

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

National Association of
Government Employees (Local R1-34)

&

Natick Soldier Research, Development, and
Engineering Center (NSRDEC)

Approved by the
Department of Defense on 14 Dec 2018
Effective until 14 Dec 2023

PREAMBLE

This agreement is made by and between those elements of the Natick Soldier, Research, Development and Engineering Center located at Natick, Massachusetts (NSRDEC), hereinafter referred to as the "Employer," and the National Association of Government Employees (NAGE), Local R1-34, RDECOM-Natick, hereinafter referred to as the "Union," and collectively referred to as the "parties."

WITNESSETH

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees within the meaning of Chapter 71 of Title 5 United States Code (herein referred to as Statute) to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting conditions of employment; to provide an opportunity for employees, through representation, to participate in the implementation of personnel policies affecting their working conditions; and to provide means for discussion, negotiation and adjustment of matters of mutual interest at NSRDEC.

Both parties, in recognition of their responsibilities under the Statute have a moral responsibility to eliminate waste, combat absenteeism, conserve materials and supplies, ensure timely completion of work, improve the quality of workmanship, improve working conditions, encourage the submission of improvement and cost reduction ideas, encourage safety practices, and promote the development of goodwill between the parties hereto and the local community.

Each party agrees that it will endeavor to establish and maintain working conditions that will be conducive to enhancing and improving employee morale, efficiency and productivity and each will foster a supervisory/employee relationship of mutual respect.

All actions taken by the Employer and Union under terms of this Agreement will be without discrimination as to race, color, religion, national origin, age, sex, sexual orientation or disability.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1. EXCLUSIVE RECOGNITION AND REPRESENTATION UNDERSTANDING

Section 1

The Union is the exclusive representative of all employees in the Unit (as defined in Section 2), and the Union recognizes its responsibilities to represent the interests of all employees in the Unit without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions.

Section 2

This agreement applies to those employees identified in Federal Labor Relations Authority (FLRA) Certification of Representative Case No. BN-RP-14-0020, dated May 4, 2015, specifically:

INCLUDED: All professional and non-professional employees of the U.S. Army Natick Soldier Research, Development, and Engineering Center (NSRDEC), Natick, Massachusetts.

EXCLUDED: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Section 3

The parties understand that the inclusion of the employees at the Simulation and Training Technology Center (STTC), Orlando, FL – via the general principles of accretion – would not presently meet the requirements for an appropriate unit. However, the parties agree that the principles of accretion may apply to STTC in the future should a sufficient community of interest exist.

ARTICLE 2. NEGOTIATION, CONSULTATION, AND COMMUNICATIONS

Section 1

It is agreed and understood that matters appropriate for consultation and negotiation between the parties are policies, practices, and programs relating to work conditions that are within the discretion of the Employer. These include, but are not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay administration, reduction-in-force practices, hours of work, and proposed reorganizations resulting in pay or grade reduction, separation, or physical relocation.

Section 2

The fact that certain subjects are not listed as appropriate for negotiation does not restrict either party from meeting with the other to discuss and consult on matters which both consider appropriate for such consultation under this Agreement. It is further agreed and understood that the Employer will notify the Union and/or consult in writing at least ten (10) working days before making any changes to prior or future benefits, understandings, and personnel practices which are not specifically covered by this Agreement, except under emergency conditions. It is further agreed that the Union must notify the Employer in writing of its desire to negotiate over the proposed changes and identify questions and concerns within ten (10) working days. If no response is received, the Employer may institute the changes and no further obligation to negotiate exists.

Section 3

The Union shall be informed by the Employer concerning any formal survey or study directly related to conditions of employment unless the Employer determines that such notification would adversely impact internal security or otherwise undermine the compelling need for the study.

Section 4

The Union shall be informed by the Employer concerning any preliminary decisions reached as a result of discussions with individual employees that may affect the Unit as a whole. It is recognized that informal discussions between an employee and his/her supervisor, that are of a personal nature or concern problems personal to an employee do not normally fall into this category.

Section 5

The Union agrees to notify the Employer five (5) working days in advance of any official Union external communications regarding matters related to management practices.

Section 6

The Union and the Employer agree to provide each other with an advanced copy of all Unfair Labor Practice (ULP) charges ten (10) working days prior to filing with the Federal Labor Relations Authority. The parties agree to meet within five (5) working days to informally attempt to resolve the matter(s).

ARTICLE 3. PROVISIONS OF LAW AND REGULATIONS

Section 1

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, and/or Executive Orders, including applicable policies set forth in the Code of Federal Regulations; by published agency policies and regulations in this Agreement as approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement with NAGE at a higher agency level.

Section 2

It is agreed and understood that the Union will have access to all published agency policies and regulations required by law. This will be provided by giving the Union access to the Internet and any local shared network resources. The parties agree that provision of such access fulfills the agency's responsibility to provide any documents available on the Internet, whenever the agency is required to do so in any dispute forum, or pursuant to any provision of this agreement.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF EMPLOYER

Section 1

The Employer has the right:

- a. to determine the mission, budget, organization, number of employees, and internal security practices.
- b. in accordance with applicable laws –
 - (1) to hire, assign, direct, lay off and retain employees or to suspend, remove, or reduce in grade or pay, or to take other disciplinary action against such employees.
 - (2) to assign work, to make determinations with respect to contracting out and to determine the personnel by which operations shall be conducted.
 - (3) with respect to filling positions, to make selections for appointments from:
 - (A) among properly ranked and certified candidates for promotion.
 - (B) any other appropriate source
 - (4) to take whatever actions may be necessary to carry out the mission during emergencies

Section 2

Disciplinary action may be taken against an employee only upon investigation of pertinent facts and evidence. Nothing in this section precludes the Employer from taking appropriate action pending completion of an investigation to protect the health or safety of employees, or physical, or financial, or national security interests of the activity.

Section 3

The Employer will annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B), also known as Weingarten Rights.

Section 4

The Employer will comply with Privacy Act requirements for the maintenance, access, amendment and disclosure of personal information maintained in a system of records and accessed by a personal identifier. Such records include, but are not limited to, official personnel folders and the information contained therein.

Section 5

The Employer agrees, that to the extent possible and in accordance with applicable laws, rules, and regulations, to make every reasonable effort to ensure that all employees are given fair and equitable treatment in all matters concerning conditions of employment.

Section 6

It shall be an unfair labor practice for an agency:

- a. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title 5 United States Code Chapter 71 (Chapter 71);
- b. to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- c. to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- d. to discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under Chapter 71;
- e. to refuse to consult or negotiate in good faith with a labor organization as required by Chapter 71;
- f. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71;
- g. to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title [5 USC § 2302]) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- h. to otherwise fail or refuse to comply with any provision of Chapter 71.

Section 7

Any employer-provided facilities or services to the Union shall be furnished in accordance with Executive Order and/or other applicable laws and regulations.

ARTICLE 5. RIGHTS OF EMPLOYEES

Section 1

The parties acknowledge that 5 U.S.C. 7102 provides as follows:

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under Chapter 71 of Title 5, U.S.C., such rights include the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5, U.S. Code.

Section 2

Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies. The Employer shall not discipline an employee because the employee has raised a complaint or given testimony under applicable laws, the negotiated grievance procedure or Equal Employment Opportunity (EEO) complaint process, Merit Systems Protection Board (MSPB) or other available procedures for redressing wrongs to employees.

Section 3

An employee has the right to be represented when (1) the employee is examined in connection with an investigation conducted by an agency representative, (2) the employee reasonably believes disciplinary action against him/her may result, and (3) the employee requests Union representation.

Section 4

The employee, or his/her designated representative with the employee's written consent, shall have the right to review his/her own Official Personnel Folder and any other official personnel file maintained on that employee by the organization to which the employee is assigned. This does not include a supervisor's personal notes, which are for refreshing a supervisor's memory, and are not a formal record of events. These items will be maintained and safeguarded separately from any formal system of records and will be treated as confidential and sensitive. Those portions of any personal notes, which are incorporated into any official action or performance evaluation, become part of the formal record and will be provided to employees upon request.

Section 5

- a. The Employer and the Union agree that insuring a productive and professional work environment is integral to the efficient accomplishment of the agency mission. Behaviors that create a hostile, humiliating or intimidating work environment, including abusive language or behavior are unacceptable and will not be tolerated.
- b. Employees who believe they are subject to such behavior should raise their concerns with an appropriate supervisor. Such concerns shall not be the subject of retaliation.
- c. The Employer will inform employees of workforce violence policies and available Employee Assistance Program (EAP) support and training opportunities.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE UNION

Section 1

The Union has the right and obligation to represent all employees in the Unit; to present its views to the Employer on matters of concern either orally or in writing; and to negotiate an agreement with the Employer on personnel policies, practices and procedures and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations.

Section 2

It shall be an unfair labor practice for a labor organization:

- a. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title 5 United States Code Chapter 71 (Chapter 71);
- b. to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under Chapter 71;
- c. to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- d. to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, sexual orientation, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
- e. to refuse to consult or negotiate in good faith with an agency as required by Chapter 71;
- f. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71;
 - (1) to call, or participate in, a strike, work stoppage or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or
 - (2) to condone any activity described in subsection (1) of this section by failing to take action to prevent or stop such activity; or
- g. to otherwise fail or refuse to comply with any provision of Chapter 71.

Nothing in subsection f. of this Section shall result in any informational picketing which does not interfere with an agency's operations being considered as an unfair labor practice.

Section 3

It shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure:

- a. to meet reasonable occupational standards uniformly required for admission, or
- b. to tender dues uniformly required as a condition of acquiring and retaining membership.

Section 4

The Union has a positive responsibility to assist the Employer in the efficient and economical operation of NSRDEC by counseling members of the bargaining unit concerning their obligations as employees and by fostering sound work habits and attitudes.

