

Agreement

Between

US Army Support Center, Philadelphia

Philadelphia, PA

And

American Federation of Government Employees

Local # 62

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## Preamble

Pursuant to the Federal Labor Management Relations Policy as set forth in Executive Order 11491, these articles together with any supplements or amendments thereto, constitute an agreement between US Army Support Center, Philadelphia, (USASPTCP), Philadelphia, Pennsylvania hereinafter called "Employer" and American Federation of Government Employees, Local #62 hereinafter called the "Union".

## Witnesseth

In accordance with the provisions of Executive Order 11491, and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

Whereas, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas, the well-being of employees and efficient administration of the Government are benefitted by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

Whereas, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management; and

Whereas, it is the intent of this agreement to create an environment conducive to good labor-management cooperation.

Now, therefore, the parties agree as follows:

## Article 1

### Purpose and Scope of Agreement

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

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

Section 2: To indicate the nature of the subject matter of proper mutual concern, it is intended that the agreement will meet the following objectives:

- A. Promote union participation in the formulation of personnel policies and procedures that are within the scope of authority of the employer.
- B. Promote the highest degree of efficiency and responsibility in the accomplishment of the mission of the US Army Support Center.
- C. Promote employee-management cooperation:
- D. Facilitate the adjustment of disputes, grievance, impasses and appeals.

Section 3: Within the unit to which it applies, this agreement has the full force and effect of regulations of the USASPTCP.

Therefore in applying the agreement, its provisions shall be treated as changes to such regulations but applicable only to the unit. Similarly, if no comparable regulations exist, the agreement provisions shall be treated as new regulations for the unit.

## ARTICLE 2

### Recognition and Unit

Section 1: The employer recognizes the union is the exclusive representative of all of the employees in the unit as defined in Section 2 below, and the union recognizes its responsibility for representing the interests of all such employees.

Section 2: The unit to which this agreement applies is composed of all non-supervisory General Schedule and Wage Grade employees in the US Army Support Center, Philadelphia, but not management officials, professional employees, supervisors, or guards as defined in EO11491 as amended or employees engaged in Federal Personnel work in other than a purely clerical capacity. It is mutually understood that this agreement does not cover employees of the US Army Support Element.

## ARTICLE 3

### Provisions of Law and Regulations

Section 1: In the administration of all matters covered by the agreement officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Agency policies and regulations in existence at the time the agreement is approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or by terms of a controlling agreement at a higher agency level.

Section 2: In the event this agreement or its supplements or amendments are hereafter found in conflict with any of the above; the Party (Employer or Union) identifying the conflict shall promptly notify the other party in writing, so that the parties may enter negotiations to effect appropriate amendments to conform this agreement or its supplements or amendments, and resolve such conflicts.

Section 3: When a conflict is found under the principles outlined in section 1 above, those provisions of this agreement which are found in direct conflict shall become invalid and unenforceable upon effective date of directive of higher authority. Instead the policies and procedures of the Employer shall apply until this agreement is amended under the procedures of Section 2 above.

Section 4: This agreement, supplements and amendments there to shall become effective upon approval by the Head of the Agency or an official designated by him. Violations of the agreement, supplements or amendments occurring within 30 calendar days from the date of approval shall not service as the basis for formal action under the negotiated grievance procedure or any other procedure. However, this does not preclude the Union and the Employer for coordinating problem areas which fall under the purview of this agreement.

## ARTICLE 4

### Personnel Policies and Procedures

Section 1: It is agreed and understood that current published personnel regulations which have been issued by the Employer (or portions thereof) that are not in conflict with this agreement, shall be applicable to the unit until and unless changed through the procedure outlined in Section 2 of this article.

Section 2: To the extent they concern matters appropriate for consultation or negotiation under the provisions of EO11491 and its interpretations and implementing regulations proposed changes or revisions to the Employer's personnel regulations and proposed new regulations will be referred to the union for review and submission of its written comments. The union will submit its comments to the Employer within ten (10) work days from date it receives a proposal. Circumstances permitting, the time allowed for submitting comments may be extended by the Employer through the Employer's initiative, or through the Union's initiative by request to the Employer. Similarly, the Union will attempt to submit comments within less than ten (10) work days when requested to do so by the Employer. The Employer will give full consideration to the written and oral comments/views of the Union prior to issuance of such new or changed requirements.

Section 3: Regulation proposals submitted to the Union under the provisions of Section 2 above shall be appropriate topics for discussion and consultation at regularly scheduled labor-management meetings conducted under the provisions of Article XIV. However, if no meeting is scheduled within the time allowed for submission of Union comments including any extension thereof, and the Union desires face-to-face consultation, it shall be provided through Union request to the Employer.

Section 4: Any newly issued personnel regulation requirements issued by the Employer that are in conflict with the provisions of this agreement shall not apply to the unit, except as provided in Article III.

## ARTICLE 5

### Rights of Management

Section 1: Management officials retain the right, in accordance with applicable laws and regulations.

- a. To direct employees of the agency;
- b. To hire, promote, transfer, assign, and retain employees in positions within the Agency and to suspend, demote, discharge, or take other disciplinary action against the employees;
- c. To relieve employees from duties, because of lack of work or other legitimate reasons;
- d. To maintain the efficiency of the Government operations entrusted to them;
- e. To determine the methods, means, and personnel by which such operations are to be conducted; and
- f. To take whatever actions may be necessary to carry out the mission of the Agency in situations of emergency.

Section 2: The Employer retains the rights to act within the following areas of policy and discretion without the obligations to meet, confer, consult, or negotiate with the Union:

- A. Its mission
- B. Its budget
- C. Its organization
- D. The number of employees
- E. Number types and grades of positions or employees assigned to any organizational unit, work project or tour of duty.
- F. Its staffing patterns
- G. The technology of performing its work.
- H. Its internal security practices

However, the union will be informed of significant changes in these areas which affect the workforce.

