

THIS NEGOTIATED AGREEMENT  
BETWEEN  
HEADQUARTERS U.S. ARMY MATERIEL COMMAND  
AND  
THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
LOCAL 1332

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## PREAMBLE

Pursuant to the policy set forth In Public Law 95-454, Civil Service Reform Act of 1978, as enacted, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Headquarters United States Army Materiel Command, hereinafter referred to as the employer, and the National Federation of Federal Employees, local 1332, hereinafter referred to as the union, and collectively known as the parties, for the employees in the units described below, hereinafter referred to as the employees.

Public Law 95-454 recognizes that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employer involving conditions of employment.

Further, the law recognizes that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. The well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to improve the conditions of their employment through consultation and collective bargaining on matters affecting conditions of their employment and by maintaining a constructive and cooperative relationship between the Union and the Employer.

The contents of this agreement apply only to employees in the bargaining unit. Now therefore, the parties, pursuant to the Certificate of Representation dated September 30, 1974, with amendment dated 9 September 1988 and 12 November 1991, agree as follows:

## ARTICLE 1 DEFINITIONS

The following definitions of terms used in this agreement shall apply.

**SECTION A. ABUSE OF LEAVE:** A pattern of leave use by an employee which indicates the need for corrective action (e.g., frequent unplanned emergency leave requests, using leave as soon as it is earned, frequent charges of Leave Without Pay because of the unavailability of paid leave, frequent requests for sick leave when there is no apparent medical condition requiring such absences).

**SECTION B. ADVERSE ACTIONS:** Removals, Suspensions for longer than 14 days, Reduction in Grade, and Furloughs for 30 days or less.

**SECTION C. AMENDMENTS:** Modifications of the Basic Agreement by adding, deleting, or changing portions, sections, or articles of the agreement.

**SECTION D. AUTHORITY:** The Federal Labor Relations Authority (FLRA), whose powers and duties are described at 5 U.S.C. Section 7105.

**SECTION E. CAREER EMPLOYEES:** Those employees who have completed the required service (three years) in the competitive service and have been converted to career tenure.

**SECTION F. COMPELLING REASONS:** Circumstances which adversely impact on the Employer's ability to perform its mission, to maintain order in the workplace, or to accomplish other fundamental management responsibilities.

**SECTION G. CONFIDENTIAL EMPLOYEE:** An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the area of labor relations.

**SECTION H. DA CAREER REFERRAL:** The process governed by AR 690-950, Career Management, for employees wishing to be considered for career program positions at the mandatory referral level.

**SECTION I. EMPLOYER:** HQ US Army Materiel Command, and the US Army Security Assistance Command.

**SECTION J. FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS):** In accordance with 5 U.S.C. 7119 the FMCS provides service and assistance to agencies and exclusive representatives in the resolution of negotiation impasses.

**SECTION K. FEDERAL SERVICE IMPASSES PANEL (FSIP):** In accordance with 5 U.S.C. 7119, the FSIP considers impasses upon the request of either party when the FMCS or other third party mediation fails to resolve a negotiation impasse.

**SECTION L. GRIEVANCE:** Any complaint by an employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

**SECTION M. IMPASSE:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters, through the negotiation process.

**SECTION N. LATERAL ASSIGNMENT:** When an employee is placed in another position at the same grade.

**SECTION O. MANAGEMENT DIRECTED REASSIGNMENT:** A reassignment directed by management when an employee has not agreed to a voluntary action.

**SECTION P. MANAGEMENT OFFICIAL:** An individual employed by the agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine or influence the policies of the agency.

**SECTION Q. MID-TERM BARGAINING:** Negotiations over Management initiated changes in the conditions of employment not covered by the collective bargaining agreement.

**SECTION R. MERIT PROMOTION VACANCIES:** For the purposes of Article 23, a vacancy which is announced locally rather than processed through a centralized referral system.

**SECTION S. MERIT SYSTEMS PROTECTION BOARD (MSPB):** An independent Government agency responsible for the adjudication of Federal employee appeals of agency personnel actions and for conducting special reviews and studies of Federal merit systems.

**SECTION T. NEGOTIATION:** Bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment and personnel policies and practices, with the view of arriving at a formal amicable agreement.

**SECTION U. OFFICIAL TIME:** Official time is time granted an employee in the bargaining unit to perform Labor-Management functions, e.g., grievance proceedings, contract negotiations, etc., when he/she would otherwise be in a duty status, without charge to leave or loss of pay and shall be considered hours of work. The provisions of 5 U.S.C. 7105 will apply.

**SECTION V. PROFESSIONAL EMPLOYEE:** An employee who meets the definition as described in 5 U.S.C. 7103 (a)(15).

**SECTION W. SUPERVISOR:** An individual with the authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action.

**SECTION X. SUPPLEMENTS:** Additional articles negotiated to cover matters not adequately covered by the Basic Agreement.

**SECTION Y. TESTING DESIGNATED POSITIONS (TDP):** Civilian positions identified by higher authority to participate in urinalysis.

**SECTION Z. UNION OFFICIAL AND/OR UNION REPRESENTATIVE:** Any accredited National Representative of the Union, and the duly elected or appointed officials of the Local, including Stewards, in accordance with the provisions of this agreement.

**SECTION AA. WRITING:** Any reference to a written document or a requirement to submit a document in writing will allow for electronic transmission (e.g. e-mail).

## ARTICLE 2 RECOGNITION AND COVERAGE

**SECTION A. EXCLUSIVE REPRESENTATIVE.** The Employer recognizes that the Union is the exclusive representative of all employees in the Units as defined in Section B of this article and the Union recognizes the responsibility and agrees to represent in good faith the interest of all employees in the Units as set forth below, without discrimination and without regard to labor organization membership.

**SECTION B. CERTIFICATION OF UNIT.** The Articles of the Agreement shall be applicable uniformly within Units A and B unless specifically designated otherwise by the agreement.

### 1. UNIT A - Non-Professional Unit

**Included Employees** All non-supervisory General Schedule and Wage Grade non-professional employees of the Headquarters U.S. Army Materiel Command; and the U.S. Army Security Assistance Command.

**Excluded Employees** All Professional employees, management officials, supervisors, confidential employees, temporary employees, employees engaged in personnel work in other than a purely clerical capacity, employees engaged in administering the provisions of Chapter 71 of Title 5 of the US Code, employees engaged in intelligence, counterintelligence, investigative or security work which directly affects national security and employees engaged primarily in investigation or audit functions relating to the work of individuals whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity

### 2. UNIT B - Professional Unit

**Included Employees** All non-supervisory General Schedule professional employees of the Headquarters, U.S. Army Materiel Command; and the U.S. Army Security Assistance Command.

**Excluded Employees** All non-professional employees, management officials, supervisors, confidential employees, temporary employees, employees engaged in personnel work in other than a purely clerical capacity, employees engaged in administering the provisions of Chapter 71 of Title 5 of the US Code, employees

engaged in intelligence, counterintelligence, investigative or security work which directly affects national security, and employees engaged primarily in investigative or audit functions relating to the work of individuals whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

### ARTICLE 3 MANAGEMENT RIGHTS AND OBLIGATIONS

**SECTION A. RETENTION OF AUTHORITY.** Management officials retain the right in accordance with applicable laws:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;
2. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
3. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
4. With respect to filling positions, to make selections from among properly ranked and certified candidates or any other appropriate source; and
5. To take whatever actions that may be necessary to carry out the Agency mission during emergencies.

**SECTION B. PERMISSIVE SUBJECTS.** Pursuant to Executive Order 12871, October 1, 1993, management has an obligation to negotiate over the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and on the technology, methods, and means of performing work so long as such negotiations do not conflict with management retained rights identified in Section A.

**SECTION C. IMPLEMENTATION AND IMPACT BARGAINING.** The Union has a right to request negotiations to the fullest extent of the law concerning (1) the procedures which management will observe in exercising its authority over management retained rights, and (2) appropriate arrangements for bargaining unit employees adversely affected by the exercise of management authority.

**SECTION D. SUPPLEMENTAL AGREEMENTS.** The requirements of this article shall apply to all supplemental, implementing or subsidiary agreements between the Employer and the Union during the life of the contract.

## ARTICLE 4

### EMPLOYEE RIGHTS AND OBLIGATIONS

**SECTION A. PROTECTED RIGHTS.** The Employer and the Union agree that employees in the Unit shall be protected in the exercise of their rights to freely, and without penalty or reprisal, form, join and assist a labor organization or to refrain from such activity.

**SECTION B. EMPLOYEE RIGHTS.** 1. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or agency policies.

2. The provisions of this agreement shall not nullify or abridge the rights of the employee to grieve or appeal the improper exercise of the management rights which impact on bargaining unit members.

**SECTION C. UNION REPRESENTATION.** The employee has the right to be represented by the union upon his or her request at:

1. Any formal discussion between one or more representatives of Management and the employee(s), or their representatives, concerning any grievance or any personnel policy, practices or other general conditions of employment.

2. Any examination of the employee by a representative of Management, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employees shall be provided annual notification of this right by the Employer.

**SECTION D. WHO MAY REPRESENT.** 1. An employee may be represented by an attorney or other representative other than the Union, of the employee's own choosing, in any grievance or appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation. However, this right does not contravene the provisions of Article 35, Section D.

a. For grievance steps 1, 2 and 3, grievants may represent themselves on their own behalf, or they can be represented by the Union. There are no other options such as employee hired attorneys or other representatives. This right does not contravene the provisions of Article 35, Section D.

b. An employee may represent themselves, select a representative of their own choice or hire an attorney to represent them during adverse action proceedings appealable to the MSPB. (see Article 35, Section D)

**SECTION E. VOLUNTARY PARTICIPATION.** Employees shall not be required to become or to remain a member of a labor organization, or to pay money to the organization except on a voluntary basis.

**SECTION F. RIGHT TO FILE.** It is agreed and understood that an employee has the right to file a complaint, grievance, or appeal without interference, coercion, or fear of reprisal. An employee acting in an official capacity for the Employer shall not interfere with or attempt to interfere with the filing of such a complaint, grievance, or appeal, or threaten to take any act of reprisal against an employee because he/she has filed or expressed an intention to file a complaint, grievance, or appeal.

**SECTION G. OFFICIAL DUTIES.** An employee is accountable for the performance of official duties and compliance with applicable laws and regulations of higher authority, including the standards of conduct for Federal employees.

**SECTION H. LEAVING WORK AREA.** An employee in the unit will obtain the supervisor's permission prior to leaving the work area to confer with a steward during work hours. The employee will notify the supervisor of approximate length of absence and where the employee may be contacted while absent. The supervisor will grant the employee permission when requested, unless there are compelling circumstances to the contrary, at which time the supervisor will make alternate arrangements with the employee. If the meeting exceeds one (1) hour, the employee will again notify the supervisor. The employee's discussions with the Steward will be limited to the minimum time essential to complete the business.

**SECTION I. FAIR TREATMENT.** All employees shall receive fair and equitable treatment from both parties in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, sexual orientation, age, or handicapping condition; and with proper regard for their privacy and constitutional rights.

## ARTICLE 5

### UNION RIGHTS AND OBLIGATIONS

**SECTION A. ORIENTATION.** The Union will orient all officers and stewards on the provisions of this Agreement, and its impact on bargaining Unit employees.

**SECTION B. UNION REPRESENTATION.** The Union shall have the opportunity to be represented at all formal discussions between the Employer and employee(s) or employee representatives concerning grievances, personnel policies and practices, or other general conditions of employment. The Union shall be notified at least one work day in advance of such meetings except when waived by mutual agreement.

**SECTION C. EXCLUSIVE REPRESENTATIVE.** The Employer recognizes that the Union is the exclusive representative of bargaining unit employees and is entitled to act for and to negotiate collective bargaining agreements covering such employees with regard to any matter affecting employee working conditions. The Union shall represent all bargaining Unit employees without discrimination and without regard to Union membership. The Employer agrees to fairly consider new policy, changes to policy, and suggested resolutions to problems affecting personnel matters and/or conditions of employment, which are proposed by the Union.

**SECTION D. UNION BUSINESS.** Internal Union business, such as membership drives, collecting dues, electing officers, attending Union meetings and distributing Union literature, will be conducted during the non-duty hours of the employees involved. Upon request, and subject to normal security procedures, the Union will be granted authority to conduct two (2) annual membership drives of not more than 30 calendar days each before and after duty hours and at lunch periods. These activities will be conducted in a non-duty area. Upon request and within available resources, the Employer shall provide the Union with tables, temporary bulletin boards and easels for use in such drives. Soliciting membership shall not disrupt duty workplaces.

## ARTICLE 6

### UNION REPRESENTATIVE'S RIGHTS

**SECTION A. UNION OFFICIALS.** The employer agrees to recognize the Officers of the Union, a Chief Stewart, stewards, and alternate stewards duly authorized by the Union, here after referred to as Union officials. The number of stewards shall be the number reasonably required in order to assure that each employee in the bargaining unit shall have ready access to a steward on the job site.

**SECTION B. LIST OF OFFICIALS.** The Union shall supply the Employer in writing and shall maintain with the Employer, on a current basis, a complete list of Union officers, stewards and alternate stewards, (alternate stewards will operate only in the absence of the primary steward) together with the organizational areas and locations where each has been assigned responsibility for representation. This list will be posted on the Employer's bulletin boards. Stewards shall be active or retired members of the unit and, if required, possess the appropriate security clearance. Stewards will represent the employees of their designated area(s) in dealing with supervisors about the application of personnel practices and policies, and other matters affecting employee working conditions. The Union and the Employer will make a diligent and serious attempt to resolve issues at the lowest level possible and will encourage employees to do the same.

**SECTION C. STEWARDS.** Each steward's activities will be within the area designated by the Union. The Union will normally assign stewards to their unit or activity. However, when warranted, an employee may choose a steward from another section or area. If a steward is absent for an extended period, an alternate steward may be appointed or the Chief Steward may assume the absent steward's representational duties. The use of official time will be permitted for only one steward for each grievance. However, a Union officer may assist Stewards in resolving grievances and be granted official time.

**SECTION D. GRIEVANCES.** The Union agrees that Stewards may receive and investigate complaints and grievances from employees.

**SECTION E. OTHER WORK SITES.** If it is necessary for the steward to enter another worksite other than his own to conduct an authorized activity, the steward will obtain permission from the supervisor of the employee to be visited. Such permission shall be granted in the absence of compelling reasons to the contrary.

**SECTION F. INVESTIGATION OF FACT.** Union officials and stewards shall endeavor to make certain that, after due investigation, the facts presented are appropriate and accurate before formally submitting the matter to a supervisor or management official.

**SECTION G. NFFE OFFICIALS.** The Employer will recognize representatives of the National Federation of Federal Employees National Office performing duties associated with the local. Subject to security and safety regulations, officers and representatives of the National Federation of Federal Employees Union who are not employees of the bargaining unit, will be permitted to visit the AMC building to carry out Union responsibilities under the terms of this Agreement. The Union shall provide notice to the Civilian Personnel Advisory Center of any visit to be made by representatives of the National Office to confer with the Employer.

**SECTION H. NO COERCION.** There shall be no restraint, coercion or discrimination against any Union Official because of performance of duties in consonance with this agreement and the act.

**SECTION I. UNION OFFICIALS.** The Employer agrees that each Union Official will have the right:

1. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.
2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

## ARTICLE 7

### MUTUAL RIGHTS AND OBLIGATIONS

The parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, assures equal treatment of employees, and maintains high standards of employee performance.

**SECTION A. LAW/REGULATIONS.** In the administration of all matters covered by the agreement, officials and employees are governed by law, higher authority, rules and regulations, such as in the Federal Personnel Manual (FPM) and DOD/DA civilian personnel policies and regulations.

**SECTION B. AMC MISSION.** The Employer and Union jointly recognize, in the interest of National Security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Headquarters, US Army Materiel Command, and the US Army Security Assistance Command missions. The Employer and the Union agree that accomplishment of these missions will be a major consideration in all agreements developed by Employer and Union in their day-to-day association. Upon request from either party, Union officials and supervisors shall informally discuss items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party.