ARTICLE 7. OFFICIAL TIME

Section 1

The Employer agrees to recognize the duly designated Local Officers and Stewards. The number of Officers and Stewards shall not exceed one (1) for every fifty (50) members of the bargaining unit. Stewards shall be assigned to discrete geographic areas or work areas, normally within the area that they represent. The Union shall furnish the Employer at the conclusion of the Union election, a list of all duly designated officers, stewards, and stewards at large of the Union. This list shall include each

Steward's area of representation and will be updated as changes occur. No employee may act as a representative of the Union unless his/her name has been first furnished to the Employer, in writing, by the Union official in charge. The Employer agrees to furnish a WBS / Cost Code for use of Official Time. The WBS / Cost Code is to be utilized by the Local R1-34 President, Vice President, Officers and Stewards.

Section 2

Any employee representing the exclusive representative in the negotiation of a collective bargaining agreement shall be allowed official time for such purpose to the extent authorized by 5 U.S.C. 7131(a), Executive Order, and/or other applicable laws and regulations. The number of employees for whom official time is authorized for this purpose shall not exceed the number of individuals designated as representing the agency for such purpose.

Section 3

Official time shall not be used by Union representatives or bargaining unit employees for any activities relating to the internal business of the labor organization. Examples of such activities include:

- a. Election of Union officials and/or stewards, inclusive of all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.;
- b. Preparation and/or distribution of any internal Union article, bulletin or newspaper (This excludes articles for the Warrior and other official publications.);
- c. Preparation and/or distribution of literature soliciting membership;
- d. Solicitation of membership;
- e. Preparation and distribution of any literature relating to any benefits of Union membership (e.g., insurance plans, legal coverage, books, etc.) or the performance of any administrative functions relating to such benefits;
- f. Solicitation of signatures on dues withholding authorization forms;
- g. Attendance at local, state or national conventions, seminars or similar events, e.g., workshops oriented toward the improvement of skills, techniques or strategies (not to include those portions of such events for which the Union has demonstrated the mutual Employer-Union benefit of the training and the Employer has concurred and authorized official time).

Section 4

The functions of a Steward or Local Officer are the investigation and processing of grievances at the informal/formal steps of the grievance procedure set forth in this agreement, and those other necessary duties as defined but not limited to Section 11 of this Article. When an employee wishes to see his/her Steward, he/she shall request permission from his/her supervisor to see his/her Steward for the purpose of discussing a matter of personal concern, provided that such matters are unrelated to internal union business. When, in the performance of his/her approved duties, it is necessary for a Steward or Local Officer to leave his/her assigned work station during working hours, he/she should notify his/her immediate supervisor, or in his/her absence, his/her relief or next level supervisor. Local officials and employees alike will inform their immediate supervisor where they can be contacted and will inform their immediate supervisor upon their return to the work station. Subject to work requirements, the supervisor may require the employee or representative to remain on the job, and will state the reason in writing the same working day, if requested by the employee or representative, and furnish a copy to the Director, CPAC and the union official in charge, unless a mutually-agreed resolution of the problem occurs.

Section 5

Official time is authorized for representational duties as provided in 5 U.S.C. 7131(d), Executive Order, and/or other applicable laws and regulations to the extent the Employer and the Union agree is reasonable, necessary and in the public interest. The parties agree that official time shall not exceed the limits set forth under Executive Order, and/or other applicable laws and regulations is not authorized for the following:

- a. Representation of any employee in any matter not directly related to his/her employment at NSRDEC.
- b. Representation of former employees in any matter unrelated to an ongoing grievance, arbitration or appeal.

Official time may only be authorized when an employee is in a duty status. Overtime or compensatory time will not be authorized for the performance of representational functions. If an Employer scheduled labor-management meeting is held at a time after the representative's eight hour basic work requirement has been met, the representative may earn credit time for the meeting to the extent credit hours are authorized to be earned. Labor-management meetings requested by the representative and scheduled by the employer outside the representative's basic work requirement may result in the earning of credit hours to the extent credit hours are authorized to be earned.

Meetings between employees and Union officials or representatives will usually be held in the Union Office. Union officials may respond to telephone calls at their work site regarding Union matters for which official time is authorized and such a call can be completed within a few minutes. More extended calls must be conducted at the Union Office. Union officials will not discuss Union matters or individual grievances with the aggrieved employee or other bargaining unit employee at the work site unless specific approval is granted by the employee's supervisor. Union officials will advise an employee that, prior to leaving the work site to meet with a Union official during duty hours, the employee must request and receive approval from the supervisor.

Section 6

A Union representative will be authorized official time while in a duty status as directed by the Federal

Labor Relations Authority for the union representative to participate in any phase of proceedings before the Authority as provided in 5 U.S.C. 7131(c).

Section 7

The Employer agrees to grant official time to officers of the Union designated to represent employees to allow them to attend Union sponsored training when the Employer determines that such training has been shown to be of mutual benefit to the Employer and the Union, and each employee's absence will not seriously impair accomplishment of the organizational mission. Requests for such training, with sufficient documentation to determine the mutual benefit of the training, will be forwarded to the Director, CPAC, or his/her designee, in writing, at least thirty work days in advance of the scheduled training, when possible. Matters related to any internal Union business will not be considered of mutual benefit.

Section 8

Meetings between employees and Union officials or representatives will usually be held in the Union Office. Union officials may respond to telephone calls at their work site regarding Union matters for which official time is authorized and such a call can be completed within a few minutes. More extended calls must be conducted at the Union Office. Union officials will not discuss Union matters or individual grievances with the aggrieved employee or other bargaining unit employee at the work site unless specific approval is granted by the employee's supervisor. Union officials will advise an employee that, prior to leaving the work site to meet with a Union official during duty hours, the employee must request and receive approval from the supervisor.

Section 9

The Employer agrees that there shall be no restraint, interference, coercion or discrimination against Local Officers and Stewards from performing their duties in accordance with the provisions of this Article.

Section 10

The Employer agrees to notify the union official in charge when it becomes necessary to transfer a union officer or steward from his/her current assigned area(s). Such notification will be provided at least ten (10) working days in advance of any such transfer, or as soon as possible in the event of an urgent work situation.

Section 11

For the purpose of this Agreement, Union officials shall be granted official time in any amount that the Union and Employer agree to be reasonable, necessary and in the public interest, to the extent authorized by Executive Order, and/or other applicable laws and regulations, for the following:

- a. Representation in grievances, discrimination complaints and appeals to the extent that a grievance meeting falls within the scope of a "formal discussion" pursuant to 5 U.S.C. §7114(a)(2)(A) or (B).
- b. Preparation of grievances and discrimination complaints and appeals.
- c. Preparation for, and representation of, the Local in consultations with the Employer.

- d. Representation at arbitration and statutory appeals hearings, except that the Federal Labor Relations Authority (FLRA) shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose.
- e. Representation in the Union's own right at resolution of grievances, adverse actions and EEO matters that affect bargaining unit employees beyond the concerns of the individual grievant or complainant.
- f. Attendance at Employer initiated committee meetings that affect bargaining unit employees as the designated Local Representative.
- g. Preparation for and presentation at Unfair Labor Practice investigations and hearings.
- h. Daily routine issues that are unrelated to the Union's internal business (e.g. concern of employees, reporting unsafe conditions, etc.).
- i. Review of and response to memos, letters and requests from the Employer as well as proposed new instructions, manuals, notices, etc. which affect personnel policies, practices, or working conditions.
- j. Reviewing and responding to consultation matters from bargaining unit members.
- k. Acting as a technical advisor or assistant employee representative in an Employer or Thirdparty initiated hearing.
- l. Attending hearings or meetings which constitute a formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices, or other general condition of employment.
- m. Attending Employer sponsored training when such training is essential in meeting contractual obligations.
- n. Attending Union sponsored training sessions, provided the training is of mutual benefit to the Employer and the Union in their commitment to labor relations.

Section 12

Official Time will be authorized on a case by case basis for travel in connection with activities for which Official Time is otherwise authorized.

ARTICLE 8. OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1

The Union and the Employer affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, believing that the public interest requires the full utilization of employees' skills and abilities without regard to consideration of sex, race, religion, color, national origin, age or disability.

Section 2

The Union and the Employer will endeavor to support federally recognized special emphasis programs.

Section 3

Employees who have a complaint that is not easily distinguishable from a grievance procedure issue should first refer to the negotiated Grievance Procedure Article of this agreement to avoid a possible dismissal of the complaint on the basis of timeliness.

Section 4

Through the procedures established for Union-Management cooperation, each party agrees to advise the other of outstanding equal opportunity problems of general applicability of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in applicable regulations.

Section 5

Employees may not pursue both a formal EEO complaint and a formal administrative grievance predicated on the same set of facts and/or evidence supporting his/her claim, notwithstanding whether the employee raised the complaint in the grievance process as being a result of their being a member of a protected class. The employee must elect to raise the matter under either 29 C.F.R. Part 1614, or the negotiated grievance process, but not both.

ARTICLE 9. EMPLOYEE ASSISTANCE COUNSELING

Section 1

The Employer and the Union recognize that stress from any source (e.g., work or non-work related) can cause employees to become unproductive, can cause workplace disruption, and can lead to problems in the management of work and personnel. The Employer agrees to provide access to professional counseling or referral services for all employees. Such services, provided by the Employee Assistance Program (EAP) will aid the employee in dealing with the widest possible variety of problems that may interfere with the employee's well-being and productivity.

Section 2

If a formal employee assistance program exists, the Employer will endeavor to furnish the necessary information to employees.

Section 3

The Counselors provided by any employee assistance program shall be bound by the rules and regulations on client confidentiality stated in 42 Code of Federal Regulations, Part 2. All personnel, including supervisors are also bound by the provisions of the Privacy Act, as implemented by AR 340-21, concerning the participation of individuals in the Employee Assistance Program. However, information revealed during counseling sessions is subject to mandatory disclosure under AR 380-67, Department of the Army Personnel Security Program, for employees in positions requiring access to classified information.

