the supervisor shall inform the Employee in writing stating the reasons thereof. The written notice shall be given to the Employee 30 days prior to the proposed effective date of the within grade increase. The Employee shall be given 30 to 60 days to improve his/her performance. In the event that the Employee's performance improves to an acceptable level, the within grade increase shall be granted on the first day of the first pay period after the acceptable determination has been made.
- e. An Employee who receives a negative determination may, within 15 calendar days of receipt of the notice of negative determination, submit a written request for reconsideration through supervisory channels to the CPAC Director. The Employee has a right to select a Union representative of his/her choice to assist the Employee in the written request and any oral presentation.
 - (1) The Employee's written request must include:
 - a. The Employee's name and organization.
 - b. The reasons why he/she believes the decision should be reconsidered.
 - c. Whether or not he/she desires an investigator be appointed.
 - (2) If the Employee has requested an investigator, the CPAC shall, within 7 workdays after receipt of the request, furnish the Employee a list of three investigators from which he/she will select one. Selection of an investigator by the employee shall be accomplished within 3 workdays after receipt of the list from CPAC. The CPAC shall then officially designate the investigator selected and provide them the reconsideration file.

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

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

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

ARTICLE 33
TABLES OF DISTRIBUTION AND ALLOWANCES

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

ARTICLE 34
OVERSTRENGTH POSITIONS

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

ARTICLE 35
EMPLOYEE ASSISTANCE PROGRAM

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

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

c. The EAP is designed to assist employees in:

(1) Prevention of alcohol abuse and alcoholism.

(2) Prevention of drug abuse and dependency on drugs.

(3) Referral for treatment of emotional-behavioral problems.

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

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

e. The supervisor will encourage Employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism, drug abuse to voluntarily seek counseling and information from the EAP. The earlier that an Employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the Employee's chances for a satisfactory solution to the problems.

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

Employee confidential assistance and services that are available.

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

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

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

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

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

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

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

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

ARTICLE36

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- a. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, color, religion, age, sex (gender), physical or mental handicap, sexual harassment, national origin, or reprisal.
- b. The Union and the Employer shall cooperate to the fullest extent to assure Equal Opportunity in hiring, training, promotions, and other conditions of employment for all Employees.
- c. The Union recognizes that the Employer has the responsibility for development and implementation of an Affirmative Action Plan (AAP). The Union agrees to work in concert with the Employer in support of this program consistent with current rulings of the U.S. Supreme Court.
- d. Activities, facilities, services, and training programs operated, sponsored, or participated in by this installation will be made available to all Employees without discrimination.
- e. The Employer's EEO Officer shall provide a copy of the annual progress report on the EEO Program to the Union, and also a copy of Published statistical information to the Union when such information is specifically requested and identified.
- f. The Union will be able to represent the Employee in an EEO complaint and the Union official will be on representational time.
- g. Union representatives may be considered for appointment as EEO counselors only to the extent that the duties of such do not present a conflict of interest. Employees' membership in the Union shall not be a factor with regard to the Employee serving as a counselor. The representative shall be provided information and rights concerning the complaint IAW AR 690- 600 and 29 CFR 1614.

ARTICLE 37

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - Purpose:

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances, which includes arbitration. This is the exclusive procedure available to the Employer and the Union and employees in the bargaining unit for resolving such grievances.

Section 2 - Coverage and Scope:

A grievance means any complaint:

- a. by an employee(s) concerning any matter relating to the employment of the employee(s);
- b. by the Union concerning any matter relating to the employment of any employee; or
- c. by any employee(s), the Union or the Agency concerning:
 1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 2. any claimed violation, misinterpretation, or a misapplication of any law, rule or regulation affecting conditions of employment.
 3. any claim of reduction-in-force, adverse action, within grade increase, and EEO issues can be taken either through the grievance procedure, appeal procedure, or EEO procedure. However, only one of these actions can be utilized.
- d. This grievance procedure does not apply to:
 - 1) A violation relating to political activities
 - 2) Retirement, life insurance or health benefits
 - 3) A suspension or removal for national security reasons
 - 4) Any examination, certification or appointment, or
 - 5) The classification of any position which does not result in the reduction of grade or pay of an employee.

6) A-76 appeals (A-76 has its own appeal process)

Section 3. Exclusivity:

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative.