**SECTION C. GOOD FAITH BARGAINING.** The Employer and the Union are obligated to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations. The Employer and the Union shall negotiate at reasonable times on personnel policies and practices and matters affecting unit employees' working conditions, to the extent that such matters are within the scope of authority of the Employer, and subject to law and regulation. .

**SECTION D. UNION/MANAGEMENT RELATIONSHIP.** The Employer and Union representatives will display integrity and respect for each other and will maintain a mature relationship.

**SECTION E. STANDARDS OF CONDUCT.** The Union and Employer are bound by Standards of Conduct regulations Issued by the Office of Government Ethics, DOD, DA and AMC.

**SECTION F. FUND RAISING.** The parties agree that the principle of voluntary donations to annual approved fund raising campaigns and community service functions shall be upheld.

**SECTION G. EFFICIENT GOVERNMENT OPERATIONS.** The Employer and Union recognize and fully agree to support programs, which serve the best interest of the Government Service and provide for efficient government operations. Special emphasis will be placed on insuring that all members of the Unit actively support such objectives as the conservation of energy, the elimination of waste and inefficiency, equality of opportunity, reduction of costs, and maintenance of high levels of employee productivity and competence. This in no way abrogates the obligation of the parties to negotiate on such programs as they affect unit employees, as required by this Agreement or Chapter 71, Title 5, U. S. Code.

**SECTION H. NO STRIKE CLAUSE.** The parties recognize that it is against the law for Federal Employees to call or engage in strikes, work stoppages, and slowdowns. The parties recognize the right of employees to engage in picketing which does not interfere with Government operations and which is sanctioned by the Union.

**SECTION I. TWENTY-FOUR HOUR HOLD.** Upon written request to the Civilian Personnel Officer from the Union President or his/her designated representative, the Employer agrees to fairly consider placing a 24-hour hold on any employee related matter for which the Union did not have the opportunity to receive advance notice.

## **ARTICLE 8** **MOTIVATION AND JOB ENRICHMENT**

**SECTION A. MOTIVATING FACTORS.** The Employer and the Union recognize there are motivating factors that affect employees.

**SECTION B. OTHER FACTORS.** The Employer and the Union recognize that the presence of good policies and administration, proper supervision, just salaries, effective interpersonal relationships, and satisfactory working conditions do not singularly motivate the employee. Other factors of equal importance are a responsibility within the job situation, a sense of achievement in accomplishing the job, recognition for such achievement and opportunity for advancement.

**SECTION C. CONDUCIVE ENVIRONMENT.** The Employer will foster an environment, which is conducive to attaining the desired motivation factors, which in turn would enhance job enrichment and achieve optimum performance.

**SECTION D. GOALS.** The Union agrees to the goals of motivation and job enrichment for helping employees realize the full range of their potential, and encouraging a sense of involvement in the workforce. Some target areas include:

1. Improving quality of service.
2. Encouraging new ideas.
3. Preventing unnecessary work.
4. Avoiding accidents.
5. Maintaining clean work sites.
6. Reducing lateness.
7. Discouraging abuse of sick leave.
8. Minimizing non-productive time.
9. Improving work methods.
10. Foster and encourage employees to greet each other and utilize telephone tips as publisher in the DOD Telephone Directory.

## ARTICLE 9 EQUAL EMPLOYMENT OPPORTUNITY

**SECTION A. POLICY.** 1. The Employer and the Union will demonstrate full adherence to the letter and spirit of Federal Government policies, guaranteeing equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, age, national origin, employee organization membership, physical or mental handicap, marital status, lawful political association or other non-merit factors. Members of minority groups will receive full and impartial consideration for initial employment, possess equal standing and security as AMC employees, and enjoy equal opportunity to receive training and develop skills to advance and enhance their careers. Such opportunities are limited by the needs of this Headquarters and the individual's own capacity and effort. Activities, facilities, services, and training programs operated, sponsored, or participated in by this Headquarters will be made available to employees without segregation or discrimination.

2. The Union agrees to actively participate and support the objectives of the EEO office. The Union further agrees to participate in the review of the local Affirmative Employment Plan and to call to the attention of all unit members Equal Employment Opportunity principles and policies.

**SECTION B. DISCUSS PROBLEMS.** The Union and Employer agree to discuss problems of discrimination, resolving to find mutually effective and lasting remedies to assure the principles of EEO are advanced.

**SECTION C. EEO COUNSELORS.** The Union may submit nominees to be included with organizational nominations from which the Employer may appoint individuals to serve as part time EEO counselors. The counselors shall be trained by the Employer in the operations of the EEO complaint procedures.

**SECTION D. REPRESENTATION.** 1. An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the EEO complaint procedure has the right to be accompanied by a representative of his or her choice. The representative shall be designated in writing by the employee, and will not be changed without showing due cause.

2. If an employee selects a Union Officer or Steward as a representative, the Union Officer or Steward will not be acting on behalf of the Union.

## ARTICLE 10 HUMAN DIGNITY

**SECTION A. ABUSIVE ACTIONS.** The Union and the Employer strongly disapprove of abusive actions toward employees on the part of the supervisor. Actions may be verbal, written or physical abuse designed to insult or belittle the individual, stronger in tone or deed than the situation warrants.

**SECTION B. RECIPROCITY.** Abusive behavior directed at supervisors by employees is equally unacceptable and may subject the employee to appropriate disciplinary action.

**SECTION C. INVESTIGATION.** Management will, when instances of such abuse are brought to its attention, investigate the situation and take appropriate action. When requested, Management will notify the Union within ten (10) working days of the outcome of the investigation.

## ARTICLE 11 REDUCTION IN FORCE

**SECTION A. ADJUSTMENT TO WORK FORCE.** Management and the Union jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustments of the workforce may be necessary by reduction in force.

**SECTION B. DEFINITION.** A reduction in force is the release of employees from their competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement of another employee, when lack of work or funds, reorganization, reclassification due to change in duties, or the need to place a person exercising re-employment or restoration rights requires Management to release the employee.

**SECTION C. CRITERIA FOR COMPETITIVE AREAS.** The criteria covering the competitive areas will be those outlined in the 5 C.F.R. 351.402. These criteria require that competitive areas be large enough to offer reasonable competition for employees affected and, at the same time small enough to be administratively manageable. In compliance with these criteria, establishment of a competitive area smaller than required by the standard must be approved by Office of Personnel Management (OPM).

**SECTION D. NOTIFICATION TO UNION.** Prior to official notification of employees, and at the earliest possible date, the Union will be informed of any pending reduction in force. This notice will include the reasons for the reduction in force, the approximate number and types of positions affected and the approximate date of the action. Management will consider the Union's views prior to the effective date of the reduction in force. Management will provide the Union a list of abolished positions and a copy of the retention register prior to notifying affected employees.

**SECTION E. EMPLOYEE ADVANCE NOTICE.** Management agrees to provide affected employees as much advance notice or reduction in force as is administratively possible but in no case will such notice be less than sixty (60) calendar days. All such notices shall contain the information required by the Office of Personnel Management (OPM), DOD, and Department or the Army Regulations.

**SECTION F. EMPLOYEE APPEALS.** An employee who has been furloughed for more than thirty (30) days, separated, or demoted by a reduction in force action may appeal to the MSPB IAW that body's regulations.

**SECTION G. RIF NOTICE.** Employees receiving a reduction in force notice have the right to review retention registers pertaining to all positions for which they are qualified. This includes the retention register for their competitive level and those for other positions for which they have assignment rights down to and including those of the same or equivalent grade as the position "offered" by Management. Affected employees shall have the right to assistance of the Union when reviewing such lists or records. A complete copy of the initial HQ AMC retention register will be provided to the President of the Union. Subsequent registers will reflect job offer or separation actions and will be updated on a continuing basis. The Union representative will be allowed to review the updated registers periodically.

**SECTION H. ACCEPT OR REJECT OFFER.** Affected employees shall have a minimum of ten (10) calendar days in which to accept or reject an offer of another position made under the initial RIF notice. Employees will be given as much time as possible to accept or reject a position offered in an amended notice. Failure of employees to respond to the offer within the time limits prescribed will be considered a rejection of the offer.

**SECTION I. RE-EMPLOYMENT.** In the event career or career conditional employees are separated by reduction in force, management will establish a reemployment priority list for these employees in accordance with governing regulations. Re-employment eligibles will be re-employed at former or lower grades in positions for which they qualify by being selected in preference to applicants from all other sources. Management will provide affected employees information regarding employment possibilities in other government agencies, retirement options, severance pay, and other benefits available to them.

**SECTION J. UNION REVIEW OF PROCESS.** 1. Management agrees to meet with the Union as necessary to provide the Union with information concerning the RIF process and to provide the Union an opportunity to review the management implementation of the RIF. Where necessary, representatives will be designated by the Union to work with Management. These representatives will monitor the process for conducting the RIF review the management through reviewing Management's proposed implementing actions, receiving copies thereof, and providing comment and suggested changes.

2. Matters, which may be monitored by the Union representatives, will include, but are not limited to the following:

- a. Early out retirement.
- b. Competitive level(s).
- c. Reasonable offer of position.
- d. Compliance with the Statute, OPM regulations and agency RIF procedures.
- e. Grade retention.
- f. Pay retention.
- g. Veterans' Preference rights including those for veterans with service connected disabilities of thirty (30) percent or more.
- h. Review of job descriptions and retention registers for accuracy.
- i. Identification of specific jobs to be abolished.
- j. Insuring of retreat rights where applicable.
- k. Review of all voluntary losses.
- l. Restructuring of vacant positions.

3. It is agreed that the Union representatives will meet as frequently as necessary with management to insure compliance with applicable laws and regulations and to carry out actions with Management to provide effective placement of personnel in the RIF, and insure promotion and re-employment rights.

4. Representatives designated by the Union will be authorized necessary official time to perform representative duties in accordance with Article 28, Sections A and E.

**SECTION K. CONSIDERATION FOR VACANCIES.** 1. The employer reserves the right to fill all, some or none of the vacancies within a competitive area during a RIF.

2. As vacancies occur, employees scheduled for separation as a result of RIF or declination of Transfer of Function (TOF) will be given full consideration for vacancies or newly created positions for which they are qualified prior to filing such vacancies by current employees not affected by RIF or TOF or by persons outside activities serviced by the Civilian Personnel Advisory Center (CPAC) in accordance with OPM, DOD, or DA regulations.

3. Employees receiving TOF letters will have at least ten (10) calendar days to decide whether to accept or decline the job offers.

4. Any employee who does not accept his/her TOF will have thirty (30) calendar days from the date of the TOF letter before he/she is separated.

5. Adversely affected employees will be allowed to cross competitive area lines for vacancies after placement consideration within their own competitive areas has been completed in accordance with DODI 1400.0-1-M (DOD Program for the Stability of Civilian Employment), or DOD regulation current at the time of the reduction in force.

**SESSION L. PLACEMENT ASSISTANCE.** The employer will provide positive placement assistance in locating employment for employees scheduled to be downgraded or separated by RIF. The Union and Management will jointly encourage each employee to ensure that his/her official personnel folder and SF171, OF612, and/or resume are up to date to assist in this effort. Counselor(s) will be available to provide assistance and guidance to employees regarding employment potential and any other concerns as a result of scheduled RIF action.

**SECTION M. OUT-PLACEMENT PROGRAM.** In any major RIF, the Employer agrees that an active out-placement program will be implemented. The program will include the use of mandatory OPM and/or DOD out-placement programs as well as local out-placement efforts. The objective of this program will be to effectively market the skills of each adversely affected employee for positions in both Federal agencies and the private sector. Out-placement efforts will continue until adversely affected employees are either placed or no longer meet the eligibility requirements of the program.

## ARTICLE 12 COUNSELING SERVICES PROGRAM

**SECTION A. ACCOMPLISHMENT OF MISSION.** The Employer and the Union are concerned with the accomplishment of installation missions and the requisite need to maintain productivity. While the decision to use alcohol or other illegal drugs is a personal one, when it interferes with the efficient and safe performance of the employee's assigned duties, reduces dependability, or reflects discredit upon the installation, it becomes the legitimate concern of both the Employer and the Union. Recognizing that alcoholism and other drug abuse are preventable and treatable conditions; that they are not respecters of grade, or position; and that they affect management as well as labor it is to the advantage of both Employer and the Union to assist personnel in recovering from these illnesses.

**SECTION B. ADAPCP.** The Employer and the Union will support the installation Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) which serves both Employer and Union.

**SECTION C. PARTICIPATION IS VOLUNTARY.** Participation by civilian employees in all aspects of the treatment, detoxification, and rehabilitation element of the ADAPCP will be voluntary. The confidential nature of medical records of employees with medical/ behavioral problems shall be maintained. Neither counselor nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent. Signing of a consent form is mandatory when an adverse/disciplinary action has been postponed based on ADAPCP enrollment and when an individual is enrolled in the ADAPCP as a result of identified illegal drug use. In addition, an employee's identity may be revealed where his or her continued assignment to a testing designated position (TDP) would violate regulations.

**SECTION D. PUBLICITY.** Management shall post its written policy on troubled employees, news about the program, and assurances or confidentiality for participants on official bulletin boards. Management shall undertake a publicity effort within the Activity to eliminate any stigma associated with such matters.

**SECTION E. UNSATISFACTORY PERFORMANCE.** Continued unsatisfactory work performance or conduct due to alcoholism or abuse of legal drugs in cases where the employee refuses rehabilitation assistance for his/her condition, or fails to achieve satisfactory results in rehabilitation, will be handled in accordance with the regulatory procedures which govern unsatisfactory work performance or conduct. Employees who continue to use illegal drugs and refuse counseling or rehabilitation will be removed from the Federal service in accordance with E.O. 12564.

**SECTION F. COUNSELING SERVICE.** The purpose or the Counseling Service is to assist employees to correct or prevent their unacceptable conduct or performance.

**SECTION G. RECOVERY EXPECTATIONS.** Supervisors will consider the professional opinion of the program staff in establishing reasonable expectations for recovery. Prior to any disciplinary action to an employee enrolled in the program with the knowledge or the supervisor, the supervisor will consult with the program staff.

**SECTION H. ELIGIBILITY AND COSTS.** Eligibility requirements and costs of community rehabilitation agencies will be explored by the Counseling Service for interested employees.

## **PART TWO HOURS OF WORK**

### **ARTICLE 13 HOURS OF WORK**

**SECTION A. BASIC WORK WEEK.** The basic work week will consist of five (5) days of eight (8) working hours plus at least a half hour lunch period normally Monday through Friday, except for those employees whose services are determined by the employer to warrant other basic work weeks. Understanding that employees are professional and dedicated, sign out boards will be used solely to indicate other duty sites (meetings, conferences, etc.), rather than to track breaks such as bathroom, coffee, smoking, or other absences of short duration. A change in an employee's hours of work shall not be used as a disciplinary action.

**SECTION B. COMMAND LOGISTICS OPERATIONS CENTER (CLOC).** During the periods when the CLOC requires staffing over and above the basic work week (Monday through Friday) and the basic eight (8) hour day, the employer will make an effort to preserve eight (8) hours shifts except where it can be demonstrated that work requirements dictate otherwise.

### **ARTICLE 14 FLEXIBLE AND CREDIT HOUR WORK SCHEDULE PROGRAM**

#### **SECTION A. FLEXIBLE WORK SCHEDULE PROGRAM**

1. The flexible work schedule program offers all employees the opportunity to establish an alternate tour of duty. The employee may periodically negotiate with his/her supervisor a starting time between 6:00 and 9:00 AM.

2. In order to work a flexible schedule, a request (Appendix B) must be made, in writing, to the supervisor at least 5 working days before the beginning of the pay period in which the individual wishes to start working a flexible schedule.

3. Working a flexible schedule is always subject to prior approval by the employee's supervisor. Supervisors may disapprove a request only for compelling reasons as defined in Article 1. Supervisors shall provide a prompt response to the employee's request.

4. The employee shall work for 8 hours from his/her starting time, with a lunch period taken as close to the middle of the workday as possible.