Section 4

The Employer may schedule a counseling appointment for an employee but may not require or coerce an employee to attend or otherwise seek counseling. This language shall not be construed as precluding a supervisor from taking an otherwise justified disciplinary or performance based action.

Section 4

Nothing in this Article shall preclude an employee from seeking outside counseling at his/her own expense in lieu of or in addition to the Employee Assistance Program offered by the Employer.

ARTICLE 10. DISCIPLINE AND ADVERSE ACTIONS

Section 1

VERBAL COUNSELINGS. When verbally counseling an employee, the supervisor will, whenever practical, do so in a manner that will protect the employee's privacy and consider his/her dignity and self-respect. The counseling is an informal disciplinary action and not grievable.

Section 2

LETTERS OF CAUTION. A letter of caution from a supervisor to a subordinate is a warning that future misconduct may lead to disciplinary action. A copy of this letter may be maintained by the supervisor for a period of 1 year and will not be filed in the employee's Official Personnel Folder. The letter is an informal disciplinary action and not grievable but may be considered as a factor in future disciplinary determinations while in effect.

Section 3

LETTERS OF REQUIREMENT AND LETTERS OF REPRIMAND. Letters of Requirement are written instructions to an employee from a supervisor to address potential misconduct. Letters of Reprimand are formal disciplinary actions to address misconduct. Letters of Requirement and Letters of Reprimand may be considered as a factor in future disciplinary determinations while in effect. A copy of this letter will be maintained by the supervisor and filed in the employee's Official Personnel File, for a period of 1-3 years. Letters of Requirement and Letters of Reprimand must contain language advising the employee of his/her right to grieve the issuance.

Section 4

ADVERSE ACTIONS. The Employer agrees that adverse actions will be taken to promote the efficiency of the service. Included in the meaning of adverse actions are the following:

- a. Suspensions
- b. Reductions in grade
- c. Removals

Section 5

The Employer agrees to conduct an investigation and a personal interview with the employee before proposing an adverse action against that employee except where an investigation is clearly unnecessary to establish the facts (due to supervisor's first hand observation).

Section 6

When an employee is being interviewed as the subject of an investigation, at the start of the interview the employee shall be advised by the investigator of the general nature of the interview. If the employee reasonably expects that disciplinary action may result, the employee may request to be represented by the Union in accordance with 5 U.S.C. Section 7114(a)(2)(B). If the employee waives his/her rights to representation the employee shall do so in writing and shall indicate how he/she was

advised by the Employer, if at all. The employee will be given a copy of the waiver. Disciplinary action will not be taken against an employee solely for the employee's failure to obey an order to participate in an examination in connection with an investigation after the employee has made a valid request for Union representation, which has been denied.

Section 7

a. When an employee being interviewed in connection with an investigation is represented by a Union representative, the role of that representative includes:

- (1) Advising the employee;
- (2) Clarifying the questions;
- (3) Assisting the employee in providing favorable or extenuating facts; and
- (4) Suggesting other employees who have knowledge of relevant facts.

b. The employer has the right and obligation to hear the employee's own account and the representative cannot answer for the employee.

Section 8

Proposals to suspend, reduce in grade or remove an employee must contain language advising the employee of his/her right to be accompanied or represented, if desired, by a Union or other representative when making an oral or written reply. It is not intended that the making of an oral reply be conducted in the form of a hearing. Prior to the notice of decision, the Employer shall, upon request of the employee, make the case file available for review by the affected employee and/or his/her representative.

Section 9

a. **SUSPENSIONS FOR 14 DAYS OR LESS.** A notice of proposal to take an adverse action shall be delivered to the employee at least 10 working days prior to the effective date of a decision in the matter. The Employer may waive this provision upon request of the employee or when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In no event will the employee be afforded less than 24 hours to answer.

b. **REMOVALS, SUSPENSIONS FOR MORE THAN 14 DAYS, REDUCTION IN GRADE OR PAY.** A notice of proposal to take an adverse action shall be delivered to the employee at least 30 working days prior to the effective date of a decision on the matter. The Employer may waive this provision when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In no event will the employee be afforded less than 7 days to answer.

Section 10

Many factors are relevant for consideration in determining an appropriate penalty for misconduct. The following guidelines are provided to assure only that managerial judgment is properly exercised.

- a. the nature and seriousness of the offense, and its relation to the employee's duties, responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- b. the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- c. the employee's past disciplinary record;
- d. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- e. the effect of the offense on the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;
- f. the notoriety of the offense or its impact upon the reputation of the organization;
- g. the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- h. potential for employee's rehabilitation;
- i. mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter, and
- j. the adequacy of alternative sanctions to deter such actions in the future by the employee or others.

ARTICLE 11. FACILITIES AND SERVICES

Section 1

The Employer will provide access to bulletin boards that are under Employer control for use by the NSRDEC Union officials. The Union is fully and solely responsible for its posted material in terms of adherence to ethical standards. The Union will have access to the shared network for the purpose of establishing and maintaining its own web page.

Section 2

A suitable conference room or auditorium will be made available for Union meetings. The Union will be responsible for housekeeping and security at such meetings.

Section 3

The Employer agrees to advocate for a reserved parking space for the President, NAGE Local R1-34 or the union official in charge of the NSRDEC bargaining unit. If the same person holds both positions, only one space will be provided. An additional space, as close as possible to the Union office, will be provided as needed for visiting NAGE representatives. As only one visitor space is provided to the exclusive representative, NAGE will coordinate its use among the local bargaining units. NAGE will notify the Garrison, Directorate of Operations at least one day prior to the date the additional space is needed.

Section 4

The Employer agrees to maintain appropriate office space and facilities at NSSC (currently Bldg. 1, Room A-003E) in order that the Union may fulfill its contractual obligations to the employees with due confidentiality. The NSRDEC area shall be equipped with a NETCOM compliant computer system and software; a network printer located in Bldg. 1, Room A-003E; air conditioning; desk; chairs; lockable file cabinet (s); bookcase(s); and shared conference table. The Employer agrees to provide standard access to internal mail, copying, and local telephone services for conducting Union business. In addition, the Employer agrees to provide the Union office with a computer, and electronic mail capabilities, including access to email distribution lists.

Section 5

Upon request, the Employer agrees to provide the Union with a list of all new employees, permanent promotions, reassignments or accessions to vacant positions within the bargaining unit. This list will include name, position information, and organization to the Directorate level.

Section 6

Upon request, the Employer agrees to provide the Union information, electronic or otherwise, regarding preliminary decisions that affect working conditions as early as practicable to raise the Union's awareness of the issue.

ARTICLE 12. WORK SCHEDULES AND CREDIT TIME

Section 1

The basic work week will consist of five (5) consecutive 8-hour days, Monday through Friday, not including the prescribed lunch period each day, except for employees who are assigned a different basic work week deemed necessary by the Employer to carry out the mission.

Section 2

a. The Employer agrees that flextime will not be changed or abolished without giving prior notice to the Union and giving the Union an opportunity to bargain regarding such change orabolishment.

b. Bargaining unit members, except employees assigned to organizations requiring shift assignments, may select a flexible schedule. All employees, whether or not selecting flexible work schedules, will post actual working hours, leave periods or excused time using the approved time keeping system or other authorized method.

c. Under the flexible schedule an employee with a basic work requirement of 8 hours in each day and 40 hours in each week may have flexible start and quit times, designated core hours and credit hours. Flextime is all the time designated as part of the workday hours during which the employee may choose his/her arrival and departure times on a daily basis.

d. Heating, air conditioning and other facility support services may not always be satisfactory for those electing to work prior to 0700 or after 1530. Personnel planning to work during these time periods must be willing to accept limitations on such services and must be able to work productively with such limitations.

e. Specific requirements:

(1) Each employee must be present for work during designated core hours or use approved leave or credit hours. Employees may request a work schedule that does not require their presence during the full range of core hours. Such requests will normally cover a period of at least 3 months, must be submitted in writing and include a detailed justification. Supervisors are encouraged to approve requests so long as there is sufficient work that can be accomplished during the requested schedule and there is no adverse impact on the mission. A supervisor may approve a fixed schedule for all or part of a work week without affecting the employee's ability to use a flexible work schedule during the remainder of the week.

(2) Each employee must work, or use leave or credit hours, to account for his/her scheduled tour of duty. Requests to use Credit Time Earned will be submitted via the approved time and attendance system by the Employee. The Employer will strive to approve requests within 24 hours but no later than 48 hours. The Employee is encouraged to discuss their intent with the Employer regarding their request to take time off; particularly if short notice. The employer reserves the right to disapprove submitted requests and/or cancel approved requests based on mission needs/requirements.

(3) Core hours are 0900 to 1430 except for the period permitted for lunch.

(4) The earliest time for start of work is 0600.

(5) The one-half (1/2) hour lunch period or any expanded lunch period must be taken between 1130 and 1330, unless an alternate lunch period is approved in advance by the supervisor. Supervisors must make reasonable efforts within mission constraints to accommodate an earlier lunch period for employees who arrive at work prior to 0730. When an expanded lunch period is used, the excess time may be made up by extending the workday to the extent permitted by the flexible work schedule and/or approved leave. The use of an expanded lunch period must be approved in advance by the supervisor. This agreement does not require the Employer to alter or expand current operating hours of the cafeteria.

(6) Meetings will normally be scheduled between 0900 and 1430 except when mission dictates otherwise.

(7) All offices will have adequate coverage to meet mission requirements. The supervisor may establish limitations on the precise working hours of an employee to assure this capability.

f. Overtime. For employees on flexible schedules, overtime hours are all hours in excess of 8 in a day or 40 in a week, which are officially ordered in advance by management, and are in addition to completion of the weekly or biweekly work requirement. Employees who elect to work credit hours are not entitled to overtime pay for those hours of work.

Compensatory Time. In accordance with the Flexible and Compressed Work Schedules Act, non-exempt employees on flexible schedules may request compensatory time off in lieu of overtime pay.