Section 4 - Representation:

- a. Bargaining unit employee(s), filing a grievance under this procedure, may represent themselves or be represented only by a designee of the Union.
- b. Upon filing of a grievance, whether an employee is self-represented or represented by a designee of the Union, the Union has the right to be present during the grievance proceeding.
- c. Where the grievant elects Union representation, meetings and communications with regard to the grievance attempts at resolution shall be made through the designated Union representative.
- d. For employees on flextime, the parties agree to schedule all steps in the grievance process during the core hours of the grievant and representative unless the parties mutually agree otherwise.

Section 5 - Resolution of Grievances and Employee Standing:

The Union and the Employer agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Employer may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Employer and the Union to settle grievances at the first step of the grievance procedure. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal consistent with 5 U. S. C. 71 and this agreement, in seeking adjustment of grievances.

Section 6. - Alternate Dispute Resolution (ADR):

ADR will be used throughout the process. ADR does not have to be formally invoked. The parties may utilize ADR methods as they determine appropriate, depending on the nature of the particular grievance.

Section 7 - Official Time:

Bargaining Unit members, who are grievants, if in an active duty status, shall be allowed a reasonable amount of official duty time during their regular work hours for participation in the procedure of this Article. A Union representative shall have the opportunity to represent an Employee during the appeal and complaint process and will be placed on Official Time for the preparation and attendance at meetings with the grievant and with the Employer. The PDSC representative will be given the same opportunity as the grievant in the use of Government equipment and supplies in the preparation of grievances. Witnesses, when called to participate during the grievance process and preparation thereof, shall be granted official duty time based on the same provision as the grievant. In lieu of using his/her own personal PDSC computer, the PDSC will set up a computer in a specific location that will have processing software and access to the Internet. This central computer shall be used both by the grievant and the Union representative to prepare any written documents necessary. The grievant and/or Union representative will have been given official time to use this computer workstation. It is understood that the Internet will only allow access to publicly accessible sites. In the event an employee or representative needs further access, if they have the right passwords, they should be able to gain the specific access they are seeking.

Section 8. Identical Grievances:

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

Section 9. Time Limits:

- a. A grievance concerning a continuing practice or condition may be presented at any time.
- b. A grievance concerning a specific incident shall be filed within 20 working days of the occurrence or knowledge of the occurrence.
- c. Proof of service shall be a return post office receipt executed by the person served; or a written acknowledgement from the person served when hand delivered.
- d. All the time limits in this article may be extended by mutual consent.

Section 10. Third Step Grievances and EEOC:

Employees may file grievances concerning disciplinary actions and adverse actions beginning with the third step of the grievance procedure. Grievances which include EEO

issues, can be reviewed by the Equal Employment Opportunity Commission (EEOC) Washington, D. C., following the third step or arbitration completion (whichever is appropriate).

Section 11. Grievability/Arbitrability Questions:

In the event either party should declare a grievance nongrievable, nonarbitrable, or untimely, the issue can be referred to threshold arbitration.,,,

Section 12. Procedures for Employee Grievances:

At any step of the grievance procedure, if the Employer does not meet the time frame, the grievance can be elevated to the next level. If the Employee or the Union does not meet a grievance timeframe, the grievance may be terminated. However, the parties can mutually agree to extend time frames.

Step 1

The employee and/or his/her Union representative shall meet with the immediate supervisor and advise him/her that he/she wishes to file a grievance. The supervisor shall acknowledge the request and set a mutually agreeable time and date for the first step meeting, normally within 10 workdays. At the meeting, the Employee and his/her Union representative, if any, must present in writing, the nature of the problem and the personal relief sought.

Step 2

If the employee is not satisfied with the decision of the first step supervisor, the employee or his/her representative shall within 5 workdays after receipt of the decision, provide a written notice to the first step supervisor informing that the employee is elevating his/her grievance to the 2nd Step. The Second Step Grievance will be written in the format listed at Appendix A. Upon receipt of the written notice of the grievant, the first step supervisor shall make arrangements for a second step meeting between the Employee, his/her Union representative, and the Second Step official. The second step-deciding official will be below the Director, PDSC, as long as there is enough line supervision. In some unique cases, the employee's first line supervisor may be the Director. A mutually agreeable date and time for a second step meeting will be held within 10 working days of receipt of the 2nd Step Grievance. Documents relating to the grievance and utilized by any party at this meeting shall be made available to the Deciding Official. By mutual consent, the Union and/or the Employer shall be able to have trainees present during the meeting as observers. The grievant or Union representative, if any, shall present the case. The second step-deciding official shall provide a stenographer to take minutes or a tape recorder can be used in lieu of a stenographer. The tape recording has to be agreeable with all parties. If a tape recorder is used, a copy of the tape will be furnished to the Union. If the grievant is not represented by a Union