Section 3: The provisions of Section 1 of this Article, Section 1 Article III, and Section 5 of Article VI shall also apply to all supplemental, implementing, subsidiary or informal agreements between the Employer and the Union.

## ARTICLE 6

### Union Membership

Section 1: Except as provided in Section 5 below, each employee has the right, freely, and without fear of penalty or reprisal to join and assist AFGE Local # 52 or to refrain from any such activity. No interference, restraint, correction or discrimination shall be practiced by management or union to encourage or discourage membership in AFGE Local #52.

Section 2: During consultation or negotiations with the Employer the Union will represent the interests of all employees in the unit without discrimination and without regard to Union membership. The Union shall not discriminate against an employee with regard to the terms or conditions of membership because of race, color, creed, sex, age or national origin.

Section 3: Neither the Employer nor the Union will engage in an unfair labor practice as defined in Section 19 of Executive Order 11491, as amended. The Union agrees to abide by the standards of conduct for labor organizations as set forth in Section 18 of Executive Order 11491, as amended.

Section 4: The union shall be given the opportunity to send one (1) representative to observe orientation classes of new unit employees or supervisors having an interest in this agreement. No later than one (1) day prior to the orientation, the President of this Union will be notified of the time and place.

Section 5: Nothing in this agreement shall require an employee to become or to remain a member of this Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 6: It is understood the following individuals may join AFGE Local #62 but may not act as a representative or participants in the management of the Union: management officials, supervisors, or other individuals when their participation or activity in Union affairs would cause a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of their positions.

## ARTICLE 7

### Facilities

Section 1: Subject to the availability of resources, and security requirements, the Employer agrees to make suitable space available to the Union for general membership meetings, and other Union business affairs outside the Center's regular working hours, subject to change resulting from required management usage.

Section 2: When an employee desires to discuss with the Union an important, sensitive, job-related complaint(s) in private and the employee's work environment does not provide an atmosphere or privacy, either the employee or the Union representative will go inform the employee's immediate supervisor and request relief. Management will designate an area of appropriate for the private discussion if one is available; otherwise will permit the employee to leave the immediate work area to meet with the Union representative. Such discussions will be limited to reasonable time and will be permitted only at such time as will not disrupt work of the employer, as determined by the supervisor.

Section 3: All Union notices and bulletins which have been approved by management will be posted on official bulletin boards by authorized personnel.

Section 4: A list of US Army Support Center, Philadelphia employees showing names, grades and position titles will be furnished to the Union. When requested by the Union, an updated list will be furnished the Union. No more than two lists need be furnished within any twelve (12) month period, except by the Employer's consent.

It is agreed that lists current as of a date no more than three months prior to delivery to the Union shall meet the purpose of this Section and will be furnished without cost to the Union.

#### ARTICLE 8

##### Copy of Agreement

The Employer agrees to provide copies of this agreement to all employees at no cost to the Union. This Employer will notify new employees of the Union's status as exclusive representative and of the existence of this agreement and will provide a copy of this agreement.

#### ARTICLE 9

##### Cooperation in Application of the Agreement

The Employer and the Union have the obligation and responsibility for assuring their respective officials and swear of the rights and obligations of both parties, and the contents of the agreement, to promote a climate of cooperation in the compliance with and execution of the agreement.

#### ARTICLE 10

##### Supplements and Amendments

Section 1: Either party may open this agreement for negotiation of a topic properly subject to negotiation that has not previously been negotiated, by notifying the other party no more than one hundred and eighty (180) calendar days no less than sixty (60) calendar days prior to the anniversary date of this agreement.

Section 2: The party opening this agreement to negotiations will submit its written topics and proposals to the other party no more than ninety (90) days nor less than sixty (60) calendar days prior to the anniversary date of this agreement. Within thirty (30) calendar days from receipt of the topics and proposals, the recipient party will submit its written topics and counterproposals. As soon as practicable thereafter, the parties shall meet to negotiate.

Section 3: The Union and Employer may negotiate supplements or amendments concerning any topic (that is proper for negotiations), at any time they mutually agree to do so. The party requesting negotiations shall submit its written topics and proposals to the other party. The recipient party shall furnish written reply, and if appropriate its written topics and counterproposals, within thirty (30) calendar days.



## ARTICLE 11

### Duration of Agreement

Section 1: This agreement shall remain in full force and effect for two (2) years from the date approved. It will be automatically renewed for two (2) additional years unless either party notifies the other party in writing, no more than one hundred and eighty (180) calendar days nor less than sixty (60) calendar days prior to the initial two (2) year expiration date, or to any subsequent expiration date, of its desire to terminate, renegotiate, amend or supplement this agreement.

Section 2: The party giving notice under Section 1 of this Article shall submit in writing its topics and proposals to the other party, no more than ninety (90) days nor less than sixty (60) days prior to the scheduled expiration date. The party receiving proposals will submit its written counterproposals to the other party within thirty (30) calendar days after receipt of proposals. In the event of failure of the respondent party to submit its written counterproposals within the thirty (30) calendar day period herein provided, the existing agreement shall be considered as having been filed as said party's counterproposals, unless otherwise expressed when the parties meet to negotiate.

Section 3: The agreement will be brought into conformance with required policies and regulations of appropriate authorities, EO11491 as amended, and applicable laws, at the time it is extended under the provision of this Article. Failure to provide notice or submit proposals under the provisions of Sections 1 and 2 of this Article shall not bar negotiations necessary to comply with this Section. Any provisions of an extended or negotiated agreement, or amendment(s) or supplement(s) there to which are later found not to conform with the aforementioned laws, regulations, etc. (this in violation of this Section) shall be treated as conflicts and handled under the provisions of Article III.