Section 3

An employee at his/her election and with the supervisor's approval may earn credit hours. Credit hours are defined as hours which are in excess of an employee's basic work requirement but are within the flexible work schedule (0600 to 1800) and which the employee elects to work with the supervisor's approval (credit hours earned) so as to vary the length of a subsequent workday or workweek (credit hours used). Credit hours are subject to the following requirements:

a. A full time employee may accumulate a maximum of twenty-four (24) credit hours for carry-over from a bi-weekly pay period to a succeeding bi-weekly pay period. A part-time employee may carry-over not more than one-fourth of the hours in such employee's biweekly basic work requirement. Employees are responsible for ensuring that they do not exceed the maximum allowed. Credit hours in excess of the maximum will not be converted to overtime or compensatory time. The Employer, however, will not require an employee to work credit hours in lieu of overtime or compensatory time.

b. An employee must obtain prior approval from his/her supervisor to earn or use credit hours. Supervisors are encouraged to approve requests consistent with the requirement to maintain productivity and adequate office coverage to meet mission requirements.

c. Credit hours may only be earned within the flexible work schedule and only on days when the employee is scheduled to work. Credit hours may only be earned in excess of one's basic daily work schedule.

d. Credit hours may be earned only for periods of work at an approved work site.

e. Credit hours may be used or earned in one-quarter hour increments.

- f. Credit hours earned up to the maximum (as determined by paragraph 3a above) may be carried forward for an indefinite period. Credit hours above the maximum are forfeited.
- g. Credit hours earned and used must be recorded by the employee on the approved time keeping system, or other authorized method.
- h. Employees may request supervisory approval to be absent during a portion of normal duty hours and then to extend the duty hours, but not beyond 1800, to make up some or all of that absence. In these instances, as appropriate, only the balance of the use or the accrual of credit hours is required to be separately documented in the approved time keeping system.
- i. Employees with a balance of credit hours (not to exceed the maximum permitted) will be paid at their current rate of pay for unused credit hours when they leave the agency or transfer to an organization that does not have credit hours.
- j. Although no particular compressed work schedules, such as a 5/4/9 or 4/10, are authorized, employees may accumulate credit hours to take a full day off. As stated above, earning and using credit hours are subject to supervisory approval. When adequate office coverage to meet mission requirements is assured and there will be no impairment of productivity, a supervisor may approve an employee's advance request for a given pay period to earn credit hours and to use such credit hours to reduce the number of days in the work week. Employees must understand that any such advance approval of credit hour(s) use is subject to cancellation based on the necessity for the employee's services. Any such cancellation will not be unreasonable.

Section 4

- a. Normally, an employee will be permitted a fifteen (15) minute break away from the immediate work area approximately midway during both the employee's morning and afternoon work hours. Breaks will not be used to extend the lunch period or to shorten the workday. The supervisor has authority to determine when breaks will be taken.
- b. Breaks are intended to enhance employee morale and productivity by providing appropriate rest periods. While many employees consume food and drink during breaks, there is no single location designated for this purpose. Supervisors will consider the availability of services when determining appropriate breaks for employees in remote locations.

Section 5

Employees will be entitled to holiday pay and benefits in accordance with applicable laws and regulations. In keeping with the understanding that holidays will normally be observed as non-workdays, the Employer agrees to provide as much advance notice as possible to employees required to work on a holiday.

Section 6

- a. The following guidelines apply to employees who work less than 8 hours on any given day, either because that is their regular schedule or due to taking leave and/or using credit hours

HOURS OF WORK: Less than 4; 0 Breaks; Lunch optional

HOURS OF WORK: 4 to 6; 1 Break; Lunch optional

HOURS OF WORK: More than 6; 2 Breaks; Lunch required

b. An employee who earns credit hours on a given day is not entitled to any additional break or lunch periods on that day.

ARTICLE 13. OVERTIME

Section 1

- a. It is recognized that the Employer has the right, consistent with the provisions of this Article, to direct that employees work overtime.
- b. Overtime assignments will be distributed by the Supervisor fairly and equitably among employees whose job description normally requires the performance of the work involved in the overtime and who have demonstrated the ability to perform their duties with minimum supervision. Preferences shall be given to those employees who are currently assigned to the job. If no currently assigned employees are available, or if the overtime required exceeds the capabilities of the employees currently assigned, consideration will be given to other employees within the Directorate or equable unit or organization level. In such a case, an announcement will be made and all interested individuals will be notified of the job duties and responsibilities. The immediate supervisor will establish and maintain a list of employees available for overtime. Those employees interested, but not selected for inclusion on the overtime list will be provided with a written explanation, if the employee requests such an explanation. To insure that overtime assignments are made on a fair and equitable basis, rotational overtime opportunities will be made known within a reasonable time by supervisors to all employees under their supervision and to a Union Official upon request. Employees who do not wish to be considered for voluntary overtime shall indicate their declination in writing. They shall then be removed from overtime rotation. Any employee who feels he/she has been denied equitable overtime assignments shall, upon request, be advised by the supervisor of the reason(s) thereof.
- c. The Request for Overtime form will be used for all scheduled overtime assignments. Overtime requests, which have been approved, will be available for review in each organization by employees of that organization and the Union. The employee shall document all approved overtime hours worked in the approved time keeping system. The Employer agrees to maintain and make available accurate and pertinent records of overtime to the Union for resolution of employee complaints, and, if requested by the Union, to post acceptance and declination of overtime offers where necessary to facilitate equitable distribution of overtime work assignments. An employee's declination will not be used as a factor in performance rating or in any way be related to a disciplinary action.

Section 2

Nothing in Section 1 will preclude an organization from permitting employees to request approval of unexpected overtime from the Employer to meet the employee's own work requirement and, if approved, assigning such overtime to the individual employee making the request.

Section 3

The Supervisor will, upon an employee's request, relieve said employee from overtime assignments provided a substitute, who meets the requirements of Section 1, is available for the overtime. If such a substitute is not available, the employee must either work the overtime or present a valid reason for not working the overtime to the supervisor. The Employer must make a reasonable determination as to the validity.

Section 4

In an emergency situation, employees are required to work a reasonable amount of overtime when requested without advance notice. Emergency, as used in this Article, is defined as a sudden, generally unexpected occurrence or set of circumstances, which would endanger accomplishment of mission or necessary work, or present a hazard to life or property requiring immediate action, by the Employer.

- a. The Employer agrees to allow employees who are required to work overtime without prior notice, one (1) phone call at government expense.
- b. When an employee is called in on emergency callback, he/she is guaranteed a minimum of two hours of overtime pay.

Section 5

Any overtime work performed by an employee which extends 4 hours or more beyond a normal 8-hour period worked by the employee will entitle the employee to a 30 minute lunch period for every 4-hour overtime period worked. Normally, an employee will be permitted a 15 minute rest period midway during an overtime assignment scheduled to extend for 4 hours or more. The Employer retains the authority to determine when breaks shall be taken.

Section 6

Employees on Temporary Duty (TDY) status may earn overtime pay if the work has prior supervisory approval and meets regulatory requirements for overtime pay.

Section 7

- a. An employee whose religious beliefs require abstention from work during certain periods of time may elect to engage in overtime work for time lost for meeting those religious requirements. An employee shall be allowed to earn the number of hours of work needed to make up for previous absences from work for religious observances; or to accumulate the number of hours of work needed to cover anticipated absences from work for religious observances.
- b. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the mission, the Employer will approve requests to work overtime and grant compensatory time off to an employee requesting such time off for religious observances. Compensatory time will be credited on an hour for hour basis or authorized fractions thereof.
- c. The premium pay provisions for overtime work in subpart A of 5 C.F.R. 550 and section 7 of the Fair Labor Standards Act, as amended, do not apply to compensatory time worked by an employee for this purpose.
- d. When overtime is assigned by the Employer, an employee performing such work may request that it be credited to his/her balance of compensatory time for religious observances subject to the provisions of paragraphs a. through c. of this section.
- e. When an employee separates, dies, or transfers to another employing activity, any unused time-off balance will be paid, by the losing activity, at the basic hourly rate in effect when the time was

worked. If an employee has an unliquidated advance time-off balance at the time of separation, death or transfer, an indebtedness is created.

ARTICLE 14. TELEWORK

NSRDEC is fully committed to the use of Telework as a workplace flexibility for recruiting top talent, improving employee retention, reducing absenteeism and enhancing the work/life balance of our civilian workforce. Employees may participate in telework to the maximum extent possible, without diminished employee work performance, or impact to mission/operations, and to realize the benefits afforded by telework to NSRDEC, its employees, and its customer. Requests for telework will be in accordance with the NSRDEC Policy on Telework.

ARTICLE 15. BOARDS AND COMMITTEES

Section 1 (Boards and Committees Affecting NSRDEC)

The Employer agrees to grant the Union membership on all boards and committees that are formed to evaluate policies, practices, and programs that affect working conditions of bargaining unit members and are within the discretion of the Employer. Membership on a joint Union-Employer evaluation board or committee shall not involve the Union in the Employer's decision making process pursuant to the exercise of management rights under 5 U.S.C. 7106. The Union may either decline to participate or provide a list of nominees to serve on each committee. The Employer shall appoint a nominee to serve.

Section 2 (Boards and Committees Affecting Multiple Units)

In the event that a board or committee referred to above is established for matters which affect multiple bargaining units, NAGE Local R1-34 will be allowed one member, which it may select from any of its affected Natick units. Membership shall not involve the Union in the Employer's decision making process pursuant to the exercise of management rights under 5 U.S.C. 7106. NAGE may decline to participate.