Representative, the tape will be furnished to the grievant. If minutes are taken, a record of the meeting will be given to the grievant and his/her union representative. It is understood that a stenographer will not produce a transcript - but will produce a record of the meeting as close to verbatim as possible. The second step-deciding official shall render a written decision to the employee and the Union President at the main Union office, with minutes, documentation, and the basis for the decision within 10 workdays after the Second Step meeting.

Step 2. OPTION

Since the PDSC has very few levels of supervisory personnel, an employee may not have Step 2 level supervisor in order to proceed to the 2nd step grievance process. If this is so, the employee must combine steps 1 and 2. After receiving the written decision, he/she can then proceed to step 3 or the employee may elect to have a peer panel hear the step 2 grievance. If the employee's immediate supervisor is the PDSC Director, then he/she must have a peer panel hear the combination 1 and 2 steps grievance or combine all three steps and go directly to the PDSC Director.

Step 3.

If the second step grievance decision is not agreeable, the employee or his/her Union Representative may invoke the third step grievance within 10 workdays of receipt of the second step decision. The grievance must be in writing and include the following:

- a. THRU: Supervisory Channels
- b. TO: Director, PDSC, ATTN: CPAC, AMSAM-PT-CP
- c. Employee is filing grievance in accordance with the Agreement.
- d. Name and Organization of Employee
- e. Union Representative (if any)
- f. A statement of whether a Position Paper will be submitted
- g. Nature of Grievance with violations of Agreement, law, and regulations listed.
- i. A statement is made that the grievance has gone through the first and 2nd step grievance process.
- j. A copy of the 2nd Step Grievance and the 2nd Step Decision attached.
- k. Personal Relief Sought

I. Copy to the 2nd Step Deciding Official, President, AFGE Local 1858, Union Representative, and informational copy to CPAC servicing generalist, at AMSAM-PT-CP. The Position Paper will be sealed and sent through the CPAC to the Director, PDSC within 10 workdays following the third step submission. The third step-deciding official will render a decision to the grievant and the Union President at the Main Union Office within 20 workdays of the Position Paper submission.

PEER PANEL OPTION

Any employee can choose to utilize a Peer Panel at the second step. If the employee elects the peer panel, the employee shall name 4 employees to be on the panel. The employees shall be of no lesser grade than the grievant, and shall not be supervised by the same first line supervisor as the grievant. The first line supervisor shall select 3 of the 4 employees to serve as the panel. The panel will hear the grievance and make an advisory decision within 10 working days of the 2nd step hearing's conclusion. The Director, PDSC, reviews the advisory decision and has 20 working days to render a final decision. By utilizing the Peer Panel, it does not in anyway impede the employee in pursuing his/her case to arbitration. At the Peer Panel Hearing, the grievant or his/her representative will present the case, which may include exhibits and witnesses. A copy of the Peer Panel's advisory decision, and the Director's final decision will be furnished to the grievant and the Union President at the Main Union Office.

Oral Presentation at the 3rd Step.

The Union will be allowed no more than 15 minutes to orally brief the position paper to the third step deciding official or comments concerning the advisory decision made by the Peer Panel. The Union must initiate arrangements for the briefing within 5 workdays after submission of the Union Position Paper or from receipt of the Peer Panel's Advisory Decision. In attendance will be the Grievant or his/her Union Representative and the PDSC Director. Any exceptions to this attendance will require the written concurrence of both parties. If the grievant represents himself/herself, a Union representative may act as an observer.

Section 13 - Union Employer Grievance Procedure:

Should a grievance arise between the Employer and the Union which falls within the scope of this Agreement and which is not an individual Employee's grievance, the matter shall be resolved in the following manner: The complaining party shall notify the other party of the grievance in writing within 15 workdays after the act or specific incident giving rise to the grievance. Within 10 workdays of such notification, the complaining party shall schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party shall so advise the other party in writing within 10 workdays after the most recent discussion. Within 20 workdays of this advice, the complaining party may request mediation or arbitration in accordance with Sections 14 and 15 of this Article.