## ARTICLE 12

### Membership Recruitment Activity

The employee agrees to permit one Union membership recruitment campaign in any one period of 12 months, pursuant to a complete written request from the Union, presented to the Employer no later than thirty (30) calendar days prior to the desired commencement date of the campaign. A complete request must specify the names of expected participants, the calendar dates desired for the campaign start and finish and the accommodations desired (tables, chairs, locations, etc.) It is agreed the Employer retains the right to restrict or delay such campaign if it would interfere with the work of the Employer. Solicitation of membership dues or other internal Union business shall be conducted during the non-duty hours of the employees concerned, i.e. those soliciting and those being solicited.

## ARTICLE 13

### Consultation

Section 1: Subject to necessary requirements as to security and confidentiality of information the Union shall be given the opportunity to have a representative present at formal discussions between management officials and unit employees (and/or unit employees personal representatives if such representatives are not Union representatives) concerning grievance under agency grievance procedures, personnel policies and practices, or other matters affecting general working conditions of employees in the unit and at the appropriate time to make its views known. Formal discussions for the

purposes of this agreement include hearings, conducted under the agency grievance or adverse action appeal procedures.

Section 2: It is agreed and understood that matters appropriate for consultation between the Employer and the Union are personnel policies and practices and other matters affecting general working conditions of employees in the unit, providing they are within the Employer's discretion and are appropriate under applicable laws and regulations (i.e. Federal Personnel Manual, published Agency policies and regulations, and Executive Order 11491). This includes but is not limited to various aspects of safety, training, labor-management cooperation, employee services, methods of adjusting grievances and appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices and hours of work. Matters cited in this section are also negotiable during negotiations for agreements, supplements or amendments.

Section 3: For the purposes of this agreement consultation is defined as one party soliciting the views of the other party before acting on a matter appropriate under the provisions of Section 2 above. The party whose views are solicited will be given full opportunity to express such views, including discussion if desired, and all alternative courses of action offered will be given full consideration prior to acting on the matter. The party giving full consideration will do as objectively in determining the best possible approach on the matter.

Section 4: To the extent practicable, the party initiating consultation will give advanced notice (orally or in writing) to the other party, specifying the problem or topic in sufficient detail to allow the recipient party to develop and present its views. In the event a matter must be noted upon prior to an appropriate scheduled labor-management meeting and discussion is requested by the recipient party, the parties will meet to discuss the matter as promptly as is practicable. Nothing contained in this agreement shall preclude the Employee and Union from meeting at any time to resolve emergency problems, when they mutually agree to do so.

## ARTICLE 14

### Labor-Management Meetings

Section 1: The Employer will meet with the Union at least once a month, when requested by either party, to provide opportunities:

- a. For the Union to present problems having unit-wide or substantially unit-wide implications, or unresolved problems which have been pursued at lower echelons i.e. by stewards and supervisors:
- b. For the Employer to inform the union of appropriate matters under the terms of this agreement, including the status or resolution of problems presented by the Union:
- c. For either party to introduce items for consultation on matters having unit-wide or substantially unit-wide implications:
- d. For the parties to conduct consultive discussions on matters stated in c. above:
- e. For the Employer to provide the Union lists or other materials stated in this agreement; and

- f. For the parties to conduct other labor-management business they mutually consider appropriate for such meetings.

Section 2: It is agreed that matters effecting only an employee or group of employees within a Division/Office generally will be handled by the appropriate steward and supervisor involved, and will not be appropriate for meetings conducted in accordance with this Article.

Section 3: Scheduled meetings may be waived or postponed and additional meetings may be scheduled by mutual consent of the parties.

Section 4: Times, dates, and locations of meetings will be arranged between the President of the Union and the Commander, US Army Support Center, Philadelphia or their designees.

Section 5: The number of representatives of the Union and Employer who will attend any meeting will be by mutual consent of the parties.

Section 6: By mutual consent of the parties, matters normally handled at meetings may be accomplished by other means and at other times, i.e. matters of urgency.

## ARTICLE 15

### Union Representation

Section 1: Officers and Stewards of the Union who are designated in accordance with the provisions of this Article will be recognized by the Employer as having authority to act for the Union on matters that are appropriate under the terms of this agreement. Supervisors, in fulfilling the Employer's obligations and responsibilities under the terms of this agreement, will conduct appropriate labor-management business with duty designated Stewards.

It is mutually agreed that efforts will be made to resolve labor-management problems at the lowest appropriate level... Steward/Supervisor level... without intervention by others. If a dispute arises and the Steward wants this matter referred through a higher channel of supervision, he shall ask the supervisor with whom he is in dispute to arrange such referral. If the matter is not resolved to the Steward's satisfaction through the referral procedure the Steward will refer the matter to the Union President or other appropriate Union official. Thereafter the matter will be handled by the Union under arrangements made through the Commander. Stewards or Supervisors involved in disputes over the interpretation or application of this agreement should in each case seek guidance through appropriate channels (Stewards contact Union President. Supervisors contact higher level supervisors or persons who participated in negotiations).

#### Section 2:

- a. The union shall furnish and maintain with the Employer a current list of all Officers and Stewards of the Union. The list shall designate the Division/Office and other information to clearly show which unit employees the Steward is authorized to represent. No more than one person will be shown as the Steward for any group of employees identified.
- b. USASPTCP is considered as a single group of employees for purposes of being represented by a steward and one alternate designated to act in the absence of the designated steward.

The designation of a Steward for a group of employees other than as provided in this Section shall be subject to prior approval of the Employer.

- c. If through absence of a Steward, or other circumstances temporary representation by another Steward is desired, the Union President shall notify, the Commander, with reasons, before assigning such responsibility.

Section 3: The employer agrees that Officers of Local 62, AFGE National Representatives and duty representatives of the Union who are not employees of US Army Support Center, will be admitted to US Army Support Center upon request and permission of the Employer, in accordance with Security Regulations.