ARTICLE 16. INSTALLATION CLOSURE

Section 1

If the Garrison Commander or his/her designated representative authorizes the closure of Natick Soldier Systems Center (NSSC) for any reason after the workday has begun, employees will be dismissed without charge to leave or loss of pay in accordance with the Administrative Leave Act of 2016, enacted under section 1138 of the National Defense Authorization Act for Fiscal Year 2017 (Public Law 114-328, 130 Stat. 2000, December 23, 2016) and the weather and safety leave final regulations promulgated by the U.S. Office of Personnel Management (OPM) at 5 C.F.R. Part 630. This does not apply to employees whose services are still required. Such employees will receive separate notification and instructions. Employees who have not come to work will be charged AL, SL, LWOP, other leave, or AWOL as appropriate.

Section 2

On mornings of adverse weather, an installation closure or delayed opening announcement will be made as early as conditions warrant in order to eliminate unnecessary travel by employees. Employees who wish to know whether or not work is cancelled or other pertinent information concerning working conditions at NSSC should call 508-233-4144, for a recorded message. If the decision to close is made prior to duty hours and employees are advised that the activity will close for the entire day, all employees are placed on excused absence with the following exceptions:

- a. Employees whose services are required shall be documented in writing.
- b. Employees in a non-pay status on the workdays immediately before and after the day of closure.
- c. Employees participating in an approved Telework Program who are able to safely perform telework at the employee's home or other authorized duty location.

ARTICLE 17. ANNUAL LEAVE

Section 1

Employees shall earn annual leave in accordance with applicable laws and regulations. Annual leave may be charged in one-quarter hour increments.

Section 2

In scheduling annual leave during the year, the following guidelines will be applicable:

- a. If an employee desires to schedule/change his/her leave schedule, he/she may do so with the agreement of the immediate supervisor, and must be documented in the approved time keeping system. The supervisor will strive to approve requests within 24 hours but no later than 48 hours. The Employee is encouraged to discuss their intent with the supervisor regarding their request to take time off; particularly if short notice.
- b. All annual leave granted from 1 September through 31 December, whether it is "use or lose" leave which might otherwise be forfeited at the end of the year or not, must be carefully and fairly apportioned by the supervisor.

Section 3

Employees will provide the immediate supervisor with reasonable notice when requesting short periods of annual leave. The supervisor should make every attempt to grant such requests. It is recognized by both parties that mission requirements sometimes vary and that the Employer may find these requirements will demand that the use of annual leave be curtailed at times.

Section 4

"Emergency annual leave" refers to an employee's request to charge an absence to annual leave or to leave without pay, if there is an insufficient balance of annual leave to his/her credit, when, because of exceptionally compelling circumstances, he/she provides his/her immediate supervisor with little or no advance notice of that desired absence. Employees must provide the supervisor with the reason emergency annual leave is being requested and receive the supervisor's approval or the approval of an official authorized to grant leave.

Section 5

When, due to workload constraints, more employees than can be authorized have planned Annual Leave for the same day(s)/week(s), preference shall be given to employees with greater seniority based on Federal Service Computation date. Employees may exercise seniority for a single vacation period per 12-month interval (January through December). Employees may not exercise seniority for the same period for two (2) consecutive 12-month intervals.

Section 6

Both Employer and Union agree to encourage participation in the leave donor program for all employees.

ARTICLE 18. SICK LEAVE

Section 1

Employees shall earn and use sick leave in accordance with applicable laws and regulations. Sick leave may be charged in one-quarter hour increments. Sick leave shall be requested in advance for medical, dental, or optical examination or treatment through the approved time keeping system. The supervisor will strive to approve requests within 24 hours but no later than 48 hours. The Employee is encouraged to discuss their intent with the supervisor regarding their request to utilize sick leave; particularly if short notice. Sick leave for examination or treatment will be limited to that time required for the examination or treatment and travel to and from the examination or treatment.

Section 2

It is the employee's responsibility to secure approval for the request of sick leave. The request must be made to the supervisor or higher-level supervisor if the immediate supervisor is not available. Unless other specific instructions have been given, an employee may leave a message when the first and second level supervisors are not available. The employee must call in prior to 0900 on the first day of the absence and each day thereafter unless excused by the supervisor.

Section 3

For each absence charged to sick leave, the employee shall certify to his/her proper use of sick leave by concurring/acknowledging their time in the approved time keeping system. Additionally, the Employer may require a medical certificate or other administratively acceptable evidence for periods of sick leave absence exceeding three consecutive working days or for a lesser period when the agency determines it is necessary. The employee shall submit said medical certificate or other administratively acceptable evidence to the employee's immediate supervisor within 15 calendar days of an Agency request for said medical certificate. If employee is unable to furnish such evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than 30 calendar days after the Employer makes the request. If the employee fails to provide the required evidence within the specified time period, he or she will not be entitled to sick leave and may be placed on absence without leave (AWOL) for the period of absence. In lieu of a medical certificate, the employee's statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of locality, or because the illness did not require the services of a physician. Whenever the reason for sick leave absence is related to a contagious or quarantinable disease, the absence must be supported by a medical certificate substantiating the period for which sick leave is requested and indicating capability to return to duty. When an employee has been absent due to illness for more than three consecutive workdays and does not have a medical certificate certifying his/her ability to return to work, the supervisor may require him/her to report to the Occupational Health Clinic to get medical clearance prior to resuming his/her duties.

Section 4

Sick leave requested to care for family members, including care for contagious diseases, or related to bereavement is limited as provided by the applicable laws and regulations. All such sick leave requests must be documented in the approved time keeping system. The Employer may require a medical certificate or other administratively acceptable evidence for periods of sick leave absence exceeding three consecutive days or for a lesser period when the agency determines it is necessary

to substantiate the need for sick leave for the purpose of caring for a family member for family care or for bereavement purposes related to the death of a family member. The employee shall submit said medical certificate or other administratively acceptable evidence to the employee's immediate supervisor within 15 calendar days of an Agency request for said medical certificate. If employee is unable to furnish such evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than 30 calendar days after the Employer makes the request. If the employee fails to provide the required evidence within the specified time period, he or she will not be entitled to sick leave and may be placed on absence without leave (AWOL) for the period of absence.

Section 5

In accordance with applicable regulations, Sick Leave may be advanced to eligible employees in cases of serious disability or illness, during which hospitalization or confinement at home is required by the attending physician. Sick leave, not exceeding 30 working days duration, may be advanced to employees subject to the following provisions:

- a. The employee provides medical evidence sufficient for the Employer to determine that an advance of sick leave is warranted.
- b. It is reasonably anticipated that the employee will return to work as certified to by an attending physician.
- c. Where it is known that the employee is to be retired, or where it is anticipated that he/she is to be separated, the total advance may not exceed an amount, which can be liquidated by subsequent accrual prior to the separation.

ARTICLE 19. ADMINISTRATIVE LEAVE

Section 1

Administrative leave is an excused absence without loss of pay and without charge to other paid leave. Supervisors must ensure that all absences that may not be excused are charged to the appropriate type of leave. To the extent that paid leave policies are designed to cover the stated purpose for a particular absence, excused absence is not appropriate. Administrative leave may be granted in accordance with the prescribed limits imposed by the Administrative Leave Act of 2016, Public Law 114-328, 130 Stat. 2000, December 23, 2016, and the OPM final regulations at 5 C.F.R. Part 630.

Section 2

Examples of situations where it may be appropriate to grant excused absence are identified below. The fact that a particular situation is not mentioned does not preclude the granting of excused absence. Approval generally requires receipt of a request with adequate documentation.

a. Voting: Excused absence may be granted to permit an employee to report to work 3 hours after the polls open or leave work 3 hours before the polls close, whichever involves less time away from work.

b. Medical Donor Programs:

(1) Blood Donation: The supervisor may grant an employee excused absence to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time will not exceed 4 hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized.

(2) Organ Donation: An employee may be granted up to 30 days excused absence each calendar year to serve as an organ donor. In cases where medical procedures and recuperation require a longer absence, employees should be accommodated under other leave policies.

(3) Bone Marrow Donation: An employee may be granted up to 7 days excused absence each calendar year to serve as a bone marrow donor. In cases where medical procedures and recuperation require a longer absence, employees should be accommodated under other leave policies.

c. Tardiness and Brief Absences: Supervisors are authorized to excuse tardiness and brief absences of less than one hour. Supervisors may use this authority for morale or other appropriate purposes. Frequent instances will be charged to annual leave, leave without pay, or absence without leave as appropriate.

ARTICLE 20. PERFORMANCE APPRAISAL

Section 1

Employees under the direction of the same first line supervisor will be furnished, upon request, with the objectives of other employees of the same title, series and grade in that group. Performance plans and counseling sessions will, to the extent possible, permit the accurate evaluation of job performance on the basis of objective criteria.

Section 2

Performance discussions will take place at the start and midpoint of the standard rating period. These discussions will be held more often if needed to provide supervisors with data to assess work performance and to provide the employee with specific guidance. If rated "Unsuccessful", action will be taken to assist the employee to improve his/her performance. Normally, an employee will not be rated "Unsuccessful" if no corrective employee counseling has taken place prior to the assigned rating. Such assistance may include but is not limited to formal training, on-the-job training, mentoring, counseling, and closer supervision. When a supervisor determines that performance is unsuccessful, periodic counseling will take place with the employee an average of at least once a month until an acceptable level of performance is achieved or an action is proposed based on unacceptable performance.

Section 3

The Employer shall normally have a performance plan in place within 30 days of the start of the rating period. Employees on details expected to last 120 days or longer will have a performance plan established for that detail. An employee who does not have a performance plan in place on a timely basis has an obligation to bring this fact to the attention of his/her supervisory chain.

Section 4

Employees will participate actively in the establishment and/or modification of their performance plans. The performance plan shall contain objectives that by definition are major goals consisting of one or more duties and responsibilities that contribute toward accomplishing organizational goals. These objectives shall be of such significance that failure to make satisfactory progress or complete the objective could result in the employee being removed from the position. Objectives will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question. Employees are encouraged to request clarification of any objective that is unclear and to propose clarifying language. If there is serious disagreement between the employee and the immediate supervisor over the contents of performance objectives, every effort will be made to resolve the conflict. The employee is required to acknowledge and date the civilian performance plan. The employee's acknowledgement indicates that the supervisor has discussed the plan with the employee but does not mean that the employee agrees to its contents. If the employee declines to acknowledge the plan, the supervisor will so annotate the form and the plan will go into effect as of the date it was signed by the Higher Level Rater.