#### 5. Employer/supervisor options.

a. Establishment of a flexible work schedule will not preclude supervisors from approving an employee's occasional request(s) for fluctuations in the employee's starting/quitting time on a daily basis. For example, when the employee cannot foresee the condition that requires the change.

b. Flextime may be denied, terminated or changed only for compelling reasons as defined in Article 1.

c. The supervisor will notify the employees affected, in writing, normally five (5) working days prior to the beginning of the pay period for which the change is to occur.

d. Mandatory presence may be required of specified employees during specific time(s) to accommodate special situations such as meetings, conferences and training.

### SECTION B. CREDIT HOUR PROGRAM

1. Employees may work more than the basic work requirements on a given workday or workweek. In this manner, credit hours can be earned to be used in any subsequent pay period. Hours worked in excess of eight (8) hours per day and to be credited, as credit hours (earned credit hours are limited to two (2) hours per workday) shall not be compensated as overtime hours.

2. In order to earn credit hours a request (Appendix C) must be made in writing to the supervisor at least five (5) working days before the beginning of the pay period in which the individual wishes to start working a credit hour schedule. The request must specify the day the employee desires to use earned credit hours.

3. Working a credit hour schedule is always subject to prior approval by the employee's supervisor. Supervisors may disapprove a request only for compelling reasons as defined in Article 1. Supervisors shall provide a prompt response to the employee's request.

4. Supervisors may approve a continuing credit hour schedule provided that schedule is in writing. Any request for a change to an approved schedule must be submitted to the supervisor, in writing, five (5) working

days prior to the beginning of the pay period for which the change is requested. Supervisors shall provide a prompt response to the employee's request. Any requested change can only be denied for compelling reasons as defined in Article 1.

5. Supervisors may adjust a credit hour schedule only for compelling reasons as defined in Article 1. The supervisor will notify the employees affected, in writing, normally five (5) working days prior to the beginning of the pay period for which the change is to occur, and will include the reason(s) for the change and the new schedule requirement.

6. A credit hour work schedule approved by the supervisor is the official work schedule for the employee for who approved. The employee is subject to disciplinary action for tardiness or absence without excuse approved by the supervisor.

7. It will be the responsibility of the employee to immediately notify his/her timekeeper of any credit hour schedule approved or changed by approval of the supervisor. Notification may be by any media deemed appropriate by the supervisor.

8. Rules for earning credit hours.

(a) Credit hours must be worked to be earned. Leave of any type may never be substituted for credit hours.

(b) Employees may accumulate up to 24 hours of credit hour leave.

(c) Employees may not earn more than 16 credit hours per biweekly pay period.

(d) Employees may not earn more than two (2) credit hours per day.

(e) Credit hours will be the first hour(s) worked during the duty day.

(f) The credit hour program must be worked between 0600-1730.

(g) The minimum increment for earning credit hours is one (1) hour.

(h) An employee may not carry over more than 24 credit hours from one pay period to the next pay period. Any hours in excess of 24 hours will be lost.

9. Rules for taking credit hours.

(a) Credit hours leave will be administered the same as annual leave, except that credit hour leave may not be used in the same pay period that they are earned.

(b) Supervisors may approve up to 24 credit hours leave for an employee in one pay period provided none of the credit hours are earned during that pay period.

10. Employees participating in the credit hour program must sign in/out on a daily log (Appendix D). Supervisors may require employees to sign in/out electronically. Employees will not, however, be required to sign in/out for lunch periods or other absences of short duration such as bathroom, smoking, and coffee.

11. An employee not present for duty on a day credit hours are scheduled cannot be charged more than eight (8) hours of leave.
12. If an employee has an approved credit hour schedule, and an emergency work situation subsequently requires a schedule change, or if travel requirements associated with a particular project or task dictate a change in hours, the supervisor may arrange for temporary adjustments to accommodate these special situations.
13. Supervisors may approve a credit hour schedule for an employee on temporary duty (TDY), except for TDY for training purposes. A credit hour schedule for an employee in a TDY Status should be disapproved only for compelling reasons as defined in Article 1.
14. Establishment of a credit hour schedule will not preclude supervisors from approving an employee's occasional request(s), for fluctuations in the employee's starting/quitting time on a daily basis. For example, when the employee cannot foresee the condition that requires a change in work hours.

## ARTICLE 15 OVERTIME

**SECTION A. MANAGEMENT RIGHT.** The Employer reserves the right to assign overtime. Assignment of overtime shall be based on factors, which are pertinent to the work to be done, deadlines involved, and funds available, and which are reasonable, equitable, and do not favor or discriminate against any employee. Employees shall not be required to work overtime against their expressed desires so long as full requirements can reasonably be met by other available qualified employees. In the event this requirement cannot be so met, the employee shall be required to perform the overtime. Employees assigned to overtime work will be given as much advance notice as possible, normally not less than five (5) hours. In no case will overtime work be assigned to an employee as a reward or punishment.

**SECTION B. EQUAL OPPORTUNITY.** All employees shall have an equal opportunity to share in the overtime. In the event an employee does not desire to work overtime, the Employer shall seek a qualified volunteer prior to requiring the employee to work.

**SECTION C. COMPENSATION.** Subject to workload requirements, employees will normally be granted compensatory time off in lieu of overtime payments if the employee so requests. The employee must make such a request at the time the overtime is to be worked. No coercion shall be used to get the employee to request such time off rather than payment, except that employees whose rate of basic pay exceeds the maximum rate for GS-10 may be directed to take compensatory time off in lieu of overtime pay.

## ARTICLE 16 DETAILS

**SECTION A. DEFINITIONS.** A detail is defined as the temporary assignment of an employee to a different position for a specified period, with the employee returning to his regular duties at the end of the detail.

**SECTION B. PURPOSE.** Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, training, absences of personnel and similar reasons. Details will be based on Employer needs in the interest of economy, efficiency, and effective employee utilization. Employees may document details of thirty (30) days or less and have them included in their development folders, career packages or similar documents. Details in excess of thirty (30) days will be documented on Standard Form 52, and placed in the employee's Official Personnel Folder, and copies of the Official Personnel Action forwarded to the employee. In those cases where an employee is selected for a detail, and such detail would cause undue hardship, the employee may request to be excused.

**SECTION C. NEED.** The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for details shall be based solely on a bona fide need of Management and the qualifications and abilities of the individuals.

**SECTION D. ROTATION.** Except where selections are made for detail through competition under the Merit Promotion Plan, details exceeding thirty (30) days to perform duties of higher level or in a different line of work in bargaining unit positions will be rotated among qualified employees.

**SECTION E. TEMPORARY PROMOTIONS.** Unless precluded because of hiring freeze and/or moratoriums, an employee temporarily placed in a higher graded position for more than sixty (60) days shall be temporarily promoted and shall be paid commensurate with the position. Temporary promotions of more than 120 days will use the competitive procedures set forth in this agreement.

**SECTION F. DETAIL ASSIGNMENTS.** Assignment to a detail which is away from an employee's normal worksite and which requires the employee to travel beyond his/her normal commuting distance shall entitle the employee to mileage compensation and/or per diem in accordance with joint travel regulations. When such a detail would require an employee to spend significantly more time commuting to and from work than is usual for that employee, it shall be recognized as an undesirable assignment.

**SECTION G. UNION OFFICIALS.** The Employer will consider the representational duties and responsibilities of Union officials when assigning personnel to details away from the AMC building.

## ARTICLE 17 LEAVE

**SECTION A. ANNUAL LEAVE.** Employees shall earn annual leave in accordance with applicable laws and regulations. Usage of all annual leave is required to be approved in advance, however, it is recognized that unforeseen circumstances may require the use of emergency leave. When emergency annual leave is required, the employee will request the leave from their immediate, (or acting) supervisor within the first two (2) hours of the employee's work shift. The supervisor shall make a reasonable effort to grant the use of annual leave as requested by the employee, consistent with the operational requirements of the employer. Approval of emergency leave in such cases should not be presumed by the employee; however, the supervisor is responsible for notifying the employee as to the approval or disapproval of the leave when requested.

**SECTION B. LEAVE PLANNING.** Annual leave, which is requested in advance and is consistent with the Employer's needs will be approved by the supervisor. It shall be the responsibility of the employee,

in discussion with the supervisor, to plan annual leave in order that it will not be forfeited.

1. For vacation purposes, supervisors, insofar as practicable, will schedule annual leave in a manner which permits each employee, if desired, to take at least two (2) consecutive weeks of annual leave each year.

2. Each employee shall be responsible for planning and making requests for leave for annual vacation purposes in accordance with personal desires. In order to lessen possibility of conflict, employees should schedule leave as early in the year as possible.

3. The number of employees granted vacation leave during any given period shall be governed by the workload requirements and the number of employees required for completion of them. Whenever more employees than can be spared from the job simultaneously request the same period of leave, the conflict in proposed schedules shall be resolved through discussion with the supervisor, taking into consideration such factors as personal need and whether the employee was able to take leave at desired times during previous years. If such consultation fails to resolve the conflict, it shall be resolved according to seniority, based on the Service Computation Date, except that vacations requested during the Christmas season should be scheduled on a rotating basis, irrespective of seniority.

4. If the Employer cancels previously scheduled and approved leave due to workload or staffing needs, the reason for such action shall be explained to the affected employee by the supervisor, and provided in writing, if so requested.

**SECTION C. LEAVE WITHOUT PAY (LWOP).** The Employer and the Union agree, subject to the provisions of applicable regulations, that:

1. Granting leave without pay to members of the Union to serve with the National NFFE will be at the discretion of the employer.

2. When an employee is on approved leave without pay, he/she shall be entitled to a job of like status and pay upon return subject to applicable regulations. Actions taken during the period an employee is in a leave without pay status, such as reductions in force, could require the employee being placed in a job with different status and pay upon his or her return.

3. Employees may be granted leave without pay in accordance with applicable laws and regulations when they do not have leave to their credit and request leave for emergencies or other necessities. Such leave without pay may also be granted when the employee has leave to his or her credit but for good and sufficient reason desires not to take it.

**SECTION D. SICK LEAVE.** Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. When an employee requires the use of sick leave, the employee will be responsible for notifying his/her immediate supervisor (or acting supervisor), no later than two (2) hours after the beginning of the employee's work shift. The employee will make a reasonable effort to contact the immediate supervisor (or acting supervisor) during the duty hours of the immediate supervisor (or acting supervisor). If the immediate supervisor or acting supervisor) is present for duty but unavailable when the employee calls, the employee will leave a message and phone number so that the supervisor (or acting supervisor) can return the call. If the absence exceeds the

amount of leave originally requested, the employee will notify his/her supervisor (or acting supervisor) during the first two (2) hours of the first work day following the expiration of the approved leave period.

1. A Standard Form 71, with a medical certificate or other acceptable evidence stating reason and period of time the employee was incapacitated for duty, will be required for all absences which exceed three (3) consecutive work days. Medical certificates or other acceptable evidence for absences which exceed three (3) work days shall be submitted upon the employee's return to duty, or upon request.
2. When sick leave is requested for absences which do not exceed three (3) consecutive work days, the employee may, in lieu of furnishing a medical certificate or other evidence, certify that such absence met the necessary condition for which sick leave may be granted, by initialing his/her time card.
3. Requests for use of sick leave for medical, dental or optical examination or treatment will be made in a reasonable amount of time in advance of anticipated usage.
4. Sick leave may be advanced by the Employer in clearly established deserving cases of serious disability or ailments when in the opinion of the leave approving official the exigencies of the situation so require. Advances are subject to the following requirements:
  - a. There must be a reasonable assurance that the employee will return to duty.
  - b. The application for advanced leave, Standard Form 71, must be supported by a medical certificate signed by a physician or licensed practitioner.
  - c. In the case of employees on temporary appointments or serving in probationary periods, advanced sick leave shall not exceed an amount which, it is reasonably assured, will be subsequently earned.
  - d. The amount of sick leave advanced to an employee's account may never exceed thirty (30) days at a time. If it is known that an employee is to be retired or separated, the total advance will not exceed an amount, which can be liquidated by subsequent accrual prior to the separation.
5. Individual sick leave records will be made available for official purposes and only to those with a need to know.
6. Employees will be informed of the approving authority for leave. Changes in approving authority will be made known as far in advance as possible.
7. The Union agrees to support and promote the conservation of sick leave.

**SECTION E. LEAVE USE WARNINGS.** Employees may be disciplined for leave abuse at any time. Normally however, if there are indications that the employee's use of any category of leave is questionable, the supervisor will first counsel the employee about the use of leave. If after the counseling session the supervisor still feels the use of leave is questionable the supervisor may give a leave use warning letter with specific requirements applicable to the employee for requesting and gaining approval for the use of leave. These requirements may not exceed a period of six (6) months, unless extended or renewed. If the supervisor determines that the employee's record has improved and the aforementioned requirements are no longer necessary, the employee shall be so informed in writing and the copy of the original notice destroyed.

**SECTION F. LEAVE CATEGORIES.** All other leave categories (listed below, but not all inclusive) will be administered in accordance with applicable law, regulation, or directive:

1. Military leave.
2. Excused Absence.
3. Leave Without Pay (LWOP).
4. Court Leave.
5. Holidays.
6. Leave Transfer Program.

**SECTION G. EXCUSED ABSENCE.** 1. Management may authorize an excused absence in accordance with applicable regulations to allow for employee participate in activities such as blood donations, civil defense drills, registering to vote, voting, and participation in conferences and conventions where it is in the best interest of the government.

2. Supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of employees.

**SECTION H. FAMILY LEAVE.** Employees, in accordance with applicable regulations, may request leave in appropriate categories to care for family members. Family members are those as defined in the rules and regulations of the Family Medical Leave Act (FMLA), and the Family Friendly Leave Act (FFLA).

**SECTION I. VOLUNTARY LEAVE TRANSFER PROGRAM.** Recognizing that some employees may have use or lose annual leave that may be subject to forfeiture, the Employer agrees to publish a listing of approved voluntary leave transfer program recipients so that employees with use or lose leave may, if they so choose, donate leave to a recipient of their choice.

## ARTICLE 18

### HAZARDOUS WEATHER CONDITIONS

**SECTION A. ESSENTIAL EMPLOYEES.** The Employer agrees to maintain a list of positions, which must be manned under all weather conditions. A principal and an alternate will be designated for each such position. Each employee so designated will be notified of the designation and that he/she will be required to report for duty when radio announcements state that only essential employees should report. He/she will also be notified that he/she will be required to remain on duty in the event early release of personnel is authorized due to hazardous weather conditions.

**SECTION B. TARDINESS.** Under unusually severe weather conditions supervisors may excuse tardiness they consider reasonably unavoidable, up to two hours.

**SECTION C. ANNUAL LEAVE.** Supervisors should be liberal in granting annual leave to employees who request it during hazardous weather conditions.

## **PART THREE PERFORMANCE**

### **ARTICLE 19 JOB DESCRIPTIONS**

**SECTION A. POSITION CLASSIFICATION.** The Position Classification Program shall be conducted in accordance with Title 5, USC and the Office of Personnel Management (OPM), Department of Defense and Department of the Army regulations. At minimum, at the time performance appraisals are signed, supervisors and managers should review the position description and confirm its accuracy or report needed changes to the Civilian Personnel Advisory Center.

**SECTION B. JOB DESCRIPTION.** Each employee shall be furnished a copy of the current job description when officially assigned to a position. Likewise, a new or revised job description will be developed and reclassified in the event of significant change(s).

**SECTION C. JOB DESCRIPTION MODIFICATION.** Whenever management determines that a job description is to be significantly modified to the extent that a bargaining unit employee would lose pay or grade, a copy of the change shall be given to the Union. The Union shall be given an opportunity to negotiate the adverse impact the change has on the unit employee at least thirty (30) calendar days prior to scheduled effective date of implementation. If negotiations on the adverse impact are not completed prior to the scheduled effective date of the personnel action, Management may take the action while negotiations on the impact continue.