Section 4: It is agreed that Union Stewards will be granted reasonable time to discuss appropriate matters under the terms of this agreement with the Stewards, other local officers or the employees of the unit. If the Steward intends leaving the immediate work area to which he is assigned, then permission must be obtained in advance from the immediate supervision of the Steward.

Further, prior to discussion with an employee in another work area, the Union Steward will contact the immediate supervisor by phone in that particular work area for permission and state the purpose of his visit. Subject to workload requirements, the supervisor will make the employee available for discussion for and within a reasonable amount of time to discuss appropriate matters with Union Stewards under the terms of this agreement.

Section 5: In the performance of their representation duties, officials of the Union are protected in the exercise of this right without fear of penalty or reprisal on the part of the Employer.

Section 6:

- a. Elected Officers or Stewards of the Union may be excused without charge to leave to attend training sessions sponsored by the Union provided (1) the subject matter of such training is of mutual concern to the Employer and the Union Officer (in his capacity as a Union representative), and (2) the Employer's interest will be served by the Union Officer's attendance. No more than eight (8) hours administrative leave will be granted for any individual within a twelve month period. No more than one (1) Union Officer or Steward employed by the US Army Support Center will be granted administrative leave to attend any given training session.
- b. Administrative leave will be granted only for those portions of a training session that meet the criteria outlined within this Section, as determined by the Employer. The Union will provide the Employer adequate information for making the determination in advance of the scheduled training.

Section 7: The Union agrees to guard against the use of executive time, conduct authorized business in an efficient manner, and not use authorized time for the purpose of internal Union business i.e., solicitation of membership, distribution of Union literature, etc.

Section 8: A Union representative leaving the USASPTCP or building of his assigned government job will follow “pass” procedures. Should a problem occur involving a representative’s use of excessive time, the Employer will consult the Union and allow a reasonable period for the Union to correct the situation. If Union efforts fail, the Employer may require the “pass” procedures for all instances of the employees leaving his government job to perform representation duties.

## ARTICLE 16

### Disciplinary Actions

Section 1: The broad objective of discipline is to train and motivate employees to maintain reasonable standards of conduct, Discipline is a part of the daily responsibility of supervisors and not merely an action taken at times when an employee may deviate from acceptable forms of conduct. The supervisor’s activities should emphasize the prevention of incidents requiring penalty actions. The most effective means of maintaining discipline is through the promotion of cooperation, through sustained good working relationships, and through self –discipline and responsible performance expected of mature employees.

Section 2: In those cases where overt corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. Disciplinary action will be taken for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. In all cases, disciplinary actions will be in keeping with applicable laws and regulations.

Section 3: Prior to initiating disciplinary action against an employee, the immediate supervisor or other cognizant official will make a preliminary investigation or inquiry to assure himself of the facts in the case. Where the findings of the investigation indicate that the employee may be corrected by informal means such as oral admonition, on the job training or oral warning, such action will be taken by the immediate supervisor. If the findings of the investigation indicate that formal discipline is warranted, prior to the issuance of a formal discipline is warranted, prior to the issuance of a formal proposal of discipline, a discussion will be held with the employee if he is in a duty status. If the employee so desires, a Union representative or representative of his choice may be present during this discussion. The employee will receive notification within fifteen workdays after the investigation discussion.

- a. When the Employer takes a formal disciplinary action which is appealable against an employee of the unit, the Employer agrees to inform the employee of the unit, the Employer agrees to inform he employee of his right to appeal and where to seek further advice and assistance concerning his appeal rights.
- b. It is further agreed that the Union shall be notified when a formal hearing is scheduled in connection with a disciplinary or adverse action. Upon receipt of this notice, the Union may designate a representative to act as an observer.

## ARTICLE 17

### REDUCTION-IN-FORCE

Section 1: The Employer agrees to notify the Union of impending reduction-in-force affecting employees within the unit; and the reasons therefore as far in advance as practicable. The employer also agrees to inform the Union concerning affected competitive levels, date of action to be taken and number of employees affected, when this information becomes available. Further; whenever it has been determined to have a reduction-in-force, retention records will be made available to the Officers of the Union for review within OCF.

Section 2: The Employer further agrees that vacant positions will be used for a placement of employees affected by reduction-in-force provided there is a current need to fill such vacancies as determined by the Employer and provides further that such action is consistent with appropriate rules and regulations, i.e. Civil Service Commission Department of Defense. This will not prohibit the Employer from giving equal consideration to persons who are not unit employees and are similarly affected.

Section 3: A career and career-conditional employee separated by reduction-in-force action shall have his name placed on the Reemployment Priority List for all positions in the commuting area for which he is qualified and for which he indicates his availability.

The names of all such persons shall be placed on the list as determined by appropriate regulations in the following order:

- a. Career preference eligible.
- b. Career non preference eligible.
- c. Career-conditional preference eligible.
- d. Career-conditional non preference eligible.

Section 4: When an employee in the unit receives a notice of reduction-in-force, he may review, if he so desires, the following records:

- a. The retention register on which he is personally listed.
- b. The register listing an employee (if any) who displaced him.
- c. The register listing an employee (if any) whom he is displacing.
- d. The register(s) listing employee whom he may be entitled to displace.

An employee in the unit desiring to review such records, if he so requests, may be accompanied by the appropriate Union Steward, or other representative of the employee's choice.

Section 5: Eligibility for recall from the Reemployment Priority List will extend for a period of two (2) years for career employees, and one (1) year for career-conditional employees, from the date of separation.

## ARTICLE 18

### AUTOMATION AND TECHNOLOGICAL CHANGE

Section 1: When automation, technological, change or the introduction of contractual services eliminates duties, functions, or positions of permanent employees in the unit, the Employer agrees to make sincere and reasonable efforts to reassign affected employees who otherwise would be demoted or identified as incumbents of excess positions in a reduction-in-force.