Section 5

When an absence of work or resources beyond the control of the employee makes a certain objective unattainable, it shall not negatively impact the employee's performance rating.

Section 6

Misconduct shall be addressed through the procedures contained in Discipline and Adverse Action (Article 10) and applicable laws, rules and regulations. Incidents of misconduct unrelated to performance objectives shall not be used to lower performance ratings.

Section 7

If an employee believes that the performance plan has become inappropriate for the position, the employee may propose revisions and request a review at any time.

Section 8

An employee's performance will be reviewed annually and/or for periods of temporary promotions, details, and situations where the employee moves to another position during the rating period provided that the employee has been under an approved performance plan for 120 days or longer.

Section 9

Upon receipt of the plan, an employee shall request clarification of any terms or wording that are unclear to the employee. The supervisor will clarify such terms or wording. If discussion with the supervisor does not clarify the terms or wording in question, the employee may request clarification, in writing, of specific terms or wording. The supervisor will provide written clarification.

Section 10

Supervisors retain responsibility for performance evaluation. When employees are assigned to work on a team, the employee's team assignment and how it relates to his/her performance plan shall be explained not later than 30 days after assignment. The methods and procedures that the team leader will use to report the employee's performance will be discussed. Employees share the responsibility to initiate this discussion within 30 days.

ARTICLE 21. PROMOTIONS AND DETAILS

Section 1

Positions will be filled in accordance with the provisions of the Civilian Human Resources Agency (CHRA) Merit Promotion Plan.

Section 2

The employer will make good faith efforts to conclude recruitment actions within 90 calendar days of the closing dates of vacancy announcements, and to provide bargaining unit applicants with the status of actions.

Section 3

a. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her original position at the end of the detail. There is no formal position change; officially the employee continues to hold the position from which detailed and keeps the same status and pay. The employer may detail civilian employees in order to meet temporary needs when necessary services cannot be provided by other means.

b. Documentation is not necessary for a detail that is identical to or of the same grade, series, and basic duties as the employee's current position. All other details over 30 days are to be documented by a Request for Personnel Action (RPA). The RPA will be printed and filed on the right side (permanent side) of the detailed employee's electronic Official Personnel Folder (eOPF).

c. If an employee is placed in a detail for which documentation is not necessary, the employee may propose language that recognizes significant accomplishments. The supervisor and employee will seek agreement on language that is to be signed by the supervisor. This is intended to document accomplishments that are not otherwise captured in the eOPF. The burden is on the employee to retain this documentation.

Section 4

a. Each employee covered by this agreement will be provided a position description (PD) that reflects the duties and responsibilities assigned to the position. When it becomes necessary to assign different duties and/or responsibilities of a recurring nature, the position description may be amended to reflect such duties. When amending of the position description is complete, the employee will be provided with a copy.

b. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor. The employee will provide an explanation of his/her concerns. If review by the supervisor does not resolve the employee's concerns regarding accuracy, the matter may be pursued through the negotiated grievance procedure at the appropriate step. If the PD is found to be accurate after the review, the employee may file a classification appeal in accordance with the applicable regulations.

ARTICLE 22. TRAINING AND DEVELOPMENT

Section 1

The Employer will endeavor to provide training to all employees as needed to improve and enhance job related knowledge, skills and abilities, and competency development. Both the Employer and the Union recognize that training can significantly benefit employee morale and productivity. The term "training" is defined as the process of providing for and making available to an employee, and placing or enrolling such employee in a planned, prepared, and coordinated program, course, curriculum, or subject of mechanical, trade, clerical, administrative, or other fields which are or will be directly related to the performance by such employee of official duties for the Government, in order to increase the knowledge, proficiency, ability, skill, and qualifications of such employee in the performance of official duties.

Section 2

a. The Employer and the Union recognize that the educational advancement of employees is beneficial to the Government as an employer, and each will encourage employees in self-development. The Employer will ensure that opportunities for training are provided fairly to all employees, without prejudice or discrimination. The purposes for government funded training are to provide the knowledge and skills needed:

- (1) as a result of change in agency mission, policies, programs, or procedures;
- (2) to keep abreast of developments in the employee's occupational field or a related field;
- (3) as a result of a new work assignment;
- (4) to improve or maintain proficiency in the present job;
- (5) to meet future staffing needs through a planned career development program or a training agreement;
- (6) to develop skills that are unavailable or in insufficient supply in the labor market;
- (7) as part of a trade or craft apprenticeship classroom program;
- (8) for orientation to the policies, purposes, missions and functions of the employing agency or Federal government;
- (9) for basic work skills; and
- (10) meet mandatory career requirements/programs (e.g. Acquisition Workforce certifications).

The determination of training needs should be discussed between the employer and employee and should be documented with the development of Individual Development Plans (IDPs). The identification of training resources and the decision to expend government funds are the Employer's responsibility.

b. Within funding and workload capabilities, each employee in an established career program will be able to obtain Government sponsored training appropriate to his/her grade and special fields of discipline which will enable him/her to qualify for promotions to the target position, to enhance performance at the full performance level and to develop leadership skills related to present or officially projected work assignments, subject to restrictions imposed by applicable regulations.

c. Employees are expected to take positive steps in collaboration with the employer, to maintain and update their knowledge and skills to prevent or minimize the effects of job obsolescence. Consistent with workload and funding priorities, employees, given supervisory approval, are encouraged to take advantage of educational opportunities available at NSSC. Individual Development Plans should be

developed annually for each employee. These plans will be the basis for training requests throughout the year, but will not prevent consideration of other training opportunities.

d. In cases where automation eliminates the need for various jobs, the Employer agrees to consider retraining or attempting to place affected employees in other jobs at NSRDEC at a salary equal to, or as near as possible to, their present salaries.

ARTICLE 23. HEALTH, SAFETY AND INDUSTRIAL HYGIENE

Section 1

The comfort and aid to an injured individual shall be a prime concern of the Employer and the Union.

Section 2

The Employer will use its best efforts to coordinate the duty hours of the Health Clinic with those of the Employer. The Town of Natick Emergency Dispatcher (x99-911) will be called in case emergency transportation is required for an ill or injured employee. The Directorate of Operations, Police Department will be notified that such call has been made (x5911).

Section 3

When capable of doing so, employees will immediately report all injuries or illnesses that occur on the job, no matter how slight, to their supervisor. Following the reported injury the Employer will take all remedial actions, relative to that injury, required by appropriate regulations and safety practices.

Section 4

The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees, using the DA regulations as a guide. The Union will cooperate to accomplish that end and will encourage all employees to work in a safe manner.

Section 5

The Union will notify the Employer through established channels of any unsafe conditions or practices. The Employer, as provided by local instruction, will investigate such reports and will advise the Union of the status of such investigations within two workdays.

Section 6

All employees are encouraged to call to the attention of their immediate supervisor conditions in a work area that may be a hazard to health or safety. Hazards needing further review will be brought to the attention of the Installation Safety Office (ISO). If an employee is not satisfied that a discovered or alleged hazard has been properly resolved by the immediate supervisor, the employee may bring such matters directly to the ISO for evaluation and recommendations for remedial action, if any. Should the recommendation be questioned, the employee may refer the matter to the Union.

Section 7

Whenever guidance from Army regulations, the National Safety Council, and/or professional publications provides that employees should not work alone for safety reasons in a given work situation or set of circumstances an employee may request an immediate determination from the ISO as to the need for a "buddy system."

Section 8

The Employer and the Union agree that, once it is medically feasible, it is advantageous to return an

employee who has suffered an on the job injury to duty status. The employee is responsible for advising the supervisor when he/she is able to perform duties on a light duty basis, and the Employer will endeavor to accommodate light duty requirements. On return to light duty, the Employer will adhere to medical restrictions certified through the U.S. Army Health Clinic and/or the Employee's physician.

Section 9

The Employer will provide required personal protective equipment without charge to the employee. Should the employee be unable to be fitted properly through the normal supply channel for a required safety item, the Employer will secure or authorize the procurement of an equivalent, Environmental Safety and Health Office approved item through an alternate source. Safety equipment shall include: safety glasses, goggles, hearing protection, chemical protective gear, safety shoes, hard hats and respiratory protection equipment.

Section 10

The use of management prescribed (or approved equivalent) safety equipment and protective equipment and clothing is mandatory for all employees, including the use of protective equipment such as shields on machinery. It is the responsibility of all supervisors to assure that safety equipment is in use whenever required and that it is used properly. Supervisors shall ensure that employees are properly trained or have sufficient experience to do assigned tasks safely. Likewise, once trained the employee has a responsibility to comply with appropriate safety practices and procedures.

Section 11

Hazardous operations, which require, as determined by the ISO, a safety Standard Operating Procedure (SOP) shall have an approved SOP before the hazardous operation is undertaken. When appropriate, all SOPs shall be clearly posted. The Safety SOP shall prescribe the equipment to be used and only equipment meeting ISO or other regulatory board approval shall be used. An employee working on hazardous operations shall have read the SOP and shall receive training required by the ISO. The Employer will enforce the requirements in the SOP for use of protective clothing and equipment. Employees who have been issued personal protective clothing and equipment must have such items available at the work site and must use them as required. This does not preclude performance of work operations in an emergency situation where the operations would be conducted under observation/instruction of safety officials but no SOP has been approved.

Section 12

The Employer will make every effort to ensure that employees are not exposed to any hazardous situations while performing their duties. In accordance with Title 5 United States Code, Section 5343(c)(4), employees will be eligible for environmental differential pay when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management. Payment will only be made when the level of exposure exceeds the standard set by the Occupational Safety and Health Administration and/or the American Conference of Government Industrial Hygienists, whichever is the lowest exposure level in accordance with Army Regulation (AR) 40-5, paragraph 5-3(3). These criteria apply to all workplace hazards.