**SECTION D. DUTIES OUTSIDE SCOPE.** Any employee in the bargaining unit who feels that he/she is performing duties outside the scope of the job description or that the job description is inaccurate may request resolution of the matter by the immediate supervisor. The employee may request, and be granted, an audit to resolve specific questions concerning his or her official job description when a complaint regarding the accuracy of the job description, including the propriety of title, series, pay category or grade, exists. The employee is entitled to have a Union representative present during audits, subject to the following:

1. The Civilian Personnel Officer or his or her representative must believe that the resolution of the questions may affect the pay category, title, series, or grade of the position.
2. The accuracy of the official job description must have been specifically questioned by the employee.
3. The employee must specifically request the presence of a Union representative.

**SECTION E. CLASSIFICATION COMPLAINT.** An oral classification complaint is an employee's informal request for review, at the activity level, of the pay category, title, series or grade of his or her position. An employee may initiate a classification complaint at any time, provided it is related to the official position currently occupied as shown on the current SF-50. The following applies:

1. The employee should present the complaint orally to the immediate supervisor. The supervisor should discuss the matter with the employee and explain the basis for the job classification. The supervisor may have the assistance of the servicing Position Classification Specialist to explain the position classification or job grading standards being used, when he/she requests or when the employee requests. The employee has the right to be helped in preparing or presenting the complaint by a Union representative.

2. Regulatory and procedural assistance will be provided by the Civilian Personnel Advisory Center as requested by the employee. Additionally, employees may examine classification standards or records pertinent to the case.

**SECTION F. CLASSIFICATION APPEAL.** A position classification appeal is a formal request by the employee for review by higher command of his/her title, series, grade and/or pay category. An appeal is strictly a review of the record; there is no provision for a personal appearance by the employee or the employee's representative. A GS employee who suffers a loss of grade or salary, because of a classification decision, must file an appeal within fifteen (15) calendar days after notification of the effective date of the action to obtain the benefits of a retroactive decision.

1. Federal Wage System (FWS) employees must file a classification appeal within DOD. To follow the DOD appeal procedures, the appeal must be submitted in writing to the HQ AMC CPAC and contain the information in Appendix A, Subchapter 511, DOD 1400.25-M. The completed appeal file will be forwarded to DOD. On receipt of the decision, the appeal may be continued to OPM under the provisions of 5 C.F.R. 532.701. A FWS employee may file directly with OPM when he or she believes the position should be within the General Schedule.

2. General Schedule employees may appeal directly in writing to the Office of Personnel Management or to DOD. To follow the DOD appeal procedures, the appeal must be submitted in writing to the HQ AMC CPAC and contain the information in Appendix A, Subchapter 511, DOD 1400.25-M. The completed appeal file will be forwarded to DOD. If dissatisfied with the decision, the employee may then go directly to the Office of Personnel Management.

**SECTION G. OTHER DUTIES AS ASSIGNED.** Performs other duties as assigned shall mean tasks normally and reasonably related to the employee's position and qualifications. Other duties shall be considered alternate duties and may detract from the employee's ability to perform normally assigned duties for a reasonably short time. Performance of such duties shall be considered by the supervisor in assessing employee performance. The Union recognizes that in special circumstances or emergency situations duties which might not reasonably be related to an employee's position may have to be assigned for a reasonable period in accordance with FPM guidelines.

**SECTION H. TDA.** The Union shall be furnished with one copy of the Table of Distribution and Allowances (TDA) at such time as the document is prepared. Organization charts, from the Position Classification Organization File, shall be furnished annually.

**SECTION I. UTILIZATION OF PERSONNEL.** Utilization of civilian personnel to the maximum extent, in consonance with operating requirements, is desirable and mutually beneficial to all parties involved. (To further this objective, the policies outlined in DOD Directive 1400.5 and AR 570-4, as amended or supplemented, and other regulations, will be strictly observed.) It is the policy of DOD to use civilian employees in all positions that do not require military incumbents for reasons of law, training, security, discipline, rotation, or combat readiness, or that do not require a military background for successful performance of the duties involved. When

temporary use of military personnel in civilian authorized positions is required, the Employer will inform the Union of the reasons for such use.

SECTION J. KSA. The employer agrees to assure that the knowledges, skills, and abilities, (KSAs) identified for the purpose of recruitment for career program positions will be consistent with the duties and responsibilities contained in the official job description. For career program positions which use experience codes in the referral process, the Employer agrees to include in each job description the appropriate career program coding, to include: occupational code, specialty code, mission code and functional level code.

## ARTICLE 20 STANDARDS OF PERFORMANCE

SECTION A. PERFORMANCE PLAN. 1. Employees will have a written performance plan which documents expectations that are based on organizational mission and goals and that reflect the types of duties and responsibilities listed in their job description.

2. The plans, representing a joint effort of the ratee and his/her chain of command, should be in place within thirty (30) days from the beginning of the rating period.
3. In the event that the employee and immediate supervisor cannot agree on a performance plan, the matter shall be referred for final decision to the senior rater. If the employee is still dissatisfied with the performance plan after the above process is completed, a notation to this effect will be placed on the employee's performance plan.
4. Performance plans become official on the date they are approved by the senior rater.

SECTION B. ANNUAL RATING PERIODS. 1. All ratees will have pre-established twelve (12) month rating periods.

2. In the interest of providing objectivity in the annual evaluation report, an employee should have been working for at least one hundred twenty (120) days under an approved performance plan.

SECTION C. MIDPOINT PROGRESS REVIEW. 1. At the midpoint (five (5) to seven (7) months of the annual rating period, a prearranged progress review will be held in private surroundings for the purpose of discussing job performance. The date of the progress review will be indicated on the appropriate form.

2. At a minimum, this discussion will include a review of actual performance compared to objectives/responsibilities and performance standards, and a review and determination of the currency of objectives/responsibilities that the employee is responsible for accomplishing.
3. The supervisor and employee will initial and date the appropriate form indicating that the midpoint discussion was conducted.
4. In addition to the required midpoint progress review, supervisors are required to provide employees prompt notice (in writing/counseling) if at any time, during the current rating period, performance declines from the level assigned during the previous rating period.

**SECTION D. EVALUATIONS.** The evaluation given employees by their supervisors shall comply with the following:

1. The annual evaluation report will be in written form. All evaluation reports will be reviewed and approved by the senior rater.
2. A dissatisfied employee may grieve an evaluation report under the negotiated grievance procedure.
3. An employee's evaluation report may be based solely on the employee's performance on a particular project, but not on the success or failure of a project outside the employee's control.

**SECTION E. SPECIAL PROCEDURES FOR EXTENSIONS TO THE RATING CYCLE.** 1. The Union and Employer recognize the importance of frequent communications between supervisors and employees on job performance.

2. Should an employee receive a lower annual evaluation than what was received in the previous rating period, the employee may request an extension to the rating cycle only if the following circumstances exist:
  - a. The supervisor failed to conduct the midpoint progress review, in spite of efforts by the employee to schedule the review, or
  - b. Prompt notice in the decline of performance was not provided as required in Section C (3).
3. Extensions to the rating cycle will be a minimum of thirty (30) days, but not more than ninety (90) days.
4. The length of extension to the rating cycle will be mutually agreed to by the supervisor and employee.
5. If agreement on the length of the extension cannot be reached between the supervisor and employee, the matter will be referred to the senior rater for final decision.

**SECTION F. OPPORTUNITY TO IMPROVE.** Ratees who fail to meet their responsibilities or objectives must be so informed in writing, provided guidance and assistance, and given a reasonable opportunity to improve performance. Employees who do not improve after being given formal opportunities to do so under performance improvement plans will be reassigned, reduced in grade, or removed from the Federal service in accordance with appropriate regulations. The written notice to improve will inform the employee of:

1. The specific instances of unsuccessful performance;
2. The critical elements (responsibilities/objectives) of the employee's position involved in each of instance of unsuccessful performance;
3. The duration of the opportunity to improve period, unless extended;
4. How the supervisor will assist the employee in that effort;
5. What the employee must do to bring performance to a successful level during the performance improvement period;

6. That the employee's performance will be re-evaluated at the end of the opportunity period, unless extended;
7. If the employee's performance becomes successful, copies of the notice given will be retained until the employee's performance continues to be successful for one year from the date of the beginning of the performance improvement period, and then destroyed.

SECTION G. UNSUCCESSFUL PERFORMANCE. An employee may be reassigned, reduced in grade or removed for unsuccessful performance as follows:

1. An employee whose reduction in grade or removal is proposed is entitled to thirty (30) days advance written notice, which informs the employee:
  - a. Of the specific instances of unsuccessful performance by the employee on which the proposed action is based;
  - b. Of the critical elements (objectives/responsibilities) of the employee's position involved in each instance of unsuccessful performance;
  - c. That the employee has no more than fifteen (15) work days to answer orally, in writing, or both.
  - d. That the employee may be represented by an attorney or other representative;
  - e. That the employee will receive a written decision with appeal rights.
2. The written decision will:
  - a. Specify the instances of unsuccessful performance by the employee on which the reduction in grade or removal is based;
  - b. Unless proposed by the head of the agency, be concurred in by an employee who is in a higher graded position than the employee who proposed the action; and
  - c. Address the effort the employee has made to improve his/her deficiencies, how these efforts have fallen short, and why further employee or activity efforts at rehabilitating the employee would be fruitless.

SECTION H. UNION OFFICIALS. Supervisors will take into account time spent on representational duties in determining quantity and timeliness of work when rendering performance appraisals. Union officials/stewards are expected to meet the standards of the position.

## ARTICLE 21 REQUEST FOR REASSIGNMENT

SECTION A. EMPLOYER DETERMINATION. The Employer agrees that once it has been determined that an employee in the unit(s) is mis-assigned (i.e. not performing the duties of his or her job description of record) as a result of employer action, the responsible supervisor shall take immediate action to initiate a request for

corrective action with the Civilian Personnel Advisory Center. The Civilian Personnel Advisory Center shall promptly process the request in accordance with governing civilian personnel regulations.

**SECTION B. EMPLOYEE DETERMINATION.** If an employee has reason to believe that he/she is mis-assigned, the employee may submit a request to the Civilian Personnel Advisory Center thru his/her supervisor requesting a determination. If it is determined that the employee is mix-assigned, the employer will take action to correct the situation.

**SECTION C. PROCEDURES.** Any employee who believes that his or her assignment is interfering with his or her efficiency or is otherwise deleterious to the interests of the Agency may request that management change their assignment. Requests will be submitted directly to the DCS or Separate Office Chief.

1. Employees shall indicate, in their requests for re-assignment, their reasons for the request and assignment preferences.
2. To the degree it is consistent with agency operating needs; management will consider such requests and will consider employee reassignment preferences in making reassessments provided that nothing herein shall prevent management from exercising its discretion in making individual employee assignments or in determining the appropriateness of re-assignments.
3. If, in the judgment of management re-assignment of an employee would not serve the interests of the agency or is otherwise inappropriate, management shall notify the employee in writing. To the maximum extent possible, such notification will be given within ten (10) working days after receipt of the request.

## ARTICLE 22 EMPLOYEE TRAINING

**SECTION A. IMPORTANCE.** The Employer and the Union agree that training and development of employees within the unit is a matter of primary importance to both parties. The Employer shall provide the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs, and other training measures so they may perform at their highest potential and advance in accordance with their abilities. Although it is expected that personnel be basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training or retraining when to the mutual benefit of both parties. Establishment of training programs is the prerogative of the Employer.

**SECTION B. EQUAL OPPORTUNITY.** The Employer and the Union recognize that training and development are based on initiative and ability. However, the Employer shall make every reasonable effort to provide assistance and to take appropriate action to insure that equal opportunity is given to all employees to participate in all training program privileges. There shall be no favoritism in providing training opportunities. Information on known training programs shall be made available to all employees via e-mails or postings.

**SECTION C. TECHNICAL ADVICE.** The servicing Civilian Personnel Advisory Center shall furnish technical advice and assistance as required or requested. Approval of any recommended training will be contingent upon the availability of necessary resources, needs of the Employer and within budget limitations.

**SECTION D. SCHEDULING.** It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences, and meetings be scheduled, whenever possible, during

work hours to allow the employees the opportunity to gain information, education, and training. An approved training program should take into account all grade levels and types of positions.

**SECTION E. RECORDS.** The Employer agrees to record training accomplishments in the employee's official personnel folder. This does not relieve the employee of his/her individual responsibility to maintain his/her personnel folder current and complete to fully reflect his/her total employment experience, training, and education. The Union agrees to encourage employees to review their personnel folders to assure that training records are accurately recorded.

**SECTION F. ON THE JOB TRAINING.** The parties recognize the value of on-the-job training to assure that employees are qualified to perform their assigned duties. If an employee's work falls behind solely due to training a new employee, the employee should discuss this with the supervisor.

**SECTION G. REIMBURSEMENT.** The employer agrees to consider reimbursing tuition and fees incurred by an employee when attending work related courses on his/her own time. An employee desiring reimbursement for enrollment in a non-government facility shall submit a memorandum of request via his/her supervisor at least forty-five (45) days prior to the registration and the employer shall reply at least seven (7) days prior to the registration date. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

**SECTION H. USE OF EQUIPMENT.** The Employer agrees to permit employees enrolled in approved training courses to use available academic aids such as desk calculators, typewriters, and micro processors (personal computers) at mutually agreeable times during the employee's non-duty hours subject to applicable regulations.

**SECTION I. ENROLLMENT.** A written explanation from the supervisor for disapproving an employee's requested enrollment in a required course will be provided to the employee. Candidates for courses will be given priority when their career status indicates mandatory training is required in order to maintain their competitiveness with other peers in employment.

**SECTION J. SELF DEVELOPMENT.** The Employer and the Union agree to actively support self-development and self-improvement efforts that will better qualify individuals for the performance of their present or anticipated assignments.

## ARTICLE 23

### MERIT PROMOTION AND INTERNAL PLACEMENT

**SECTION A. APPLICABLE TO.** This Article applies only to bargaining unit positions, which includes both non-career and career program positions. The Employer and the Union agree that it is the policy of the Employer to utilize all employees experience and skills to the maximum extent feasible by the selection and

promotion of all employees on the basis of OPM qualification standards, fitness, and in keeping with federal merit promotion principles.

SECTION B. EQUAL OPPORTUNITY. The Employer shall insure that all qualified employees have an equal opportunity for promotion regardless of race, color, creed, sex, national origin, age, union membership, marital status, sexual orientation, or any other non-merit related factors.

SECTION C. AREAS OF CONSIDERATION. It is agreed that for merit promotion vacancies (see Article 1):

1. The minimum area of *consideration* will normally be HQ AMC and activities serviced by the Civilian Personnel Advisory Center, unless expansion is necessary to take into account such factors as the ability to locate candidates for hard-to-fill positions and affirmative recruitment programs.

2. Mandatory addition to the minimum area of consideration. The following category of employees shall be considered at the same time that employees who are in the minimum area are considered:

a. Spouse preference under the Military Family Act of 1985. Employment preference for spouses and other relocating family members applying and referred for positions GS-01 through GS/GM-15 or equivalent wage-grade positions can compete within the limitations of this act.

b. Current Army employees with competitive status.

c. Certain excepted announcements. Current employees of the Headquarters whose appointments are in the excepted category, i.e., Veterans Readjustment Appointment, physically/mentally handicapped, can compete for competitive service positions within the restraints of the excepted authority (5 C.F.R. 306 and 307).

3. Competitive details and temporary promotions will use the minimum area of consideration. This does not prohibit the Employer from expanding the area of consideration.

4. Concurrent consideration. Concurrent consideration is the competitive consideration of eligible non-Army candidates (including other competitive service Federal employees, reinstatement eligible and non-status applicants along with Army candidates in the selected area of consideration.

a. Concurrent consideration is required for the initial search of candidates when a vacant position is identified by management in conjunction with the equal opportunity officer as one in a series and grade in an under-represented category. For other positions, the use of concurrent consideration may be used to assist management in achieving affirmative action goals, and in meeting staffing needs for hard-to-fill positions when there is an anticipated shortage in the applicant pool.

b. Except for candidates referred from Office of Personnel Management registers and candidates referred through the DA Career Referral Program, all candidates should be rated and ranked against the same criteria and evaluated, as nearly as possible, by the same methods.