Section 2: When the affects cannot be offset by reassignment to continuing positions, and a significant number of employees are involved, the Employer agrees to make reasonable and sincere efforts to establish appropriate Retraining Programs, if feasible, with the objective of placing employees and training them, in vacant positions that will provide salaries equal to or as near as possible to the employee's salaries prior to placement actions.

Section 3: When the Employer intends to solicit bids for contracting work normally performed by the workforce and could result in a reduction-in-force or demotion of an employee, the Employer will consult with the Union as far in advance as possible giving the explanation of the reasons for the proposed notion and inform the Union of the final decision.

Section 4: When an employee in the unit receives a notice of reduction-in-force, he may review, if he so desires, the following records:

- a. The retention register on which he is personally listed.
- b. The register listing an employee (if any) who displaced him.
- c. The register listing an employee (if any) whom he is displacing.
- d. The register(s) listing employees whom he may be entitled to displace.

An employee in the unit desiring to review such records, if he so requests, may be accompanied by the appropriate Union Stewart, or other representative of the employee's choice.

Section 5: Eligibility for recall from the Reemployment Priority List will extend for a period of (2) years for career employees, and (1) year for career-conditional employees from the date of separation.

## ARTICLE 18

### AUTOMATION AND TECHNOLOGICAL CHANGE

Section 1: When automation, technological change or the introduction of contractual services, eliminates duties; functions, or positions of permanent employees in the unit, the Employer agrees to make sincere and reasonable efforts to reassign affected employees who otherwise would be demoted or identified as incumbents of excess positions in a reduction-in-force.

Section 2: When the affects cannot be offset by reassignment to continuing positions, and a significant number of employees are involved, the Employer agrees to make reasonable and sincere efforts to establish appropriate Retraining Programs, if feasible, with the objective of placing employees and training them, in vacant positions that will provide salaries equal to or as near as possible to the employee's salaries prior to placement actions.

Section 3: When the Employer intends to solicit bids for contracting work normally performed by the workforce and could result in a reduction-in-force or demotion of an employee, the Employer will consult with the Union as far in advance as possible giving the explanation of the reasons for the proposed action and inform the Union of the final decision.

## ARTICLE 19

### ANNUAL LEAVE

Section 1: Authority for approving annual leave rests with the Employer. Employees will request all annual leave in advance except emergency leave.

Section 2: Emergency Leave In the event of emergencies, employees are required to request annual leave by contacting their immediate supervisor (or if unavailable, higher level supervisors) within two (2) hours of their regular reporting time on the first day of emergency absence specifying the time they expect to report back to duty. Failure to report as expected will require new request under the same procedure. In requesting emergency annual leave, employees must fully explain the nature of emergencies.

Section 3: Vacation Leave: The Employer agrees to continue the practice of establishing annual schedules to identify extended leave periods (i.e. normally (5) or more consecutive workdays) for use by employees as vacation. Such schedules will be developed by no annual leave accumulations to have at least ten workdays per year for vacation purposes. When too many employees request vacation for the same period the employees in contention will be promptly informed and given the opportunity to voluntarily reschedule their vacations and resolve the problem. If not resolved, the supervisor will investigate the matter to determine which employee(s) can reschedule his vacation with the least hardship expense and inconvenience. The supervisor will coordinate his findings and determinations with the Union Steward for concurrence. If mutual agreement cannot be reached by both parties, vacation will be scheduled by seniority within the bargaining unit, as defined in Article II. The provisions of this Section will become effective for vacation scheduling in 1974.



Section 4: Annual Leave Requests Except for vacation scheduling or emergencies, requests for annual leave will be made by completing a SF 71 and submitting it to the supervisor. Normally supervisors will consider requests in the order received; but will observe the principles expressed in Section 3 above to resolve scheduling problems.

Section 5: When an employee is assigned from one supervisor to another previously authorized annual leave shall be considered and accommodated to the fullest extent practicable by the new supervisor.

Section 6: The employer, may, be in unusual circumstances cancel approved vacation leave or other approved leave and disapprove leave requests when the paramount consideration of mission accomplishment dictates the propriety of such action.

Section 7: The employer agrees to consider advance of annual leave on an individual employee request basis. Requests must be submitted in writing through channels to the Commander, specifying the reasons and dates on which leave is desired. The Supervisor(s) and Commander will attach recommendations to approve or disapprove with reasons if disapproval is involved, and forward to the director Office of Civilian Personnel and the terms of this agreement. Upon request, the Employer will provide the Union the reasons for disapproval of advance leave requests. Advance may not exceed the amount of annual leave expected to accrue to the employee during the balance of the calendar year of the request.

## ARTICLE 20

### SICK LEAVE

Section 1: Employees shall accrue and be granted sick leave in accordance with applicable leave and regulations.

Section 2: Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by sickness; injury; pregnancy requiring confinement, medical, dental, or optical examination or treatment which cannot be scheduled outside working hours; or when a member of the immediate family of the employee is afflicted with a contagious disease requiring the care and attendance of the employee and the employee, because of exposure to the contagious disease, would jeopardize the health of others if he returned to duty.

Section 3: A Doctor's Certificate will be required for any absence in excess of three work days. An employee may be required to furnish a doctor's certificate and/or Standard Form 71 for any absence in excess of three work days. An employee may be required to furnish subsequent to his being notified in writing by the supervisor that he will specify the reasons for requiring a medical certificate. Required doctor's certificates and/or Standard Form 71 will be submitted as soon as possible, but not later than five (5) work days following return to duty.

Section 4: An employee who is sent home sick by the Medical Officer shall not be required to furnish a doctor's certification to substantiate sick leave for the day he is sent home, unless he was advised to see a doctor by the Medical Officer.