Section 14- Mediation:

At the conclusion of the third step, a party may request Mediation assistance in resolving a grievance. If Mediation is requested the grievance will be placed on hold for thirty (30) days. If the grievance is not resolved within 30 days and the time frame is not mutually extended, Arbitration can be invoked.

Section 15 - Arbitration:

This procedure provides for the arbitration of unresolved grievances, which have been processed under the negotiated grievance procedure of this Article. The Employer and/or the Union may invoke arbitration, but not the Employee.

Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to grievability, arbitrability, or statutory appeal procedures under this Agreement may be referred by either party to an arbitrator for decision. The non-prevailing party bears the cost of this threshold arbitration. Grievance or arbitration proceedings will be halted without prejudice to either party until the parties receive a decision from the designated arbitrator. A request for arbitration by the Employer or the Union must include the following:

- (1) Be in writing and addressed to the Director, PDSC, or the President, Local 1858, AFGE, as appropriate;
- (2) Specify the issue, reasons for the request, and the Article(s) of this Agreement, policies, regulation(s), as may be appropriate under applicable law which are at issues;
- (3) Specify the relief sought; and
- (4) Be submitted within 20 workdays after the following action: Receipt of notice rejecting an issue for grievance or arbitration by either party or notification from mediator within the time frames of mediation (Section 14 above) that the grievance cannot be resolved.

No later than 20 workdays from the date of receipt of the written arbitration request, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The moving party shall, within 10 workdays after receipt of this list, arrange to select an arbitrator. If they cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

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

The fee and expenses, if any, of the arbitrator (including the FMCS charge for arbitrator

lists) shall be borne equally by the parties. It is understood that the travel and per diem cost shall be limited as specified in applicable regulations. Cost of witnesses will be borne by the party requesting appearance of said witness. Upon mutual agreement by the parties a transcript shall be made and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement, the requiring party shall bear the entire cost.

The arbitrator shall be requested by the parties to render his/her decision no later than 20 workdays after the conclusion of the hearing unless the parties agree otherwise.

The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend, or modify this Agreement. The arbitrator's decision is subject to the provisions of this negotiated Agreement, existing laws, Executive Order, regulations, and policies. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union. The arbitrator's decision is binding on the parties.

It is understood that either the Employer or the Union may file an exception to the Arbitrator's award with the Federal Labor Relations Authority or Federal Court under applicable regulations. In the event an arbitrator's award is appealed by the Union or Employee, the award will be stayed until final determination. When the arbitrator has been selected IAW this Article, the party withdrawing from arbitration prior to the arbitration hearing shall pay the full cost of any cancellation fee charged by the arbitrator. However, if the arbitration is cancelled by mutual agreement, or through no fault of either party, the costs will be shared by the parties.