5. The minimum area of consideration will not be expanded because a particular candidate's name did not appear on the referral list.

6. If the minimum area is expanded to provide additional candidates, it may be expanded to, as many areas of consideration as the Civilian Personnel Advisory Center determines are necessary to obtain sufficient candidates.

7. All candidates produced by expanding the area(s) of consideration will be rated and ranked against the same criteria and evaluated, if possible, by the same rating and ranking panel that evaluated the initial candidates.

#### SECTION D. MERIT PROMOTION VACANCY ANNOUNCEMENTS (see Article 1). It is agreed that for merit promotion vacancies:

1. The employer will utilize, to the maximum extent possible, the skills and talents of its employees. Therefore, consideration will be given in filling vacant positions, to employees within the bargaining unit.

2. All merit promotion vacancies to be filled will be announced in writing and identify the vacancy by organization. All merit promotion vacancies are available on the Internet.

3. All vacancies covered by one announcement will have the same crediting plan. The criteria contained in the announcement must directly relate to the job description for the position to be filled.

4. Copies of announcements will be posted in the Civilian Personnel Advisory Center and made available to the employees.

5. Recruitment actions shall be open for a minimum of ten (10) work days.

6. Applications under open-continuous vacancy announcements will be accepted for one year. Determination of whether a vacancy announcement will be announced as open continuous will be made by the Civilian Personnel Advisory Center or another representative designated by the Employer.

7. When a vacancy announcement for a position to be filled under the merit promotion plan is published, employees who want to apply may do so by submitting the appropriate forms described in the job announcement. Vacancy announcements will contain special instructions for eligible employees applying for a reassignment, change to lower grade, or re-promotion to a grade previously held on a permanent basis.

8. To obtain objectivity in a supervisory KSA rating that is submitted as a part of a job application, the employee must have been working for the supervisor for at least 120 days. However, an applicant may obtain a rating from the former supervisor or higher supervisor if in the judgment of the employee the current supervisor does not have sufficient knowledge to render a rating.

9. If a position is announced under competitive procedures as a temporary promotion, and it subsequently becomes a permanent promotion, it will not be re-announced if the temporary announcement states all the requirements established for the position. In such cases, the announcement will state that in the event the position becomes permanent, the position will not be re-announced.

10. Vacancies being considered for non-competitive fill will be published via e-mail. Employees may submit voluntary applications that will be reviewed by the Civilian Personnel Advisory Center to ensure that

applicants meet the qualification requirements of the job. All applications from qualified applicants will be submitted to the selecting official for consideration

SECTION E. DA CAREER REFERRAL VACANCIES. 1. It is agreed that the Civilian Personnel Advisory Center will provide, upon request, information on vacancies in the Headquarters, which can be filled through the DA Career Referral Program.

2. Employees who have been unable to obtain ratings for registration through the supervisory chain may request and receive the assistance of the Civilian Personnel Advisory Center.

SECTION F. RATING AND RANKING. It is agreed that for merit promotion vacancies:

1. If there are more than ten (10) qualified applicants Ad Hoc ranking panels will be established by the Civilian Personnel Operations Center (CPOC) for the purpose of determining a list of best qualified candidates who apply under vacancy announcements. Panels will not be used to rate and rank candidates provided on career referral lists.

2. Panels will consist of at least three (3) Subject Matter Experts (SME). Qualifications of all panel members will be determined by the CPOC.

3. For all open continuous vacancies, GS-8 and below, the CPOC may rate and rank.

4. It is the responsibility of the CPOC to verify the candidate's SF171, OF612 and/or resume and other data required by the vacancy announcement, if necessary. An appropriate member of the CPOC staff will participate in panel deliberations as an advisor, and will assure that appropriate rating methods are used, when a panel is required. Panels will be conducted in accordance with CPOC instructions. CPOC representatives may not change, alter or omit decisions made by the panel. In those cases where a technical point cannot be resolved by the panel, or one of the panel members disagrees with a CPOC representative's decision, it will be elevated to the Chief, Staffing Services Division, CPOC, or his or her designee for resolution.

5. Basic eligibility and job-related evaluation criteria used by the panel will be in accordance with the HQ AMC Merit Promotion Plan and will be based on the knowledges, skills and abilities (KSA) required for successful performance in the positions.

6. Determination of the job-related evaluation criteria shall be the responsibility of Management. However, the criteria must directly relate to the job description for the vacancy.

7. It shall be the duty of the rating and ranking panel to determine a best qualified list consisting of a manageable number of candidates, arranged in alphabetical order.

SECTION G. SELECTION/REFERRAL PROCEDURE. For merit promotion and DA career referral positions it is agreed that:

1. Management has the right to select from any available source.

2. Pre-selection of a candidate is prohibited.
3. If there are three (3) or more qualified applicants who are current employees of HQ AMC or activities serviced by the Civilian Personnel Advisory Center to be referred to the selecting official, the DA Form 2600, Referral Register, will be divided into two (2) sections item, Section A and B. Section A will contain the names of HQ AMC employees and employees of activities serviced by the Civilian Personnel Advisory Center, Section B will contain the names of all others.
4. Section A and B will be submitted to the selecting official in turn. Section A will be submitted first. A selection may be made from Section A without any review of Section B. Section B will be submitted upon written request of the selecting official stating that due consideration has been given to applicants on Section A.
5. Selecting official request for Section B of a referral register does not preclude selection of an applicant from Section A.
6. Selecting officials are encouraged; but not required, to interview applicants.
7. Upon request the Union will be provided a copy of the DA Form 2600 referral register and the selecting officials response.

#### SECTION H. NON-SELECTED APPLICANTS. It is agreed that:

1. A non-selected applicant who has a question concerning the filling of a vacancy may contact the Civilian Personnel Advisory Center for an appointment to review the methods and procedures utilized in filling the vacancy.
2. Subject to the provisions of the privacy act, the employee may review any documents, other than the crediting plan, used in rating and ranking to include evaluation results of each candidate on referral lists. The employee may also review the reasons for selections of he selectee, evaluation results of the employee's application and final ranking of candidates.
3. The employee desiring consultation shall arrange for an appointment within five (5) working days after notification of action concerning consideration for a bargaining unit vacancy. Time limits prescribed in Article 35, Grievance Procedure, for initiating a first step of a grievance will not begin until completion of the consultation.
4. If the employee desires any of the above after the initial discussion, he/she may request, in writing, the specific documents which he/she needs. 5 U.S.C. will govern the availability of and access to the above information.
5. Normally, the information as described above is available with names of all but the requesting employee and the successful candidate sanitized.

#### SECTION I. MANAGEMENT DIRECTED REASSIGNMENT. Nothing in this article prohibits management from making directed reassessments.

## ARTICLE 24 INCENTIVE AWARDS

**SECTION A. PROGRAM.** The parties agree that the employee incentive award program is beneficial to both Management and the employee. The parties may locally establish methods to stimulate employee interest, involvement, and cooperation in the incentive awards program.

**SECTION B. LIST OF EMPLOYEES.** At least annually, the Employer will:

1. Publicize a list of annual awards and provide a source for obtaining information on application criteria.
2. Furnish the Union upon request a quarterly listing of:
  - a. The name and organization of bargaining unit employees receiving monetary or honorary awards by grade and amount;
  - b. The organization of non-bargaining unit employees receiving monetary or honorary awards by grade and amount for each award.

## ARTICLE 25 DRUG TESTING

**SECTION A. NOTIFICATION.** Employees selected for or occupying DA Testing Designated Positions (TDP), (see Article 1), will be so informed and will be required to sign a DA Form 5019-R (Conditions of Employment for Certain Positions Identified as Critical under the Drug Testing Program) - or its equivalent - acknowledging DA's right to require TDP selectees and employees to participate in urinalysis testing. The Union will be notified of any DA Testing Designation Positions within the bargaining unit as soon as practicable after designation of such position.

**SECTION B. TESTING FOR CAUSE.** Testing of employees not assigned to testing designated positions will be conducted only: (a) when there is a reasonable suspicion that an employee uses illegal drugs, (b) as part of a DOD or DA authorized examination following an accident or unsafe practice, (c) as part of or as follow-up to counseling or rehabilitation, or (d) if the employee volunteers.

**SECTION C. RANDOM TESTING.** Random testing is permitted at the discretion of the employer and will be conducted in accordance with Sections D and E below.

**SECTION D. OFF SITE SAMPLES.** If the urine sample is to be provided off site, the Employer will be responsible for providing transportation (government owned vehicle or costs/reimbursement for use of commercial transportation or private owned conveyance) to the site. Travel to and from the site will be on official time.

**SECTION E. THERMOMETER.** If the urine sample is to be provided on site, where the temperature of each sample will be taken, the Employer agrees to use a temperature measuring device that will accurately reflect the temperature of the specimen and not contaminate the specimen.

## ARTICLE 26 OFFICIAL PERSONNEL FOLDERS

**SECTION A.** OPF. The Official Personnel Folder (OPF) is the official repository of the records and reports of personnel actions effected during an employee's Federal service and provides the basic source of factual data about a person's Federal employment.

**SECTION B. ACCESS TO OPF.** Employees, or their representative designated in writing, may be granted access to their own OPF in the presence of an employee of the Civilian Personnel Advisory Center. Appropriate material may be removed from or added to the OPF by the staff of the Civilian Personnel Advisory Center or CPOC only.

**SECTION C. LIMITED ACCESS.** Access to an employee's OPF is limited to those individuals authorized access by law or regulation.

**SECTION D. UPDATE.** It is the employee's responsibility to insure that his/her OPF is updated to reflect the most current education, training, experience, and awards.

## PART FOUR LABOR

### ARTICLE 27 LABOR/MANAGEMENT MEETINGS

**SECTION A. QUARTERLY MEETINGS WITH THE CHIEF OF STAFF.** The Union may request a quarterly meeting between the officers of the Union and the Chief of Staff.

**SECTION B. AGENDA.** Included with the request for a meeting, the Union shall present to the Civilian Personnel Advisory Center the names and positions of Union officers scheduled to attend the meeting and a proposed agenda.

### ARTICLE 28 OFFICIAL TIME

The parties agree that official time is authorized for Union Officers and representatives for labor/management related functions.

**SECTION A. OFFICIAL TIME.** 1. The Employer agrees that the Union shall be granted up to 750 hours of official time each quarter to bring about a prompt and expeditious disposition of grievances or complaints and to perform the Labor/Management related functions listed in Section E. The Union officials may not use more than 50% of their normal duty hours for the conduct of Union representational functions.

2. Absences from the work site for the purpose of performing the representational duties listed in Section E will be accomplished in accordance with procedures generally applied by that representative's supervisor. The Union representatives shall be released to perform the above functions unless there are compelling circumstances to the contrary. The supervisor may require the Union representative remain on duty only where compelling circumstances exist. Within one (1) working day, the supervisor will document the compelling circumstances and furnish a copy to the Union through the Civilian Personnel Advisory Center.

3. If Management believes that any Union representative's use of regular working hours for labor/management functions is interfering unduly with the proper performance of his/her official duties as an employee, the matter will be objectively discussed with the President of the Union or his/her appointed representative in an attempt to seek satisfactory resolution.

**SECTION B. RECORDING OFFICIAL TIME.** The Union agrees that each Union Officer and/or Steward will record their use of official time on AMC Form 303R each time official time is used (See appendix E). Completed AMC Form 303R will be turned in to the immediate supervisor within 24 hours. Supervisors will sign the AMC Form 303R, indicating they have reviewed the form, and forward the form to the Civilian Personnel Advisory Center.

**SECTION C. MEETING WITH MANAGEMENT.** The Union, upon request, will be permitted sufficient time, during regular working hours, to meet and confer with Management. The number of Union representatives may not exceed two (2), or the number of Management representatives, whichever is greater. Subject to mutual agreement of the parties, additional Union representatives may attend.

**SECTION D. EXCUSED ABSENCE FOR LABOR/MANAGEMENT RELATIONS TRAINING.** 1. The Employer agrees to grant Union officials a reasonable amount of excused absence to receive information, training, briefing or orientation sponsored by the Union and related to matters of mutual concern to the Employer and the Union. A written request for excused absence will be submitted at least one (1) week in advance by the Union President to the Chief, Civilian Personnel Advisory Center. The request will contain the duration, purpose, and nature of the training.

2. The Employer agrees to grant Union officials official time for in-house steward training.

**SECTION E. REPRESENTATIONAL FUNCTIONS.** The parties agree that official time is authorized for Union Officers and Stewards to conduct the following representational functions:

ARTICLE	CONTENT
28, Section A	Representational duties
28, Section C	Confer with Management
28, Section D	Training, briefings and/or new employee orientations
33, Section B	Negotiations on implementation policies
35, Section I	Grievance procedure
36, Section B	Selecting Arbitrators
38, Section B	Disciplinary Actions
38, Section B	Review of disciplinary action evidence
19, Section D	Representation during job audits
40, Section A	Review proposed office relocation
32, Section C	Meetings concerning ULPs

## ARTICLE 29 USE OF OFFICIAL FACILITIES AND SERVICES

**SECTION A. OFFICE SPACE.** In order to facilitate and expedite the Labor Management Relations Program, the Employer hereby agrees to provide without charge to the Union a minimum of 400 square feet of private office space, including utility services from space allocated within the building occupied by the headquarters, located to provide reasonably convenient access to employees. The private office space shall have four walls, complete from floor to ceiling. Partitions or dividers reaching only part way from floor to ceiling are not acceptable. The enclosed room shall be reasonably free from disturbing noise, e.g. running of Xerox machines, etc. The room shall have at least one door provided with lock and key. Other doors to the room shall be capable of being locked from inside the room. The Union shall be provided a telephone without charge to the Union. This telephone will be limited to the local commercial exchange and the Government Centrex Telephone System. This instrument will be restricted from operation assistance, access to the Defense Switched Network (DSN) or Foreign Exchange circuits. Space allocation is at the discretion of the employer as space management dictate. However it is agreed that space will be provided on one of the following floors, 1st - 10th.

**SECTION B. CONFERENCE ROOMS.** The use of conference rooms/auditoriums, shall be requested through the Civilian Personnel Advisory Center, with as much advance notice as possible of the desired time/date of use. Use of these facilities is subject to the priorities of the Employer.

**SECTION C. FURNISHING.** Furnishing, as available, will be provided on a loan basis with the understanding that in the event the equipment is subsequently required for official use, it must be surrendered. The following furnishings will be provided:

1. One (1) telephone answering/recording device.
2. One (1) IBM selectric typewriter or equivalent.
3. One (1) each typist desk with chair.
4. One (1) combination lock file cabinet, or equivalent.
5. One (1) storage cabinet.
6. One (1) personal computer, printer, and Local Area Network (LAN) drop.
7. One (1) PC desk and printer table.
8. One (1) large conference table or multiple conference tables providing sufficient space at which to seat a minimum of ten (10) persons comfortably and fifteen (15) chairs.
9. One (1) coat rack.
10. One (1) book case.

**SECTION D. BULLETIN BOARDS.** As requested, the employer agrees to provide access to locked, glass enclosed, bulletin boards, for the use by the Union. The Union agrees that the Employer cannot insure that postings on these boards can be protected from unauthorized tampering. The Union shall be responsible for the posting of Union materials. Such material shall be approved by a responsible Union official, who shall determine that the material posted is accurate and neither scurrilous nor libelous in nature. All bulletin boards used by the Union shall be maintained in good order.

**SECTION E. GOVERNMENT EQUIPMENT.** Union officials may use their work place equipment for Union requirements, provided they are on official time. Paper will be provided by the Union.

**SECTION F. INTERNAL COMMUNICATIONS.** The Union will receive a LAN connection, allowing access to:

1. A NFFE Local 1332 e-mail account for communications on issues with bargaining unit employees and between Union officers and the Employer;
2. Access to any HQ AMC electronic bulletin boards in order to publicize Union sponsored functions;
3. A NFFE Local 1332 dedicated database icon in the Lotus Notes Workspace - including but not limited to, issues of the NFFE Newsletter; the current negotiated agreement; partnership agreement between the local and management and a list of Union officials and stewards;
4. Local Officers, stewards and bargaining unit members are authorized to use their individual e-mail accounts and Government provided computers for communication with each other and the Employer.
5. Use of the computer is subject to the same policy limitations and ethical restrictions as applies to any other member of the workforce.