Section 5: The Employer agrees to give fair and reasonable consideration to individual requests by employees for an advance of sick leave in an amount not to exceed thirty (30) days in cases of serious illness or disability, in accordance with the provisions of applicable regulations.

Section 6: The Union recognizes the importance of sick leave and the advantage according to employees who use it only when incapacitated and unable to perform their regular duties.

## ARTICLE 21

### LEAVE WITHOUT PAY

Section 1: Employees may be granted leave without pay in accordance with applicable laws and regulations and provisions of this agreement, subject to the paramount considerations of workload requirements and the mission of the Employer.

Section 2: Employees in the unit who are elected or appointed delegates to Union conventions (local, state or national), or other such functions may be granted leave without pay to attend such functions. Employees who are temporarily serving as officers or stewards of Local #62 may be granted leave without pay to accomplish internal Union business providing the Employer has been notified of their status under the terms of this agreement.

Section 3: Employees who are on leave without pay status, whether for Union representation reasons or other reasons, shall be entitled to all benefits required by applicable law and regulations.

## ARTICLE 22

### TOURS OF DUTY

Section 1: The basic 45 hour work week for the Unit shall consist of five eight hour days, Monday thru Friday, with a 30 minute non paid lunch period except employees for whom other arrangements are deemed appropriate by the Employer.

Section 2: The employer agrees to advise the Union whenever a change to an established tour of duty is contemplated and, upon request from the Union, to meet and discuss the matter with the Union. The views of the Union will be considered before a tour of duty change is affected.

Section 3: Tours of duty will be established or changed by at least two (2) weeks advance notice to employees and will continue for a period of at least two pay periods. The Employer may make an exception to this requirement in extraordinary circumstances. Exception will not be made, however, where the change in tour is for the sole purpose of avoiding payment of overtime, night differential or holiday pay. These provisions do not apply to personnel on Stand-by, part-time, or intermittent tours of duty.

Section 4: The selection of personnel for shift assignments is the responsibility of the Employer. An employee preferring a specific shift other than his assigned shift should make his desires known to his supervisor who will make a concerted effort to grant the employee's request. Consideration will not be given in those instances resulting in an unbalanced work force. Also, the Employer agrees to avoid the movement of a Union Official or Steward to a tour of duty or shift substantially inconsistent with the hours of the majority of employees he has been representing. The concepts of employee preference and retention of Union representatives on tour/shift shall not apply when no practical, equitable option

exists to determine who will be assigned new tours or shifts, i.e. when all employees of the same job classification or organizational unit are required on the new tour or shift; or when rotating of shifts is the normal practice for the positions or organizational unit.

Section 5: It is understood the provisions of Sections 2 and 3 above are applicable only when the Employer initiates action to change the tours of duty or shifts of unit employees without their prior knowledge. The Sections will not apply when rotation among shifts is the established practice for the employees or organizational unit, nor actions involving part-time or intermittent tours of duty. Personnel actions to move employees to other existing and/or new positions are not tour of duty or shift changes within the meaning of this Article.

#### ARTICLE 23

##### SCHEDULING OFFICIAL TIME

The Employer agrees to attempt to schedule the time an employee must be in a travel status away from his official duty station within the regularly scheduled workweek of such employee in accordance with the provisions of the Department of Defense Joint Travel Regulations Volume 2.

#### ARTICLE 24

##### CLEAN-UP PERIOD

In those instances where it is established that clean-up is appropriate as determined by the Employer, a reasonable amount of time per workday will be allowed employees for such clean-up. After cleaning up at the end of the day, employees must return to their work areas before leaving for the day.

#### ARTICLE 25

##### REST PERIODS

No rest/break period which has already been authorized will be reduced in duration. An employee who is normally authorized rest periods, and is scheduled to work overtime of four (4) continuous hours or more, will be permitted a fifteen (15) minute rest period for the overtime period.

#### ARTICLE 26

##### OVERTIME

Section 1: Paid overtime assignments shall be distributed on a rotating basis equally for all employees in their particular job classification and their assigned functions/operations as far as character and priority classification of the work will permit subject to the provisions of this Article.

Section 2: The Employer agrees to maintain adequate records to insure compliance with Section 1 above, and further agrees to review paid overtime assignments at the request of the Union when an inequity is noted. Inequities will be adjusted as soon as practicable.

Section 3: In the interest of accomplishing overtime work in an economical manner, an employee with less than ninety (90) calendar days on the job, or who has been notified in writing of performance deficiencies, may be excluded from overtime distribution while in such status at the option of the Employer. If such status is later deemed invalid as a the result of grievance or appeal procedures,

the non-assignment of overtime shall be treated as an inequity and adjusted as provided in Section 2 above.

Section 4: The employer agrees, to the fullest extent practicable to solicit volunteers on the rotating basis for overtime assignments before directing employees to work overtime.

Section 5: Supervisors will not perform the work of their subordinates on an overtime basis when their subordinated volunteer unwilling employees to work overtime.

## ARTICLE 27

### CIVILIAN PERSONNEL DETAILS

Section 1: The Union acknowledges that employees will be assigned work reasonably related to their jobs and Qualifications which may include duties not stated in their position descriptions, without application of Civilian Personnel Detail procedures. The Employer agrees that when circumstances indicate the propriety of implementing Detail(s), such action shall be taken and not avoided by alleging employee(s) are performing "other duties as Assigned".

Section 2: A detail is the assignment of an employee, without change of his Civil Service or pay statue to another position or set of duties for a temporary period of time. It is agreed that details are appropriate under the following circumstances:

- A. To meet emergencies occasioned by abnormal workload, change in mission or organization, to accomplish work of employees who are absent.
- B. Pending official assignments, pending description and classification of new position, pending security clearances, and for training purposes.

Section 3: It is agreed that when an employee is detailed to any position in which he has had no previous experience, he shall be given a reasonable break-in period with an experienced employee or supervisor.