APPENDIX A

SECOND STEP - EMPLOYEE'S WRITTEN GRIEVANCE REPORT

Employee's Name Series and Grade _____

Title

Telephone Organization _____

Supervisor

Name of Representative (if any) and Telephone Number _____

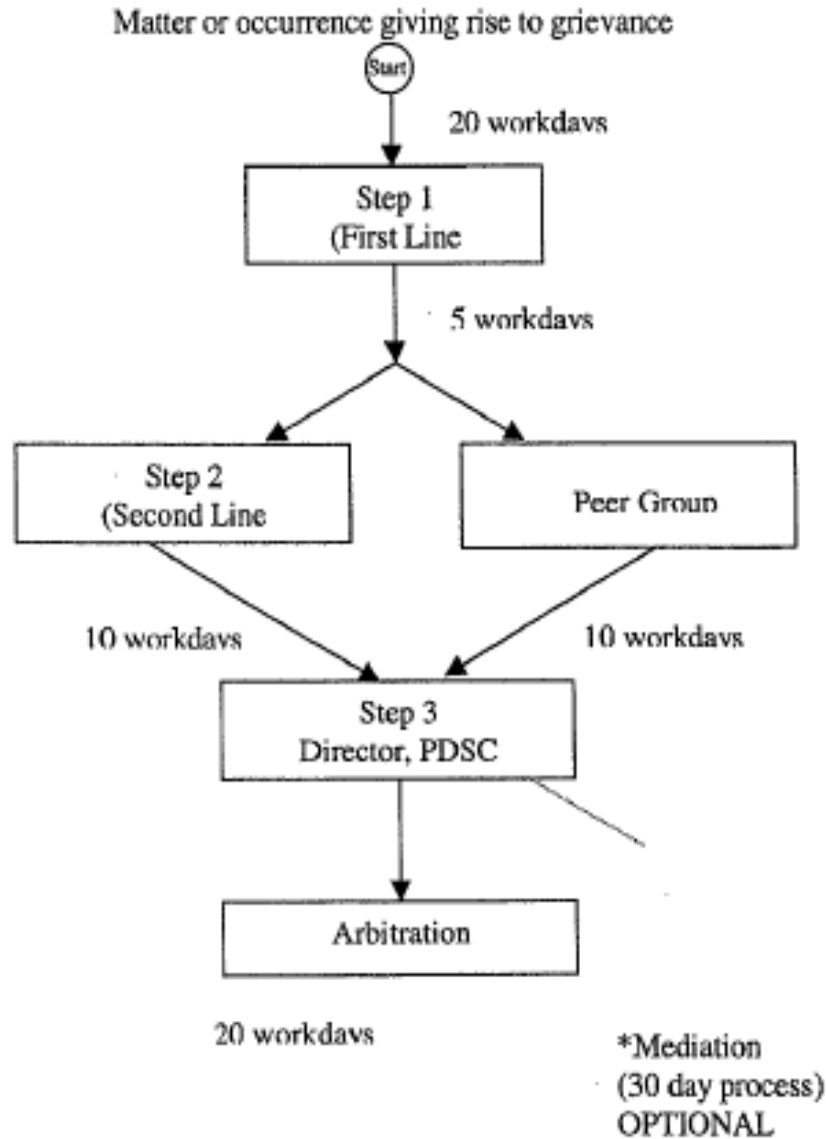
Nature of grievance, including Article(s) of the negotiated agreement, policies, and regulation(s) as may be appropriate under applicable law (to include specific paragraph, subparagraphs, etc.), an explanation specifying how, when, and to what extent the negotiated agreement, policies or regulation(s)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

Personal Relief Sought:

Date _____

Negotiated Grievance Procedure

The time frames shown only reflect the days a grievant has to proceed to the next step. These times are mandatory unless they have been mutually extended.



*For employees that have only one level of supervision, or just two levels of supervision, some of the above steps will be combined.

*For mediation, this is an optional process that will state the time for proceeding to arbitration.

ARTICLE 38

WORKER'S COMPENSATION

- a. The Federal Employee's Compensation Act (FECA) provides for benefits to Activity Employees who are injured, become ill, or die as a consequence of their Federal employment. Such benefits shall constitute the exclusive remedy for work-related injury or disease for Activity Employees. The U.S. Department of Labor (DOL) is responsible for administering the provision of the FECA.
- b. The appropriate management organization is responsible for coordinating the FECA program and for ensuring that Employees are aware of the benefits to which they are entitled. The appropriate management organization is responsible for reviewing claims for correctness prior to submitting to the DOL for adjudication.
- c. Where there is an on-the-job injury, the injured Employee shall be instructed to obtain medical attention as soon as possible. If the injured employee is incapable of driving himself/herself, the supervisor will be responsible for arranging proper transportation. Activity Employees are responsible for reporting all work-related injuries to the supervisor.
- d. The injured Employee, or a person acting on his/her behalf, shall complete the Employee's portion of the required injury forms and give them to the immediate supervisor or his/her designated representative who will review the Employee portion of the form, finalize the supervisor's report and forward the completed package to the appropriate management organization in a timely manner. The Employee is also responsible for apprising the supervisor of his/her current medical condition/restrictions once a claim for injury/illness has been filed.
- e. If any Employee feels he/she has not received fair treatment regarding an on-the-job injury or occupational disease, he/she may report the incident to the Compensation Claims Office.
- f. The Union may assist an Employee with compensation claims at the Employee's request. The Employee must designate his/her representative in writing and forward a copy of this designation to both the CPAC and DOL.
- g. The Employer will ensure that all affected members of the bargaining unit are made aware of their rights concerning Worker's Compensation.
- h. The Employer shall provide the Union with the name of a contact person who may be contacted by a bargaining unit Employee to provide information and assistance in

processing an injury claim which the Employee has filed. The name of the contact person shall be provided to the Union within 30 days after the effective date of the Agreement. This designation shall be kept current.