**SECTION G. LIBRARY.** The employer agrees to make available to the Union and the employees the use of the Personnel Library.

## ARTICLE 30 VOLUNTARY ALLOTMENT OF UNION DUES

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

**SECTION A. AUTHORIZATION.** Any bargaining unit employee, who joins the Union, will authorize an allotment to be deducted from his/her salary for payment of membership dues. Separate payment of dues by a member is not authorized.

**SECTION B. SF 1187.** The Union agrees to procure SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

**SECTION C. EDUCATION.** The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF-1187 and SF-1188.

**SECTION D. CERTIFICATION/PROCESSING.** The President, NFFE Local 1332, will certify on each SF-1187 that the employee is a member in good standing of the Union, insert the amount to be withheld, and submit completed SF-1187s to the Civilian Personnel Advisory Center. The Civilian Personnel Advisory Center will forward the completed SF-1187 to the appropriate civilian payroll office within 2 working days. Any SF-1187 rejected by the Civilian Personnel Advisory Center will be immediately returned to the President of the Union stating the reason for the rejection.

**SECTION E. DUES CHANGES.** The President of the Union will notify the Civilian Payroll Office when the Union's dues structure changes. The change shall be effected no later than the beginning of the second full pay period after receipt of such notice. Such a change may not be effected more than once in a twelve (12) month period.

**SECTION F. EFFECTIVE DATE.** Allotments will be effective at the beginning of the second full pay period after receipt of SF-1187s by the Civilian Payroll Office.

**SECTION G. NOTIFICATION OF DROPS.** The Union will promptly notify the Civilian Payroll Office in writing, when a member of the Local is expelled or ceases to be a member.

**SECTION H. CHECKS TO NFFE.** The Employer agrees to request the appropriate Payroll office to issue bi-weekly payments to the Union for dues reductions withheld to: Treasurer, NFFE, 1016 16th Street, N.W., Washington D.C. 20036. The amount remitted to the Union shall be the total of all employee allotments deducted for the bi-weekly pay period.

**SECTION I. NAMES TO NFFE.** One (1) listing of names and amounts withheld for the current bi-weekly pay period will be forwarded to the Treasurer, NFFE. 1016 16th Street, N. W. Washington, D.C. 20036. The list will also annotate the names of employees for whom allotments have been stopped and the reason therefore; e.g. LWOP, or insufficient income.

**SECTION J. REVOCATION OF ALLOTMENT.** After having been on dues withholding for a minimum of one year, a member may voluntarily revoke his/her authorization at any time. The employee must fill out, in duplicate, an SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation or Payment of Employee Organization Dues, and submit it directly to the Civilian Personnel Advisory Center. The Civilian Payroll Office will provide the Union appropriate notification of the revocation. The duplicate copy of SF-1188, when completed by the member, can be used for this purpose.

**SECTION K. VOLUNTARY MEMBERSHIP.** Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION L. NO COST.** Any such allotment shall be made at no cost to the exclusive representative or the employee.

## ARTICLE 31

### NEW EMPLOYEE/UNION INFORMATION

**SECTION A. UNION REPRESENTATION.** A representative of the Union shall be provided time, to be mutually agreed upon with the employer, to speak at all new employees group orientation sessions to provide such employees with information on the Union.

**SECTION B. ACCESSION.** The Employer shall furnish the President of the Union, as requested, a listing of accessions. The listing will contain the following information:

1. Full name
2. Position title and grade
3. Organizational assignment
4. Date of entrance on duty

**SECTION C. DEPARTURES.** The Employer will furnish the President of the Union, as requested, the names and date of departure of all dues paying Union members departing HQ AMC.

## ARTICLE 32 UNFAIR LABOR PRACTICE CHARGES

**SECTION A. NO DELIBERATE MIS-INTERPRETATION.** It is hereby recognized that this Agreement has been negotiated in good faith by parties concerned and there shall be no deliberate misinterpretation or evasion of content by either party.

**SECTION B. GROUNDS FOR ULP.** It is recognized that certain actions on the part of the Employer or the Union may constitute grounds for unfair labor practice charges. Such charges will not be filed until management and the President of the Union have been apprised of the matter and no resolution of the issue can be reached.

**SECTION C. ATTEMPT TO RESOLVE.** The parties agree that a mutual attempt to resolve unfair labor practice charges in an informal manner supports the proposition that it is beneficial to resolve disagreements at the lowest possible level. Therefore the following informal procedure is adopted:

1. The aggrieved party shall state, in writing, the specific nature of the allegation(s) citing the particular subparagraph(s) of section 7116 of Title 5, U. S. Code deemed violated, and the remedy sought.
2. The aggrieved party shall transmit a copy of this ULP CHARGE to the Chief of Staff, AMC through the Civilian Personnel Advisory Center (if the Union) or the Local President (if the Employer).
3. The parties will jointly meet as soon as possible to attempt resolution.

4. Within thirty (30) days of the date of receipt of the charge the party alleged to have committed the ULP will provide a written response.
5. If the written response is satisfactory to the aggrieved party, the matter will be resolved.
6. If the written response is unsatisfactory, the aggrieved party may file a formal ULP charges with the FLRA pursuant to Title 5, U. S. Code and the rules and regulations of the FLRA.

## ARTICLE 33 MID-TERM BARGAINING

**SECTION A. CHANGES TO WRITTEN AGREEMENTS.** Matters which are covered by this Agreement or any Amendments or Supplements will be subject to mid-term bargaining only if such matters are affected by a change in laws; government-wide regulations.

**SECTION B. CHANGES TO PAST PRACTICE.** Existing policies and practices concerning negotiable conditions of employment which have been mutually accepted and endorsed by the Employer and the Union shall remain in force and effect even though they are not specifically covered by this Agreement or any Amendments or Supplements except when changes are required to comply with laws; government-wide, DOD or DA regulations.

**SECTION C. MATTERS NOT COVERED BY WRITTEN AGREEMENTS OR PAST PRACTICE.** Either the Employer or the Union may initiate mid-term bargaining on matters not covered by the contract or established past practice.

**SECTION D. PROCEDURES.** 1. If mid-term bargaining is requested the initiating party will provide written notification at least ten (10) working days prior to proposed implementation of any change. The written notification will include proposed language and, if applicable, will identify the specific section of the Agreement, Amendment or Supplement to be changed.

2. The Employer/Union will respond within five (5) working days by either accepting the proposed language or offering a counter-proposal in writing. If mid-term negotiations are limited to impact and implementation bargaining, the Employer will have the right to unilaterally implement the proposed change if the Union fails to respond to the advance notification within five (5) working days. In the event that the Employer fails to respond to the Union within five (5) working days, the Union shall have the right to file an Unfair Labor Practice charge in accordance with Article 32.

3. If requested by either party, the parties will meet for discussions within ten (10) working days. Mid-term bargaining and any resulting impasses will normally be conducted in accordance with the Ground Rules (Appendix A) agreed upon by the parties except as mutually agreed. If an impasse has been reached in the negotiation of mid-contract changes, the employer may implement the change after five (5) working days notice to the Union unless the Union notifies the Employer in writing that it has requested the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Federal Service Impasses Panel (FSIP). If the services of FMCS or FSIP have been invoked, the parties will usually maintain the status quo until resolution of the impasse. However, the Employer shall have the right to implement any change required by law or any change necessitated by an emergency or other unusual circumstance affecting the performance of the agency's mission.

**SECTION E. NONNEGOTIABILITY.** If the Employer considers a Union proposal to be nonnegotiable, it will orally advise the Union and, upon written request, provide the Union with a written declaration of non-negotiability.

## ARTICLE 34 CONTRACTING OUT

**SECTION A.** The Employer and the Union will cooperate and communicate to the maximum extent possible concerning Commercial Activities (CA) issues. The Employer will provide the Union, without charge, a list of all Commercial Activities affecting the bargaining unit, and who is performing the work, as of the effective date of this Agreement.

**SECTION B.** Management agrees to notify and consult with the Union regarding any anticipated review of a function for contracting out that could affect bargaining unit positions, as required or allowed by Title X, USC, Section 2467 and other law, rule, regulation, OMB Circular A-76 and its Supplement, and this Agreement.

**SECTION C.** The Union will have the opportunity to review and make comments on the Employer's submission to the annual "OMB Circular No. A-76 Inventory" as required by Part I, Chapter 1, Paragraph F and Appendix 2 of the Circular's Supplement.

**SECTION D.** The union will be involved at the earliest possible stages of the cost competition process. Employees and their representatives will be involved in data gathering and the development of recommendations to streamline in-house operations to be as competitive as possible with the private sector. Participation includes the exchange of data, ideas, problems, concerns and solutions. Consistent with procurement integrity, conflict of interest, and other statutory and regulatory restrictions, the union will be given the opportunity to participate in the development of the performance work statement (PWS), technical performance plan (TPP), most efficient organization (MEO), Milestone Chart and supporting documents and proposals. Management retains responsibility for all final decisions related to the PWS, TPP, MEO, and the in-house cost estimate, and for ensuring this information is appropriately treated as procurement sensitive until completion of the cost competition. Union officials will be subject to the same nondisclosure statements as other participants.

**SECTION E.** A union representative will be included on cost competition management steering committees except for sessions during which final management decisions are made. The source selection and technical evaluation processes are limited to management participation.

**SECTION F.** A Union representative will participate in the "walk-through" held for potential bidders.

**SECTION G.** The Employer will timely provide the Union copies of pertinent information relative to the contracting out to the extent permissible under law, rule and regulation. Any questions regarding requests for information or access to documentation will be jointly addressed by labor and management as soon as they arise.

SECTION H. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the Union for comment. The Union will be given the opportunity to review the document and submit comments at the same time and in the same manner as private sector offerors.

SECTION I. Briefings will be held with affected bargaining unit employees at least monthly, for the purpose of timely providing information concerning CA studies unless mutually agreed by Union and Management to postpone. The Union will have the opportunity to participate in such briefings.

SECTION J. Any questions about information under this agreement or requested by the Union will be discussed as soon as they arise.

SECTION K. When the Employer determines that bargaining unit work will be contracted, the Union will have an opportunity to bargain concerning matters set forth in consistent with 5 USC, Chapter 71.

SECTION L. The Employer and the Union recognize that some forms of participation may adversely affect an employee's right of first refusal due to displacement by contracting out. However, an employee's exercise of grievance or appeal rights will not, in and of itself, adversely affect the right of first refusal.

SECTION M. The Employer agrees that, to minimize adverse effects on bargaining unit positions and employees affected by a contracting out decision, it will use attrition and restrict new hires where practicable and, to the maximum extent possible, will place affected employees in continuing positions for which they are minimally qualified.

SECTION N. The Employer recognizes the Union's right to file an Appeal of Tentative Waiver and Cost Comparison Decisions and to have necessary documentation for purposes of filing this Appeal. Additionally, consideration will be given to extending the appeal period to a maximum of thirty (30) calendar days if the cost comparison is particularly complex.

SECTION P. Should the CA study result in a decision to convert to contract, the Union is encouraged during the period of contract performance to bring known contract discrepancies to the attention of the appropriate contract administrator or designee.

## **PART FIVE GRIEVANCE**

## ARTICLE 35

### GRIEVANCE PROCEDURE

**SECTION A. GENERAL.** 1. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self respect of the employee and be consistent with the principles of good management. To accomplish this, efforts will be made to settle grievances expeditiously and at the lowest level of supervision, using alternative dispute resolution (ADR) techniques before engaging the grievance step process.

2. Nothing contained in this article shall be construed to deprive any employee or employees of the rights guaranteed to them by provisions of Chapter 71, Title 5, U. S. Code. Employees, their representatives and witnesses must be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and in giving testimony.

3. The negotiated procedure shall be the exclusive procedure to be utilized for matters covered in the Negotiated Agreement. In the event of a dispute between the parties that could be subject to both this grievance procedure and the unfair labor practice procedure of 5 U. S. Code 7118, normally the grievance procedure should be utilized. Furthermore, the Union agrees to actively discourage employees from filing grievances over trivial matters.

4. An employee may file a grievance if covered by this agreement or an appeal if covered by a statutory procedure, but not both.

**SECTION B. APPLY TO.** The negotiated grievance procedure shall apply to:

1. All suspensions of 14 days or less and formal reprimands;
2. Matters of concern or dissatisfaction regarding the interpretation, application or violation of the agreement;
3. Letters of Warning;

**SECTION C. SHALL NOT APPLY TO.** The negotiated grievance procedure shall not apply to any grievance concerning:

1. Violations pertaining to prohibited political activities;
2. Retirement, life insurance, or health insurance;
3. A suspension or removal under section 7532 of Title 5 U.S. Code, (interests of national security);
4. Any examination, certification or appointment;
5. The classification of any position, which does not result in the reduction in grade or pay of an employee;
6. Decisions of the Employer pursuant to Article 3 of the Agreement;

7. Grade reduction, pay reduction, suspensions for more than fourteen (14) days, removals or furloughs of not more than thirty (30) days, or any other disciplinary or performance actions which are appealable to the MSPB;
8. Reduction-in-force (RIF) and transfer of function;
9. The exercise by the Employer of its discretionary right in the granting of, or failure to grant, a quality step increase, cash award, or honor award; or the adoption of, or failure to adopt, an employee suggestion or invention;
10. A notice of a proposed disciplinary or adverse action proposed and presented in accordance with the appropriate procedures;
11. Nonselection for promotion when the person selected is from a group of properly ranked and certified candidates, or any other appropriate source;
12. Withholding within-grade increases; which are appealable to the MSPB;
13. Determination of entitlements pursuant to the Joint Travel Regulations;
14. Termination of any employee during the probationary period;
15. Matters concerning employees, which occurred while not a member of the bargaining unit;
16. Matters appealable to the MSPB;
17. Matters pertaining to pay or entitlements, which can be resolved by submission through financial channels to the Comptroller General.
18. Matters in Article 34, Contracting Out, that are covered by OMB Circular A-76 Appeal Procedures.
19. Matters concerning alleged discrimination if the employee has filed a written EEO complaint. (An employee wishing to file an EEO complaint or grievance on a personnel action or other matter allegedly involving employment discrimination must make an election between using the negotiated grievance procedure or the EEO complaint process. Employees may pursue both processes simultaneously at the informal stages, but an election is made when the employee either submits a written grievance at Step 2 of the negotiated grievance procedure or submits a formal EEO complaint in writing. Once this election is made, the employee may proceed only under the elected procedure.

**SECTION D. WHO MAY FILE A GRIEVANCE.** A grievance may be undertaken by the Union, Employer, an employee, or a group of employees. Only the Union may represent employees in such grievances, when designated in writing by the employee. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Union shall have the

right to be present during the grievance proceedings. In exercising their rights to present a grievance, employee representatives shall be unimpeded and free from restraint, coercion, discrimination or reprisal.

**SECTION E. SUSPENSIONS.** Grievances over letters of reprimand and suspensions of fourteen days or less must be filed within 20 work days of the employees receipt of the notice effecting the action. The grievant may initiate the grievance at either Step 1 or Step 2, but in no case lower than the deciding official or as mutually agreed to by Management and the Union.

**SECTION F. ISSUES.** Grievability/arbitrability issues may be raised at any time during the grievance procedure or the arbitration hearing. A threshold decision on arbitrability will be made by the arbitrator before hearing the merits.