Section 4: The Employer agrees to keep details within the shortest practicable time limits and when appropriate to make continuing efforts to secure necessary services through use of appropriate personnel actions. In no event will a detail last more than one hundred and twenty (120) days without approval of the Civil Service Commission, unless the Detail is to an identical additional position or a position of the same grade, series code and basic duties as the position the employee is regularly assigned to.

Section 5: A Detail of more than thirty (30) days will be officially documented in the employee's Personnel (201) File by the Employer, unless the employee is assigned to perform duties of a position which is either an identical additional position or a position of the same grade, series code, and basic duties as the position he is regularly assigned to. Employees desiring to augment detail documentation placed in their Personnel (201) Files by the Employer, or desiring to document details not recorded by the Employer to obtain credit towards job qualifications, or for other reasons...may do so submitting supplemental experience statements to the Office of Civilian Personnel DPSC-BE.

Section 6: The Employer agrees that when unit employees are needed to perform higher level duties of positions in the unit, and it is known their services will be needed for more than twenty-five work days, such employees will be given temporary promotions... providing the qualify for promotion, and authorization can be obtained to fill a temporary identical additional position. Temporary promotions under this section will become effective on the beginning of the first pay period following authorization of temporary promotion on the Standard Form 52.

Section 7: The Employer agrees that when work requirements dictate the need for temporary assignments to perform work of positions in the unit, and unit employees are available who are capable of performing the work and can be spared from their regular duties, unit employees will be given the opportunity for such temporary assignments. This Section will not prohibit working supervisors from performing work normally assigned to their subordinate, no prohibit any supervisor from performing the work of a subordinate in an emergency situation or pending identification of employees for detail or temporary promotion.

## ARTICLE 28

### PROMOTIONS

Section 1: It is mutually understood that all merit promotion plans must conform to regulations of the Civil Service Commission... and that the DPSC Merit Promotion Plan must also conform to Department of Defense and Defense Supply Agency directives/regulations.

Section 2: The merit promotion plan will be reviewed at least once per year, normally on the anniversary of its effective date. The Union will be notified at the time reviews are scheduled, so that the Union may submit its proposals of change/revision, and may submit Union views on any change/revision proposed by Management. The Union acknowledges its responsibility for obtaining the views of unit employees and recognizes that the views of non-unit employees and other Commands/Activities receiving personnel services from DPSC will also be solicited.

Section 3: The Employer and the Union agree that the purpose and intent of the Merit Promotion Plan and this article is to provide employees full and fair consideration for advancement so that they may have the opportunity to develop and advance to their full potential according to their capabilities, and to promote selection from among the best qualified candidates without regard to race, color, religion, national, origin, sex, age, lawful political affiliation, physical handicap, marital status or membership or non-membership in employee organizations.

Section 4: To the extent practicable, the following will apply to all unit vacancies for which job opportunity announcements are issued:

- a. The criteria for determining basic eligibility and the criteria for identifying which eligible applicants will be referred for promotion consideration will be uniformly applied to the qualifications of all applicants for promotion.
- b. Minimum qualification standards used for promotion shall be the standards prescribed or authorized by the Civil Service Commission including provisions for in service placement and appropriate selective placement factors, as outlined in CSC Handbooks X-11B and X-11BC.
- c. The Employer will not use tests prohibited by the Civil Service Commission.

- d. Job opportunity Announcements for vacancies within the unit will be advertised through posting on all Official Bulletin Boards. Announcements will remain open for a minimum period of seven (7) work days. Each qualified unit employee shall have the right to submit application for such vacancies or, in his absence, have a coworker or supervisor submit it for him by mutual agreement between them. (Employees will be expected to provide specific information regarding positions in which they are interested).
- e. Selection from among persons within the scope of the plan who apply for promotion under Job Opportunity Announcements, will be limited to the top ranked candidates referred on the promotion certificates. It is agreed that when an initial announcement yields less than three qualified applicants for a unit vacancy, such applicants will be referred and given promotion consideration before re announcing the vacancy to an extended area.
- f. By request, an employee will be allowed to see and informally discuss with his immediate (rating) supervisor any production record or performance rating which was used or which may be used in considering him for promotion. If a disagreement occurs concerning the rating or record, and the employee desires further consideration, arrangements will be made of r him to present his views informally to the next higher level (reviewing) supervisor. The employee will not be entitled to see ratings or records of other employees.
- g. All candidates referred for promotion will be promptly notified of their selection or non-selection. Non-selection from a group of properly ranked and certified candidates will not be a basis for formal complaint action will not be a basis for formal complaint action, i.e. an employee alleging he is better qualified than the selected candidate(s).
- h. Voluntary applications will be accepted from unit employees who are outside the announced area of consideration for a unit vacancy, except in unusual circumstances (i.e. temporary promotion or detail to higher grade being effected through merit promotion) in which case the announcement will specifically state the restriction.

Section 5: The Employer and Union agree to adhere to the spirit and intent of merit promotion principles expressed in appropriate regulations, and to encourage the filling of vacancies from within as a general rule. However, the Union cognizes the Employer's responsibility to maintain a balanced personnel program, including the obligation to give concurrent consideration to person's outside the agency when appropriate and to cooperate and participate in other placement programs established for the general good of Federal employees and the nation, i.e., placement of Federal employees affected by RIF; placement of returning Vietnam era veterans under Veterans Readjustment Appointments.

Section 6: The Union will be provided at least two (2) copies of any Job Opportunity Announcement for a unit vacancy.

Section 7: The record of each promotion action will be maintained for a two (2) year period.

Section 8: An employee demoted without personal cause, is entitled to special consideration for re promotion in the Agency in which he was demoted. Although he is not guaranteed re promotion ordinarily he should be re promoted when a vacancy occurs in a position at this former grade (or any intervening grade) for which he has demonstrated that he is well qualified, unless there are persuasive reasons for not doing so. Re promotion consideration for such an employee will precede the use of competitive promotion procedures.