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

ARTICLE 39

CONTRACTING OUT AND PRIVATIZATION

Section 1:

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

Section 2:

Periodic briefings will be held between the activity and the local Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement, on decisions affecting unit employees.

Section 3:

The activity will provide the local Union, in a timely manner, copies and drafts of pertinent information concerning all cost studies, specifically to include: the invitation for bid (IFB), request for quotation (RFQ), or request for proposal (RFP); abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to the performance work statement; and all bidder questions and activity answers related to the performance work statement. This information will be provided to the extent not prohibited by Law and Regulation, and to the extent that such material is not a part of internal management deliberations.

Section 4:

The activity will include Union representation on the agency/installation oversight or advisory/steering group when an A-76 cost study is being conducted or an in-house bid prepared, to the extent that such participation will not violate or interfere with internal management deliberations. If necessary, the Union will execute non-disclosure agreements.

Section 5:

The activity will include a Union representative in the "walk through" by bidders of the function undergoing a cost study.

Section 6:

Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The Union will be given an opportunity to participate in such briefings.

Section 7

The Employer recognizes the "right of first refusal;" required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by direct result of such contract, the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such displaced employees are qualified, and does not apply when such employees would otherwise be prohibited from such employment by the government post-employment conflict of interest standards. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit employee of any right he or she might otherwise have under applicable RIF procedures. Such refusal may, in accordance with applicable laws and regulations, affect the employee's entitlement to severance pay.

Section 8

The parties reserve the right to negotiate during the term of this Agreement over any contracting out matter not specifically provided for in this Article.

ARTICLE 40

INVOLUNTARY REASSIGNMENTS

a. Involuntary reassignments may be necessary when needs of the Employer require non-RIF related reassignments. Management will first consider qualified volunteers. In cases where specific expertise is required, management will select from qualified employees. In those cases where specific expertise is not required and a reassignment is necessary from among employees in the same position description number, the selection will be made based on the seniority article.

b. Employees selected for involuntary reassignments will be given a written notice of not less than 30 calendar days. This notice will be in writing and state the reasons for reassignment. The selected employee will be given an opportunity to reply orally or in writing within 15 calendar days after receipt of the reassignment notice.

ARTICLE 41

VIOLENCE IN THE WORKPLACE

If there is a report of a threat or potential threat of violence, the supervisory chain at PDSC will notify the Union if the allegation concerns a bargaining unit member, investigate the allegation, and determine if there is a need to request assistance from Huntsville Center - security, safety, legal, EEO and/or CPAC, as required. If there is a meeting, the Union will be invited to attend and participate in the meeting.

ARTICLE 42

DRUG TESTING PROGRAM

PDSC will adopt and follow the Drug Testing Program procedures that are negotiated for the AMCOM Agreement. Until that AMCOM Article is negotiated, PDSC will follow the Army procedures that are in place.

ARTICLE 43

DETAILS

- a. Details are intended only for meeting temporary needs when necessary services cannot be obtained by other desirable or practicable means and will be kept as short as possible.
- b. The circumstances of when Employees may be detailed include, but are not limited to, emergencies caused by abnormal workload, special projects or studies, change in mission or organizations, extended absences, pending description and classification of a new position, or pending security clearance.
- c. If the need for services is not strictly temporary, the Employer will consider making a permanent assignment to meet the need.
- d. Details of employees to lower graded positions will be kept within the shortest practicable time limits as required by applicable regulations.
- e. Details to a higher-grade position or to a position with more promotion potential: An Employee may be detailed to a higher grade position or to a position with more promotion potential up to 120 days. Competition is required after the initial 120 day period. Service in a detail position during the initial 120 day period shall not be used as the only determining factor for promotion purposes.
- g. Details of Employees to same or higher-grade positions will be kept within the shortest practicable time limits as required by applicable regulations.
- h. Details in excess of 30 days to higher graded positions or to a position with more promotion potential must be documented on an SF 52.