#### **SECTION G. TIME LIMITS.**

1. Failure of the Employer to answer grievances within the time limits prescribed in each step of the grievance procedure, without an approved extension, will give the Union the right to refer the case, without prejudice, to the next succeeding step of the grievance procedure. Requests for extension will be requested prior to the expiration of the time limit.
2. If the Employer fails to convene a Step 3 Grievance Committee within fifteen (15) workdays of submission of the Step 3 grievance or within the time frame otherwise agreed upon by the parties, the union may provide written notification to the Labor Relations Specialist that it will invoke arbitration at management's sole cost unless the Step 3 Grievance Committee is convened within twenty (20) workdays from the date of notification.
3. If the Employer fails to issue a Step 3 Grievance decision within ten (10) workdays from the date of the Step 3 Committee meeting, or within the time frame otherwise agreed upon by the parties, the union may provided written notification to the Labor Relations Specialist that it will invoke arbitration at management's sole cost unless the Step 3 Grievance decision is issued within twenty (20) workdays from the date of notification
4. Failure of the Union or the Employee to process grievances within the prescribed time limits, without an approved extension, will terminate the grievance. Requests for extension will be requested prior to the expiration of the time limit.

**SECTION H.** Written grievances will follow the form at Appendix F.

**SECTION I. STEP 1 GRIEVANCE (INFORMAL).** 1. Whenever an employee, or group of employees, considers themselves aggrieved, the employee(s) shall first discuss the matter with the appropriate Management Official, normally the immediate supervisor. If that discussion does not resolve the matter, the employee may initiate a grievance.

2. A Step 1 grievance will be initiated when an employee or the Union representative contacts the appropriate management official (normally the immediate supervisor) and requests a Step 1 meeting. This notification may be oral or written and must be received within twenty (20) work days after receipt by the employee of:

- a. Notice of the action, complaint, or

b. Knowledge of the occurrence with which he/she is dissatisfied.

3. Within ten (10) working days from receipt of the Step 1 grievance, the supervisor or Management Official will conduct a Step 1 grievance meeting to discuss the matter with the employee and the representative, if any, and anyone else (i.e., Labor Relations Specialist) considered to have information pertaining to a resolution of the problem. The supervisor or Management Official will advise the aggrieved employee of the decision within ten (10) work days from the date of the grievance meeting.

**SECTION J. STEP 2 PROCEDURES (FORMAL)** 1. If a satisfactory settlement is not reached at Step 1, or the management official fails to provide a timely decision, the grievance shall be reduced to writing by the aggrieved employee and will contain the employee's name, position title, grade, organization, the specific nature of the grievance, the date and result of Step 1 decision, if any, the article and section of the negotiated agreement involved in the grievance, and the corrective action desired by the employee. The Step 2 grievance must be filed within fifteen (15) work days following receipt of the Step 1 decision.

2. The written grievance will be submitted through the Labor Relations Specialist to the appropriate official (DCS, ADCS, or Separate Office Chief). The written grievance must be received in the Civilian Personnel Advisory Center within the appropriate time frame.

3. The employee(s) and/or his/her representative will have an opportunity, upon request, to present the grievance personally within ten (10) working days of submission. The responsible official will review the grievance file and the information provided orally and renders a Step 2 decision within ten (10) working days of the meeting, if held, or within ten (10) working days of receipt. Two copies of the signed decision will be provided to the Union.

#### **SECTION K. STEP 3 PROCEDURES (FORMAL).**

1. If a satisfactory settlement is not reached at Step 2, the grievance may be referred by the employee(s) through the Labor Relations Specialist to the Step Three Grievance Committee, within ten (10) work days following receipt of the Step 2 decision. The employee(s) will identify in writing the issues and corrective action sought. The grievance will be accompanied by the results and actions taken in Steps 1 and 2 together with any additional material, which has a bearing on the issue. The Step Three Grievance Committee is charged with determining fair treatment of the grievant consistent with the agency's mission. The Step Three Grievance Committee has wide authority to make the employer's final decision, to include (but not limited to) denial of the grievant's requested remedy, full or partial approval of the grievant's requested remedy, or an alternate solution.

2. The employer and the grievant's Union representative will jointly select, in sequence, the members for the Step Three Grievance Committee, utilizing the Step Three Committee volunteer roster which includes both bargaining unit employees and management officials.

3. The Step Three Grievance Committee will be composed on one (1) management official and one (1) bargaining unit employee. The third committee member will be chosen by the winner of a coin flip. Both the Employer and the Union may execute one peremptory challenge. Individuals selected to serve on a Step Three Grievance Committee will be no more than two (2) grades lower than the grievant, and be employed in a different organization (i.e., DCS/SOC/SRA) than the grievant. Employees of the HQ AMC CPAC and the Office of Command Counsel may not serve as members of the Step Three Grievance Committee, unless agreed to by the grievant.

4. The Step Three Grievance Committee Chair will ensure that no written or verbal information is presented to all or individual members of the Step Three Grievance Committee without the presence of the representatives of both Management and the grievant with the opportunity to reclama. Any administrative instructions to the Step Three Grievance Committee members will be forwarded in written or electronic form, with a copy furnished the grievant's Union representative.

5. The employee(s) and/or his/her representative will have up to 45 minutes to present the grievance personally to the Step Three Grievance Committee. Representatives of Management will also have up to 45 minutes to present their position. This hearing will be conducted within fifteen (15) work days of submission of request. The Chair of the Step Three Grievance Committee will render a binding, written, decision within ten (10) work days following the Step Three Grievance Committee hearing.

NOTE: In the case where the grievance is initially filed against a DCS or Separate Office Chief, or concerns a performance rating, the grievance will be initiated at or as a Step 2 action.

**SECTION L. GROUP GRIEVANCES.** Group grievances may be processed as a single grievance upon mutual agreement of management and the Union.

**SECTION M. OFFICIAL TIME.** At each step of the grievance procedure, employees and their representative, if any, will be allowed official time to prepare and present their grievance.

**SECTION N. CLOSED CASE.** If any employee resigns, dies, or is separated by any action other than removal prior to a decision on a grievance that is being processed, and no issue of compensation is involved, the action will be terminated and all interested parties notified, in writing, that because of the separation the case is being closed without decision. A copy of such written notification shall be made a part of the record of the case.

**SECTION O. REQUESTS FOR EXTENSION.** Extensions must be requested in writing by the Union representative or grievant to the Civilian Personnel Advisory Center. Requests for extension must be made prior to the expiration of the time limit.

**SECTION P. VIOLATION OF AGREEMENT.** Whenever either party to this Agreement believes that the Agreement has been violated, misinterpreted, or misapplied by the other party in a manner that does not involve an individual employee's grievance, it shall so notify the other party in writing within 10 work days of the occurrence of the event or knowledge of the matter being grieved. When such notice has been given, the parties shall meet within five (5) work days to discuss the matter and seek informal resolution. When agreement cannot be reached at such meeting, the grieving party may, within twenty (20) work days, submit a formal written grievance to the other party. The written grievance shall specify the occurrence or condition giving rise to the grievance, the section(s) of the Agreement involved, and the remedy sought. The party receiving the written grievance shall respond within ten (10) work days. If the matter is still not resolved to the satisfaction of the grieving party, it may be submitted to arbitration in accordance with Article 36. Nothing herein shall nullify or amend the time limits set forth in this article for the filing of individual employee grievances or require a remedy pursuant to this section to apply retroactively to individual employees.

## ARTICLE 36 ARBITRATION

**SECTION A. ARBITRATION.** Arbitration may be invoked by either party, but not by individual employees. Arbitration shall extend only to disputes involving matters covered by the negotiated grievance procedure. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as grievant, or as representative of the employee grievant, may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President, and submitted within fifteen (15) work days following receipt of the decision by the aggrieved party, or as prescribed in Article 35, Section G.

**SECTION B. ARBITRATION SELECTION.** Within five (5) work days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. By mutual agreement arbitrators other than those recommended by FMCS may be used, such as individuals working to become arbitrators or individuals that both parties agree have the necessary background and understanding of the arbitration procedures. For arbitration hearings, the Union may, upon written request from the employee, hire an attorney for the employee. In such cases, the attorney will represent the Union although the attorney's fees are paid by the employee.

**SECTION C. FMCS.** If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The submission to FMCS shall include that we are located in the Washington, D. C. commuting area, and that we are a Federal service activity. The parties shall meet within ten (10) work days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the duly selected arbitrator. Determination of the first party to strike one arbitrator's name will be made by a flip of a coin. If the Employer or the Union refuses to participate in the selection of an arbitrator, the other party shall designate an arbitrator from the list provided by FMCS. Such designation shall be final and binding upon the parties. Both parties will timely pursue requesting an arbitrator list and proceeding to a hearing.

**SECTION D. HEARING.** The arbitration hearing or Inquiry shall be held on the employer's premises during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day of the hearing in which they are involved. The Union is responsible for securing the presence of its witnesses.

**SECTION E. BASIC PROCESSES.**

1. The parties agree that there are three basic processes, which may be followed in arbitration:

- a. Submission of mutually agreed to stipulation of facts, which are in sufficient detail to permit the arbitrator to reach a decision without additional evidence.
- b. An arbitrator inquiry when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).
- c. A formal hearing to develop and establish facts relevant to the issue.

2. Each of these processes will result in a written opinion and decision by the arbitrator, unless directed otherwise. Upon mutual agreement, a recommendation will be submitted concerning the process to be followed by the arbitrator, which may include a directive for a decision without a written opinion.

3. Representatives of the Employer and the Union shall meet not less than fifteen (15) calendar days prior to the date for an arbitration hearing to exchange the names of witnesses to be used at the arbitration hearing.

**SECTION F. THIRTY DAYS.** The arbitrator shall be requested in all cases to fulfill the delegation to arbitrate. He/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing, unless the parties otherwise agree.

**SECTION G. DECISION/EXCEPTION.** The arbitrator's decision shall be final and binding and the remedy shall be affected in its entirety, except either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award. Such exception must be filed within thirty (30) days beginning on the date the award is served on the filing party in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

**SECTION H. AUTHORITY.** The arbitrator shall have the authority to resolve any question of arbitrability and interpret and apply the provisions of this Agreement within the limitations set forth in this section. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from, this Agreement or the published policies and regulations of DOD, DA, or AMC, or the policies and regulations of appropriate authorities outside the Agency. If, during arbitration, the interpretation of any Agency policy or regulations or the policies and regulations of appropriate authorities outside the Agency is involved, the arbitrator must request an interpretation of said policy or regulation from the proponent Agency, and give due regard to "the interpretation which is received. The arbitrator shall address only the issue or issues presented to him, and shall not develop or address issues not mentioned in the initial submission agreed to by the parties.

**SECTION I. WITHDRAWING.** When the arbitrator has been selected in accordance with 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.

**SECTION J. RECORDING.** Either management or the union may decide to have arbitration hearings recorded and/or transcribed. All resulting costs shall be paid by the party who made the request. Should the arbitrator decide that such recording and/or transcription is necessary, or should management and the Union so decide jointly, all resulting costs shall be shared equally by both parties.

**SECTION K. ARBITRATORS FEES.** Except as prescribed in Article 35, Section G, the arbitrator's fees and expenses shall be borne by the losing party except where the arbitrator determines that the decision is not clearly in favor of one party or the other, in which case costs shall be borne equally by the parties. If a case is settled by mutual agreement prior to or during the hearing, all costs shall be shared equally by the parties.

## PROMPTNESS IN PERSONNEL ACTIONS

Individual personnel actions that affect an individual's career, such as, performance appraisals, career program entries, applications for vacancies, allotment entries and similar actions, will be processed in an expeditious manner.

## ARTICLE 38 DISCIPLINARY ACTION

**SECTION A. Disciplinary actions covered by this article include Formal Written Reprimands and suspensions of fourteen (14) days or less. Suspensions of longer than fourteen (14) days, removals, reduction-in-force actions, reduction in grade actions and furloughs of thirty (30) days or less are not covered by this article, but are appealable to the Merit Systems Protection Board.**

**SECTION B. EMPLOYEE RIGHTS.** In the event an employee is issued a notice of proposed suspension, that employee must be afforded and made aware of all his/her rights and privileges. The Employer shall provide the employee concerned two copies of all notices of proposed suspension and formal written reprimands, one copy for the employee and the other for the Union if the employee so desire. The employee and/or representative shall be given the opportunity to review all written records relied upon by the proposing official. Replies to notices of proposed suspension shall be presented within seven (7) work days after the notice is received by the employee.

**SECTION C. UNFAVORABLE DECISION.** Employees shall be advised of the right to grieve the issuance of a formal written reprimand, or the imposition of a suspension of fourteen (14) days or less under the negotiated grievance procedure.

## PART SIX WORK AREA/FACILITIES

## ARTICLE 39 SAFETY AND HEALTH

**SECTION A. GENERAL.** The Employer and the Union seek to provide and maintain a work environment conducive to the safety and well being of all employees. The Employer agrees to consider all recommendations of the Union relative to basic policy on safety and health.

**SECTION B. EMPLOYEE.** It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will periodically advise the employees of safety rules and practices to be observed.

**SECTION C. INSPECTION.** An annual safety and health inspection will be conducted for all areas of the HQ, USAMC facility occupied by USAMC employees. Inspections will be performed in accordance with current regulations. The Union will be offered the opportunity to participate in scheduled inspections by the Safety Office. Management agrees to allow the Union to review records of safety inspection and accident reports

relative to HQ USAMC on file in the Safety Office and further agrees to furnish the Union a copy of reports of safety inspections, accident investigations, and safety and health violations in HQ USAMC after their completion subject to the statutes governing the release of information.

**SECTION D. CLIMATIC CONDITIONS.** In areas where climatic conditions reach levels which adversely affect health, safety, comfort, and efficiency as prescribed in appropriate regulations, employees will be granted excused leave when such conditions exist or will be temporarily assigned duties within the building where such conditions are not adverse.

**SECTION E. CLEAN AIR.** Employee complaints concerning the air quality may be made directly to the DOD Building manager.

**SECTION F. REPORTING.** The employer and the Union shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. All employees in the course of performing their normally assigned responsibilities are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas, which may represent health hazards. Each supervisor or other representative designated by the Employer will take prompt and appropriate action to seek correction of any unsafe or unhealthy condition or action which is reported or observed. Procedures for reporting are contained in AMC-M 385-1. The Employer assures that no degradation or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

**SECTION G. WORKING CONDITIONS.** 1. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health or safety, he or she should report the circumstances to the immediate supervisor and Union Steward. The supervisor and Steward shall inspect the work area to ensure that it is safe before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by either the supervisor or Steward, a report shall be made to the appropriate Deputy Chief of Staff and/or Separate Staff Office Chief who will cause a determination to be made by competent authority (Safety Officer) who shall render a report on his/her determination and findings, a copy of which will be provided to the Union and the employee involved. The Union or an employee or group of employees who believes that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question may request a ruling from the Safety Officer prior to filing a grievance. An employee who has a reasonable belief that he/she is in imminent risk of death or serious bodily harm from a work assignment and who does not have sufficient time to seek redress through normal abatement procedures may decline to perform the assignment at his or her own risk of an appropriate disciplinary action.

2. Employees should immediately report to their supervisor all on-the-job injuries or job-related illnesses no matter how slight. For injuries on the Job, employees will be advised of their right to file a claim with the Department of Labor, Office of Workers' Compensation.

3. Management will attempt to give employees who are temporarily unable to perform their regularly assigned duties because of illness or injury but who are capable of returning to or remaining in a duty status, as determined by competent medical authority, work assignments compatible with their physical condition.

4. As soon as practical after official notification to the nearest of kin, the Employer shall notify the Union President of any serious on-the-job injury involving dismemberment or death of an employee in the unit so that the Union may extend Union benefits to which the employee and/or the employee's family may be entitled.

5. In consonance with the provisions of AR 385-40, on-the-job accident and illness records shall be maintained and reported. A copy of all such records shall be available to the Union subject to the statutes governing release of information.

**SECTION H. INSECT CONTROL.** It is agreed that the use of toxic materiel for the active control of insects in the HQ, AMC building is undesirable. In lieu of the active approach, a passive approach, such as insect bait that is not harmful to humans and produce no harmful vapors that may pollute the air should be used.

**SECTION I. SMOKING.** Smoking is not permitted in HQ AMC controlled space. The Employer agrees to provide one (1) outdoors smoking shelter (e.g., Harrison Equipment Company, Model Number 98A746, or equivalent), with the possibility of a second shelter if needed, or a suitable alternative means of protecting smokers from the elements.