Section 13

In recognition of the fact that humans do not work well in extreme environmental conditions, that productivity suffers in such circumstances, that even otherwise sufferable conditions will be counterproductive when they become sufficiently intrusive to interfere with proper concentration and that such conditions cause both primary and secondary health and safety hazards, the Employer will provide reasonable temperate working conditions whenever and wherever possible. If the temperature in a work area becomes unreasonably hot or cold, the Employer shall take action to remedy the situation. Such remedial action may be in the form of increasing the flow of heat, activating air-conditioning equipment and/or increasing ventilation. If these measures do not result in temperate conditions, the Employer will consider either moving affected employee(s) to a more temperate area or releasing employee(s) from duty.

Section 14

The Employer agrees to give the Union timely notification of any proposed change in existing safety and health policies, standards, or regulations that may affect the bargaining unit. The Union shall have the right to bargain over any changes before they are put into effect.

Section 15

The term "imminent danger" means any condition or practice in any workplace which can reasonably be expected to cause death or serious physical harm immediately or before there is sufficient time for the imminence of such danger to be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the employee must report the situation to his/her supervisor or the next immediately available higher-level supervisor. The supervisor will take appropriate action if he/she believes the condition, or corrected condition, poses an immediate danger. Conditions found not to pose an immediate danger as certified by a qualified safety officer will require the employee to return to duty.

ARTICLE 24. GRIEVANCE PROCEDURE

Section 1

- a. The Employer and the Union desire that all employees be treated fairly and equitably and both parties will use their best efforts to resolve grievances at the lowest possible level.
- b. Since dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the Employer. In the processing of a grievance, the employee and the Union representative(s) will be unimpeded and free from restraint, coercion, discrimination and any later reprisals for the initiation of such grievance.
- c. Definition: Grievance means any complaint:
- (1) By any employee of the bargaining unit concerning any matter relating to his/her employment;
 - (2) By the Union concerning any matter relating to employment of bargaining unit members;
 - (3) By any employee, the Union or the Employer concerning:
 - (a) The effect or interpretation, or a claim of breach of this Agreement; or
 - (b) Any claimed violation, misinterpretation or misapplication of any law, rule, policy, or regulation affecting conditions of employment
- d. Exclusions. This Article shall not govern a grievance concerning:
- (1) Any claimed violation relating to prohibited political activities;
 - (2) Retirement, life insurance, or health insurance;
 - (3) A suspension or removal in the interest of national security under 5 USC Section 7532;
 - (4) Any examination, certification, or appointment;
 - (5) The classification of any position that does not result in the reduction in grade or pay of an employee;
 - (6) EEO Complaints (see Article 8, Office of Equal Employment Opportunity) or;
 - (7) Failure to receive an award for a suggestion or non-adoption of that suggestion.

Section 2

- a. An employee or group of employees, if they do so desire, may present a grievance on matters pertinent to the interpretation or application of this Agreement without the intervention of the Union. They must, however, use the negotiated grievance procedure as outlined in Section 3 and a representative of the Union will be entitled to be present at all formal meetings between parties,

commencing with Step 2. If the employees elect to be represented, they must be represented by an official of, or approved by, the Union. Employees who elect to be represented in processing a grievance must designate that person in writing. The adjustment of the dispute cannot be inconsistent with the terms of the agreement.

b. Employees and/or their representatives are encouraged to informally discuss issues of concern to them with their supervisor at any time. Employees and/or their representatives may request to talk to other appropriate officials about items of concern without filing a formal grievance if they choose.

Section 3

The following steps comprise the negotiated grievance process. The employee has the right to an impartial review at each step of the grievance process.

Step 1 – Informal

a. Within 15 workdays of the incident or action-giving rise to the grievance, the employee will present his/her grievance to the first line supervisor or operating official having jurisdiction over the subject matter of the grievance. If the subject matter of the grievance is of a continuing nature, incidents or actions, which occurred prior to, the 15 workday period may be included as part of the overall grievance provided they are relevant to the grievance at hand. The employee will designate the statute, regulation or provision of the contract in question, the interpretation or application of which is the basis of the grievance and specify the remedy requested which must be specific to the grievant. At the request of the employee, a Union representative may be present at the discussion. Either party may call upon appropriate officials for assistance in resolving the grievance. The employee will be notified by the supervisor or operating official of the decision on the grievance in writing within 10 workdays after presentation of the grievance.

b. If the Union presents a Step 1 grievance without the employee present, management is not required to hear the grievance unless the Union presents an authorization and consent form signed by the grievant agreeing to the release of information relevant to the grievance to the Union by any Agency official, including information that would otherwise be protected from release by the Privacy Act.

Step 2

If the employee is not satisfied with the Step 1 decision, he/she may proceed to Step 2 by reducing the grievance to writing and submitting it to the next level supervisor (or to the operating official level who has jurisdiction over the subject matter of the grievance) within 10 workdays of the decision rendered under Step 1. The grievance must set forth the provisions of the contract in question, the details of the complaint, and the remedial action being sought. A meeting, by the most cost effective and practicable means, between the employee and/or representative and Deciding Official will be scheduled within 5 workdays after receipt of the written grievance. Within 10 workdays of the conclusion of the meeting, the employee and the Union will be notified in writing of the decision on the grievance.

Step 3

If the decision on the grievance under Step 2 is not satisfactory, the employee may proceed to Step 3 and submit, in writing, the entire grievance file to the Step 3 management official or his/her designee for a decision. The Director, Natick Soldier Research Development and Engineering Center

(NSRDEC), have Step 3 decision authority within their respective organizations. The Step 3 submission may include a rebuttal to the Step 2 decision. The employee must submit this within 10 working days after receipt of the decision in Step 2. A meeting, by the most cost effective and practicable means, between the employee and/or representative and Deciding Official will be scheduled within 5 workdays after receipt of the written grievance. A written decision will be rendered within 15 workdays from the conclusion of the meeting.

Section 4

If the Director's decision on Step 3 of the grievance is not satisfactory, then the Union, at its election, may file for arbitration. Any request for arbitration must be filed within 10 workdays of receipt of the Step 3 decision and in accordance with Article 25. The employee may not proceed to arbitration on his/her own.

Section 5

If the decision under Steps 1 or 2 above is not given within the established time limit or mutually agreed extension, the grievant may proceed to the next step. Similarly, if the decision under step 3 is not given within the established time limit or mutually agreed extension, the Union may elect to proceed to arbitration. Whenever the grievant (or representative) fails to proceed to the next step within the established time limit or mutually agreed extension, the grievance is cancelled. The parties may extend any and all time limits in this Article by written mutual agreement.

Section 6

- a. Upon the filing of a grievance, the employee and/or his or her representative shall be entitled to review any and all documentation, allowable by law, considered by the agency in support of the grieved action. The Employer shall provide a response to any such request as soon as possible.
- b. Supervisors, consistent with mission requirements, will grant reasonable amounts of taxpayer funded union time under 5 U.S.C. §7131(d) to the grievant for obtaining information or assistance on a grievance and for preparation of the grievance case. The employee is required to request permission from the supervisor to leave the work site, identify the purpose of the request, estimate the approximate time that he/she will be gone, and advise the supervisor upon return to the worksite. If the employee is required to remain on the job, the supervisor will state the reason in writing the same working day, if requested by the employee or representative, and furnish a copy to the Director, CPAC and the union official in charge.

Section 7

If an employee is separated by any action before final resolution of the grievance, the grievance will be terminated, except when a compensation issue is involved. All interested parties will be so informed by CPAC and a copy of the memorandum stating that the employment of the grievant has been terminated and the reason will be appended to the case record.

Section 8

If the Employer and the Union disagree concerning the interpretation or application of any provision of the contract, the procedure set forth in this section will be followed. The Director, CPAC and the Chief Counsel (or their designees) will act for the Employer, and two representatives designated by the head of the bargaining unit will act for the Union. These representatives will attempt to resolve the

dispute. If the parties mutually agree that the dispute cannot be resolved, either party may within 10 workdays invoke the procedures in Article 26 – Negotiations Impasses.

ARTICLE 25. ARBITRATION OF GRIEVANCES

Section 1

The Employer or the Union may request the services of an arbitrator through the Federal Mediation and Conciliation Service. All expenses incurred in the arbitration process shall be borne equally by the Union and the Employer except that the fee for requesting a list of arbitrators will be borne by the party requesting arbitration. A list of seven arbitrators will be requested. Within 15 working days of receiving the list of arbitrators, the party requesting arbitration will arrange for a meeting at which the Union and the Employer will alternate eliminating arbitrators from the list starting with the Union. The one name remaining will be the arbitrator selected. Failure of the party requesting arbitration to meet the above time frame will cancel the arbitration.

Section 2

The findings and recommendations of the arbitrator shall be binding on the parties affected. Either party may file exceptions to an arbitrator's award with Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 3

The arbitrator's fees and expenses shall be borne equally by the Employer and the Union except that the Employer's share of the per diem costs of the arbitrator's expenses shall not exceed that authorized by applicable travel regulations. In the event hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

ARTICLE 26. NEGOTIATION IMPASSES

Section 1

In the event of a negotiation deadlock between the Employer and the Union despite diligent efforts on the part of both parties to reach agreement, the assistance of the Federal Mediation and Conciliation Service will be requested. Mediation shall be considered the primary means of resolving negotiation impasses and both parties are expected to participate in the mediation process in such a way as to make it work.

Section 2

When a negotiation impasse remains unresolved despite the efforts of the Federal Mediation and Conciliation Service, the issues involved will be referred to the Federal Service Impasses Panel by the Union or by the Employer, or by both.

Section 3

Arbitration or third-party fact-finding with recommendations shall not be used by the Employer or Union in attempting to resolve negotiation impasses except when specifically authorized or directed to do so by the Federal Service Impasses Panel.

Section 4

The Employer and the Union agree that implementation of proposed changes in personnel policies, practices and working conditions will not take place during good faith bargaining, during impasse if either party has invoked impasse resolution procedures, or pending the decision of a negotiability appeal unless;

- a. The Employer and the Union have reached agreement;
- b. Invocation of the Federal Service Impasses Panel process is untimely and implementation of the proposed changes is consistent with the necessary functioning of the NSRDEC mission or is required to correct an illegal practice; or
- c. The Union has waived its bargaining rights.

All agreed changes shall be clearly stated in writing and shall require the signature of both parties' chief negotiators.

Section 5

The Employer and the Union agree that alleged violations of the above shall only be resolved through the Unfair Labor Practice process before the Federal Labor Relations Authority and shall not be subject to the negotiated grievance procedure.

ARTICLE 27. EMPLOYEE MORALE

Section 1

The U.S. Army Garrison-Natick controls parking at the NSSC. Whenever appropriate, the Employer will vigorously advocate on behalf of the employees in order to provide parking places as near to their work area as is practicable.

Section 2

The Employer and the Union agree that as soon as practicable after receipt of notification, they shall advise each other of serious illness, injury, or death of a bargaining unit employee impacting on on-going Union Management Relations.

Section 3

The Employer and the Union agree that the Incentive Awards Program is a vital mechanism for encouraging, recognizing and rewarding employee performance above and beyond what job functions normally require.

Section 4

The Employer will advocate to maintain adequate and up-to-date rest rooms, high quality drinking and wash water facilities, ventilation, heating, and cooling of buildings affecting employees' health, welfare, and morale.

Section 5

An employee may ask to withdraw his/her resignation or request for retirement at any time before it becomes effective. The Employer may decline such request in accordance with the provisions of 5 CFR 715.202.

Section 6

The Employer and the Union affirm joint cooperation in keeping the personal appearance of our employees at a level that will reflect favorably on both our mission and professionalism.

Section 7

When an employee is to be served with process in a civil matter, the employee shall be contacted by a member of the Employer's supporting Legal Office and given the opportunity to accept such process in the Legal Office or other private setting. If the employee declines to accept such process voluntarily, the party serving the process may be authorized access to the work site to serve such process.

Section 8

a. The employer supports programs involving health promotion, disease prevention and physical fitness. Employees are encouraged to use non-duty time such as lunch periods to participate in

health and fitness activities. To the extent allowed by mission requirements and in accordance with other provisions of this agreement, supervisors will accommodate requests for flexible work schedules and annual leave in order to permit employees to pursue health and fitness activities.

b. Supervisors may approve limited use of excused absence for individuals to begin a physical fitness program with the expected benefit to the employee being better health and to the organization being enhanced productivity and reduced sick leave usage. In accordance with OPM and DA guidelines, and if workload and mission requirements allow, supervisors may approve up to three hours excused absence per week for a one-time period of six months for employees to participate in a formal, government sponsored physical exercise training program. The physical fitness activities must also be an integral part of a total fitness program. It is agreed and understood that there is no obligation for the Employer to establish such a program.

ARTICLE 28. CIVIC RESPONSIBILITY

Section 1

The Employer agrees that no employees shall be subject to disciplinary action by the Employer for nonpayment of private debts when the validity of debts is in dispute. This shall not apply to public debts such as money due Federal, State, and Local jurisdiction or court orders where validity is presumed. The Employer and the Union recognize that employees have an obligation to honor their valid and just debts, and encourage them to do so. The Employer will not act as a collection agent nor take disciplinary action solely on the allegation of debt by any private individual or firm. The Employer reserves the right to initiate action for failure to pay those debts, which have been determined to be valid and just. The Employer will not release any information concerning its employees, which is protected by the Privacy Act, unless directed by subpoena or authorized in writing by the affected employee.

Section 2

The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibilities as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the Employer agrees that:

- a. The assignment of a dollar quota to an individual employee is prohibited.
- b. Each individual who desires to keep his/her gift private may use any envelope of his/her choice with his/her name being placed thereon.
- c. Employees may not knowingly solicit or make solicited sales to other employees who are junior in rank, grade or position, or to the family members of such personnel, on or off duty. With certain very limited exceptions, employees may not solicit other employees for charitable donations in the workplace. Employees should check with their supervisor or the local ethics counsel before engaging in any fund-raising activity in the workplace.

Section 3 (Court Leave)

- a. Since jury duty is a civic responsibility, it is the policy of the Employer to request release of an employee from jury service only in those exceptional cases where the public interest would be better served by the employee remaining on the job. Before being granted court leave, in accordance with applicable regulations, the employee shall submit to the Employer a copy of his/her summons for jury service. Upon completion of his/her service, an employee shall present to the Employer satisfactory evidence of the time served on such duties together with any jury fees received; allowances are exempt. Applications for court leave shall also be submitted as far in advance as the employee can reasonably expect to be on jury duty.
- b. Leave For Jury Or Witness Service. An employee is entitled to leave, without loss of or reduction in pay or leave, to which he otherwise is entitled, credit for time or service, or performance of efficiency rating, during a period of absence in which the employee is summoned, in connection with a judicial proceeding, by a court or authority responsible for the conduct of that proceeding, to serve:

(1) as a juror; or

(2) other than as provided in c., below, as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party; in the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico or the Trust Territory of the Pacific Islands.

A "judicial proceeding" means any action, suit, or other judicial proceeding, including any condemnation, preliminary, informational, or other proceeding of a judicial nature, but does not include an administrative proceeding.

c. Official Duty Status For Certain Witness Service. An employee is performing official duty during the period with respect to which he is summoned, or assigned by his agency, to:

(1) testify or produce official records on behalf of the United States or the District of Columbia; or

(2) testify in his official capacity or produce official records on behalf of a party other than the United States or the District of Columbia.

d. Fees and Expenses. Employees must reimburse the Employer all fees received as compensation for service as a juror or witness. However, monies paid to jurors or witnesses that represent reimbursement of traveling and other out-of-pocket expenses incurred in the performance of jury service (e.g., parking) do not have to be reimbursed to the agency (see Comptroller General opinion, B-214863, July 23, 1984 and B-219496, January 22, 1986).

If a second or third shift employee serves on jury duty or as a witness, as stated above, he/she shall not be required to work his/her shift on such calendar days, but shall be entitled to leave or pay as provided for above.

ARTICLE 29. DURATION AND DISTRIBUTION OF AGREEMENT

Section 1

This Agreement is subject to approval by the Department of Defense for regulatory and statutory compliance only, and will become effective upon approval or the 31st day following the parties signing the agreement. If the Agreement is disapproved, the effective date of the Agreement will be deferred until all issues disapproved are resolved and the Department of Defense gives approval of the Agreement.

Section 2

The Agreement shall remain in force until five years from the effective date. This agreement will remain in effect until the parties negotiate a new agreement.

Section 3

During the life of this Agreement, supplemental changes as required by changes to law, executive order or regulations will be, to the extent practicable and permitted by law, regulation and/or Executive Order, negotiated by the parties. Consultations and negotiations between the parties on such matters within the discretion of the Employer will be continued as necessary during the life of this Agreement. The Union's failure to request bargaining on a negotiable matter during the negotiations leading to this Agreement shall not be construed as a waiver of the Union's right to request negotiations on such matters in the future. Similarly, the Union's failure to request bargaining with regard to a management initiated change in personnel procedures, policies and practices and matters involving working conditions during the term of this Agreement shall not be construed as a waiver of the Union's right to negotiate such changes in the future.

Section 4

Notwithstanding any other provision of this agreement, the parties agree to bargain the implementation and impact of any changes to working conditions that occur subsequent to the effective date of this agreement.

Section 5

Either party may notify the other party in writing of a desire to negotiate a subsequent Agreement at any time beginning three months prior to the expiration of the existing Agreement or anytime thereafter. Within 30 calendar days of the date notice has been served for renegotiation, the parties will meet to agree on a schedule and Ground Rules for renegotiation. The existing Agreement will continue in effect during any period of renegotiation.

Section 6

The Employer agrees to announce the publication of a negotiated agreement and supplements, thereto. The Employer agrees to publish and maintain an electronic copy of the agreement, suitable for download, on a shared network available to bargaining unit employees.

ARTICLE 30. UNION MEMBERSHIP AND DUES DEDUCTION

Section 1

Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union without a voluntary, written authorization by the member for the payment of dues.

Section 2

Employees who are in the bargaining unit may authorize the payment of their dues to the organization through payroll withholding.

Section 3

Employees in the bargaining unit will have the right to make a voluntary allotment from their pay for the payment of dues to the Union, as well as the right to revoke such allotment, if they desire to do so. Except as provided in Section 7, an employee shall not revoke his/her dues withholding allotment for an initial period of one year.

Section 4

Where such allotment has been made by an employee, dues will be withheld each pay period except that no dues will be withheld for any pay period in which the net salary after other legal and required deductions is insufficient to cover the amount of the allotment for dues.

Section 5

The amount to be withheld each pay period for Union organization will be an amount prescribed by the Union and subject to adjustment by the Union.

Section 6

The Union is responsible for procuring the prescribed allotment form (Standard Form 1187), distributing the form to its members, certifying as to the amount of its dues, delivering completed forms to the Financial Management Team and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 7

An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; e.g., temporary promotion or detail; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or where the employee has been suspended or expelled from the Union; or upon loss of exclusive recognition by the Union.

Section 8

The Union shall promptly notify the Financial Management Team when a member who has authorized dues withholding is suspended or expelled from the organization.

Section 9

The Financial Management Team will promptly notify the Union of revocation of an allotment by an employee (Standard Form 1188).

Section 10

Remittance of dues withheld will be accomplished electronically. Listings of names and amounts withheld will be provided to the NAGE National Office by Defense Finance and Accounting Service (DFAS) on a monthly basis.

Section 11

In the event that this agreement should terminate, dues deductions will continue in accordance with provisions of this Article until a new agreement is approved.