## ARTICLE 40 PHYSICAL MOVES AND INTERNAL CONSTRUCTION OF OFFICES IN HQ AMC

**SECTION A. NOTIFICATION.** 1. In accordance with Article 33, Mid Term Bargaining, the Employer agrees to provide the Union notification of any anticipated physical moves or internal construction in HQ AMC. The Union shall be invited to attend all planning meetings concerning physical moves of bargaining unit members; relocation of bargaining unit member work stations; or internal construction within the work environment.

2. The Employer agrees to provide to the Union notification ten (10) working days prior to the placement of any contract employees if the placement displaces bargaining unit members.

3. For the purposes of this agreement notification shall include, detail floor plans, schedules, procedures, and any data necessary to the understanding of the anticipated action as appropriate.

4. For the purposes of this agreement construction shall be construed to mean any physical change (construction, appearance, alterations, modifications or demolition) within the HQ AMC work environment.

5. In accordance with Article 33, Mid Term Bargaining, failure of the Employer to provide adequate notification will delay action until the notification requirement is met.

**SECTION B. FIRST CHOICE.** Employees will be treated as equally as possible regarding the utilization of space, equipment and furniture in accordance with appropriate regulations and subject to space limitations and mission requirements. In this regard, as a result of a directed move or reorganization, regardless of the number of employees, choice of physical location will be given to the senior employees. Certain employees may require placement based upon their function regardless of seniority (e.g., secretary in close proximity to the supervisor). However, the physical location of action officers is generally immaterial to the efficient functioning of the work place. In that contractor personnel are not in the bargaining unit, they have no claim to seniority with Federal employee workspace. Seniority will be based on the grade of the employee. Seniority within a grade will be based on the service computation date not adjusted by performance appraisals.

**SECTION C. HANDICAPPED.** Maximum consideration will be given to those employees with medically documented handicaps, allergies, or other health related problems that require locations near elevators, windows, air vents, etc.

**SECTION D. SAFETY AND TRAFFIC.** Employees will be situated in a manner, which will cause them the least distraction from traffic as feasible. The Employer agrees to cover or protect telephone and electrical outlets, wires, etc., as far as practical, so that they will not present a safety hazard to employees. Pursuant to Article 39, Section F of negotiated agreement, any unsafe working condition should be reported to the employee's supervisor or other appropriate official for prompt and appropriate action.

**SECTION E. MOVING GOVERNMENT EQUIPMENT.** Moving office furniture and equipment should be accomplished by the appropriate activity responsible for such work. However, this does not prohibit the Employer from assigning the moving of office furniture and equipment to bargaining unit employees, subject to the provisions of Article 39, Safety and Health (see Section G, Article 39).

#### **ARTICLE 41 ALTERNATE WORK SITE**

In accordance with governing regulations, the employer may designate an employee's home or personal office as his/her official work place; either full or part time, when it affords mutual benefits provided there is no additional cost to the employer. The supervisor may require the mandatory presence of such employees during specific time(s) to accommodate work coordination and special situations such as meetings, conferences and training.

#### **ARTICLE 42 CHILD CARE**

The employer agrees to survey the bargaining unit population to determine if there is a sufficient demand for child care services, as per a determination similar to that used on a typical Army installation. If it is determined that the demand is sufficient, the employer agrees to open mid-term bargaining in accordance with Article 33.

#### **PART SEVEN AGREEMENT SECTION**

#### **ARTICLE 43 DURATION OF AGREEMENT**

**SECTION A. IN FORCE FOR THREE YEARS.** This agreement will remain in full force and effect for three years from the effective date. The effective date of this agreement is July 2, 1999.

## **SECTION B. RENEWAL.**

1. Either party may give written notice to the other, not more than 105 nor less than sixty (60) days prior to the three years expiration date, for the purpose of re-negotiating, amending, or updating this Agreement. If neither party serves such notice, the Agreement shall be automatically renewed for one (1) year periods each year on the anniversary date.
2. The parties agree that in the event notice of intent is given, the parties shall begin negotiations no later than forty-five (45) days prior to the expiration date of the Agreement. (The initial negotiation session(s)) will be limited to negotiating ground rules that are to apply to renegotiating the basic agreement and will, at a minimum, address the amount of official time Union personnel are to be authorized for preparation of proposals. Negotiations of ground rules will be started within thirty (30) days from the date the written notice of intent is received.) If negotiations are not completed by the expiration date, this agreement shall remain in full force and effect until the new agreement has been approved, provided the old agreement is in conformance with appropriate policies and regulations at the time it is extended/renewed.

## **SECTION C. AMENDMENTS.** This agreement may be amended or supplemented as follows;

1. At any time by mutual consent of the parties.
2. At any time the provisions of the agreement are abridged or nullified by enactment of law or rule or regulation of higher authority. Changes in this agreement required by law or rule or regulation of higher authority shall be negotiated under the procedures set forth in Article 33.

## **PART EIGHT** **APPENDIX**

### **APPENDIX A** **GROUND RULES FOR NEGOTIATIONS**

#### **ARTICLE I - PURPOSE OF GROUND RULES**

This memorandum of understanding (MOU) is entered into by Headquarters US Army Materiel Command (hereinafter "Employer") and NFFE, Local 1332 (hereinafter "Union"). This MOU governs procedures for the negotiations of written agreements with the purpose of continuing a good Management-Labor relationship. This MOU shall apply to negotiating amendments, supplements, MOUs or other mid-term modifications, all impasse resolution processes, and Impact and Implementation bargaining during the life of the negotiated agreement.

#### **ARTICLE II - NEGOTIATION CONDUCT AND PROCEDURES**

It shall be the duty of both parties to negotiate in good faith on all negotiable matters with the objective of reaching agreement and avoiding lengthy negotiations. To this end the parties agree that chief negotiators have independent and final authority to sign off in agreement on all negotiable matters. Any particular negotiations sessions may be postponed upon presentation of reasonable grounds and mutual consent of the parties.

## **ARTICLE III - DEFINITION OF TERMS**

The following will have the definitions given below in this Article (and no other definition) whenever used in these Ground Rules:

- a. **Agreement:** The document recording the entire set of understandings and agreements resulting from negotiations between the Employer and Union covering any or all such matters which concerns personnel policies and practices and matters affecting working conditions of employees.
- b. **Negotiations:** Discussions between representatives of the Employer and Union for the purpose of reaching agreement on matters affecting both parties. This includes the following: ground rules, collective bargaining agreement, supplements, and amendments thereto, memoranda of understanding, mid-term modification to the agreement, mediation, impasse resolution, and impact and implementation bargaining.
- c. **Observer:** Any person attending a negotiating session who is not formally designated as a negotiating team member.
- d. **Technical Expert:** Any person determined to be an expert in a specific field.

## **ARTICLE IV - TIME OF NEGOTIATIONS**

The Employer and the Union, recognizing their obligation to meet at reasonable times and to confer in good faith, will conduct negotiations at a time mutually agreed to by the parties, meeting until resolution or impasse.

## **ARTICLE V - PLACE OF NEGOTIATIONS**

Negotiations between the Employer and the Union will take place in the AMC building, 5001 Eisenhower Avenue, Alexandria, Virginia 22333. The meeting room will include a telephone (in service) if available, table space and chairs for each negotiating team member and authorized observer and technical expert. Smoking is prohibited in the meeting room.

## **ARTICLE VI - REPRESENTATION AT NEGOTIATIONS**

- a. Each team will be comprised of one Chief Negotiator, an Alternate Chief Negotiator, up to three members, for a total not to exceed five persons.
- b. The individual team members may be replaced. Replacements shall be entrusted with the same right to speak for and bind their party as members they replace.
- c. In addition to the negotiating team members a technical expert may be included for specific articles under discussion.

## **ARTICLE VII - CHAIRMANSHIP**

- a. The Chief Negotiator for the Employer shall be responsible for opening and closing the first session. The Chief Negotiators shall alternate Chairmanship for the subsequent sessions. The Chief Negotiator will serve as spokesman for his team. Other members of each team may speak only with the permission of the team's Chief Negotiator.
- b. The Chief Negotiator responsible for opening a meeting will perform the following functions:
  - (1) Call the negotiation session to order at the scheduled time and place.
  - (2) Announce the Agenda for the current negotiation session.
  - (3) Conduct the negotiations in accordance with the Agenda and Ground Rules.
  - (4) Adjourn the negotiation session in accordance with the schedule and/or Ground Rules.
  - (5) Prior to adjourning obtain agreement on agenda for the next session.
- c. Negotiation sessions will be canceled if neither the Chief Negotiator nor the Alternate Chief Negotiator is present.

## **ARTICLE VIII - SUBMISSION OF PROPOSED ARTICLES**

Prior to the beginning of negotiations the parties will exchange proposals with each other. Each party shall be allowed fifteen (15) work days for reviewing such proposals and counter proposals.

## **ARTICLE IX - OFFICIAL TIME**

Official time will be granted to members of the negotiating team for preparation of proposals and consideration of counter proposals.

## **ARTICLE X - APPROVAL OF AGREEMENT**

- a. Upon reaching agreement on each section/article, the Chief Negotiators shall signify such agreement by initialing the agreed upon item on both draft and final copy. This will not preclude the parties from reconsidering or revising agreed upon items until a final agreement is reached on each article at which time the article will be signed by each Chief Negotiator.
- b. The Chief of Staff ant the Union President will execute this agreement in an official ceremony. The thirty (30) day time limit for agency head review begins on the day following the signing of this agreement.
- c. Upon review by DOD, the provisions, or portions thereof, which are found to be violative, will be renegotiated in order to achieve regulatory and statutory compliance.
- d. The typewritten copies will be provided by the Employer.

## **ARTICLE XI - NEGOTIATION IMPASSES**

- a. An impasse shall exist when there is failure and/or inability to reach agreement on any negotiable matter. However, the parties may agree to temporarily suspend negotiations on any subject where agreement appears remote at the moment and move on to another subject. After all negotiable items on which agreement can be reached have been disposed of, the parties shall attempt, as a minimum, to resolve tabled issues three times before declaring impasse.
- b. In the event of any impasse in these negotiations the procedures set forth in 5 U.S.C. 7119 and 5 C.F.R. part 2471, may be instituted by either party.
- c. In the event the services of either the Federal Mediation and Conciliation Service (FMCS) or the Federal Service Impasse Panel (FSIP) are used the articles agrees to by the parties will remain unchanged, unless affected by the articles at impasse.

## **ARTICLE XII - CAUCUSES/RECESSES**

Each team may call one recess of not more than fifteen (15) minutes for rest purposes for any negotiation session of three hours or more. Caucuses may be called by the Chief Negotiator of either party without consent of the other party. Each caucus will be limited to no more than 20 minutes. The party calling the caucus will be obligated to leave the negotiating room. Each party will provide its own caucus room.

## **ARTICLE XIII - RECORDING DEVICES PROHIBITED**

No audio or visual recording devices or components such as microphones, tape or cassette recorders, cameras, television equipment, or radio transmitters will be brought into or allowed to remain in the negotiation room by the Union or the Employer while negotiations are in progress. Either party may suspend negotiations immediately upon discovery of the presence of any prohibited recording device and need not resume negotiations until such devices are removed from the negotiating room.

## **ARTICLE XIV - VERBATIM TRANSCRIPTS PROHIBITED**

The negotiations will not be recorded verbatim by either party by any shorthand, steno, type, or other manual means designed to produce verbatim transcripts of the negotiations.

APPENDIX B  
SAMPLE FLEXIBLE WORK SCHEDULE REQUEST

OFFICE SYMBOL

DATE

MEMORANDUM FOR Supervisor

SUBJECT: Request for a flexible work schedule

1. Under the provisions of the Flexible Work Schedule Program, request I be authorized to work the following hours each work day.

FROM

TO

0730

1600

2. I understand that the requested hours, if approved, may be adjusted to meet specific operational requirements as may be deemed necessary. Other changes to my work schedule will be accomplished through normal supervisor/ employee arrangements.

EMPLOYEE'S SIGNATURE

APPENDIX C  
SAMPLE CREDIT HOUR REQUEST

OFFICE SYMBOL

DATE

MEMORANDUM FOR Supervisor

SUBJECT: Request for a credit hour work schedule

1. Under the provisions of the Credit Hour Program, request that I be authorized to work Monday - Thursday 0700-1630, in order to earn 4 credit hours per week. My Friday schedule will be the normal work day of 0700-1530.

2. I understand that I can not accumulate more than 24 hours of credit and that I must request to use credit hours in the same manner as I request annual leave. I further understand that if this request is approved, my schedule may be adjusted to meet specific operational requirements as may be deemed necessary.

EMPLOYEE'S SIGNATURE

OFFICE SYMBOL 1st End

FOR Employee

1. \_\_\_\_\_ Approved.

\_\_\_\_\_ Disapproved, please make arrangements to discuss this with me.

2. All of the provisions of other pertinent regulations are applicable.

SUPERVISOR'S SIGNATURE

## APPENDIX D

**CREDIT HOURS DAILY SIGN IN/ SIGN OUT**

## ORGANIZATION:

DATE:

**REMARKS:**

## ORGANIZATION:

DATE:

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**REMARKS:**

SIGNATURE CONSTITUTES CERTIFICATION OF CORRECTNESS OF TIME IN AND TIME OUT.

**APPENDIX E**  
**OFFICIAL TIME REPORT FORM**

NAME OF UNION OFFICIAL

UNION POSITION

TIME DEPARTED WORK AREA

TIME RETURNED TO WORK AREA

SUPERV1S0R'S SIGNATURE

DATE

**CHECK APPROPRIATE BOX**

- INVESTIGATE, PREPARE OR PRESENT GRIEVANCE
- PREPARE/PRESENT ARBITRATION
- REPRESENT IN A DISCIPLINARY ACTION
- ATTEND A FORMAL MEETING WITH MANAGEMENT
- PREPARE FOR NEGOTIATIONS
- CONTRACT NEGOTIATIONS
- MID-TERM NEGOTIATIONS
- COMMITTEE MEETING
- LABOR/MANAGEMENT TRAINING
- OTHER \_\_\_\_\_

**INSTRUCTIONS**

1. Union representatives are required to complete the form each time official time is used. Completed form will be turned In to their first line supervisor.
2. First line supervisor will sign the completed form and forwarded to the Headquarters Civilian Personnel Office.
3. All questions should be referred to the Headquarters Civilian Personnel Office, Labor Relations Specialist.

**APPENDIX F**  
**GRIEVANCE FORM**

Your Office Symbol

Date

MEMORANDUM THRU HQ Civilian Personnel Advisory Center, Labor Relations Specialist

FOR (Name, title and office of the deciding official)

SUBJECT: Step 2 or Step 3 Grievance - your name

1. REFERENCES. Enter in order of use in your discussion.

2. PURPOSE: The purpose of this memo is to submit a Step 2/3 grievance that alleges that (name of individual), did on or about, (date) violate the following article of the negotiated agreement, AR, law, etc., by (tell what he/she did). Make this a brief statement.

3. VIOLATION OF: If appropriate, cite the portion of the agreement, regulation, law, etc. that was violated.

4. REPRESENTATION: I will represent myself or be represented by (name of Union representative, office and phone number).

5. DISCUSSION:

a. Results of Step 1. The date of the Step 1/2 discussion, who attended, the issues discussed and the results of that meeting. If there is documentation, attach as an enclosure.

b. State in your own words why you are submitting this grievance, what happened, when the event(s) occurred and who was involved. Follow a chronological format and subdivide this section into as many paragraphs as are required.

6. REMEDY SOUGHT: It is requested that (spell out what you want management to do)

ENCLOSURES  
(list)

Your signature block  
Name  
Title, Series and grade

CF: Copies Furnished

This format will be used for Steps 2 and 3 in the grievance procedure. A separate memo will be used for each step, do not endorse. Although, Step 1 is usually submitted informally, this format may be used for written Step 1 submissions. Do not include previous statements in subsequent steps. Use white bond 8 1/2 X 11 papers, one side only. This format will be used for Steps 2 and 3 in the grievance procedure. A separate memo will be used for each side only. On all subsequent pages enter the subject at the top of each page and page number at the bottom.