Section 9: In determining basic eligibility, the following criteria will be adhered to:

- a. Any selective placement factor used in addition to basic Civil Service Commission stands will be included in the announcement. Selective placement factors may be established if they would clearly enhance performance on the job and cannot be readily learned or acquired after assignment, or if they are considered desirable and would be useful in screening and identifying the best qualified candidates in those situations where there is an actual or anticipated large number of eligibles. There will be no limitation to ones sex except for those positions for which the Commission has provided exception.
- b. No candidate may be disqualified on the basis of a selective placement factor not specified in the announcement.

Section 10: Employees selected for promotion will be released promptly, normally within two (2) weeks. Under no circumstances will the release of a unit employee who is selected for promotion to a position in the unit he deferred for more than four (4) weeks.

Section 11: Unit employees who have questions about the promotion program or specific promotion actions should refer them to either their immediate supervisors or Office of Civilian Personnel as appropriate, i.e., program or experience evaluation questions to DPSC-BE.

Section 12: In complaint actions involving merit promotion, a personal representative selected by a unit employee will be given the same information that would normally be given to an employee acting in his own behalf. The personal representative, whether a Union representative or not, should be either designated in writing by the employee or accompanied by the employee... to avoid erroneous disclosure of unauthorized information i.e., performance rating.

## ARTICLE 29

### PERFORMANCE APPRAISAL AND RATING

Section 1: It is the responsibility of supervisors to continually appraise the performance of employees in accordance with the provisions of pertinent regulations and at appropriate times provide summary ratings of "outstanding" "satisfactory" or "unsatisfactory".

Section 2: Supervisors shall adopt performance requirements that are reasonable and fair, and inform employees of the requirements when employees enter jobs and as performance requirements change. The supervisor shall communicate with employees, acknowledging their excellent performance as well as their significant performance deficiencies. An employee may also question the supervisor concerning his performance requirements. The supervisor should discuss the matter(s) informally with the employee, with the objectives of clarifying performance requirements and motivating the employee toward optimum performance. The Employer agrees to inform employees of the Performance Rating and Appraisal Program and their appeal rights through appropriate means.

Section 3: A ninety (90) day prior warning will be given before an employee is rated "unsatisfactory". The warning will be in writing and will state:

- a. What job requirements the employee is failing to meet satisfactorily.
- b. What the employee must do to bring his performance to a satisfactory level in the 90 day period;

- c. What efforts will be made to help the employee improve. Employee questions or complaints regarding the written warning will be resolved through informal discussion between employee and supervisor. It is mutually understood that no rights to file any grievance or appeal shall exist until the actual rating is given, i.e., unsatisfactory.

Section 4: The performance appraisal and rating will be thoroughly discussed with the employee informally, and in private, and the employee will be given the opportunity to freely state in views. An “Unsatisfactory” rating will be accompanied by a written statement justifying the rating and corresponding to the job requirements cited in the initial warning.

### ARTICLE 30

#### WITHIN-GRADE INCREASES FOR CLASSIFICATION ACT EMPLOYEES

Section 1: In the case of Classification Act (GS) employees the granting of within-grade increase is dependent upon the rating supervisor’s determination, and reviewing supervisor’s confirmation, that the employee’s work is at an acceptable level of competence. It is mutually understood that a “satisfactory” annual performance rating primarily indicates performance that is adequate for an employee to be retained in his job; it does not automatically indicate performance of sufficient level to merit a pay increase (within-grade increase).

Section 2: When a supervisor’s advance evaluation leads him to believe that an employee’s work may not merit a within-grade increase, the supervisor should, at least sixty (60) days in advance of the date of which the employee will complete his waiting period, inform him in writing of:

- A. Any factor that raises a question about the employee’s work being of an acceptable level of competence.
- B. The fact that his performance may not be evaluated as being at an acceptable level when the determining is made unless the employee improves.
- C. What the employee might do to improve his performance and attain an acceptable level.
- D. The fact that the employee has a minimum until completion of the waiting period before the determination will be made, and that his performance during the notice period will be carefully considered in making the determination.

Section 3: The objective of the advance notice procedure is to make the employee aware of performance deficiencies so that, in so far as practicable we may correct them. Advance notice is not a decision to withhold a within-grade increase and will not be subject to any formal grievance or appeal procedures. Employees having questions about their advance notices should discuss them with their supervisors informally, with the objective of correcting deficiencies and meeting the acceptable level criteria, before determination is made by their supervisor’s if possible. It is understood, that a supervisor’s failure to provide advance notice for whatever reason (i.e., through oversight, or because performance deficiencies were not evident at least 60 days before the determination date) will not serve to delay or avoid a determination.

Section 4: Each determination will be based on performance during the waiting period (52, 104 and 156 weeks) with emphasis on the latter stages, including my advance notice period. If a determination will cause withholding of the Within-grade increase, the supervisor will informally discuss



with the employee the reason for the determination that his performance is not acceptable and confirm the discussion with a statement in writing, not later than the completion of the waiting period. The written statement will include:

- a. A statement of the negative determination.
- b. The basis for the negative determination.
- c. The employee's right to secure reconsideration of the negative determination.

Section 5: An employee has the right to secure reconsideration of a negative determination under Agency procedures and may then appeal the Agency's reconsideration decision to the Civil Service Commission.

## ARTICLE 31

### GRIEVANCE PROCEDURES

Section 1: The purpose of this Article is to provide for a mutually satisfactory method for the prompt and equitable settlement of employee or Union grievances involving the interpretation or application of this agreement. This procedure shall be the exclusive means available to the Union and to the employees in the bargaining unit for resolving such grievances. Questions as to the interpretation of published agency policies or regulations, provisions of law, or regulations or appropriate authorities outside the agency shall not be subject to this negotiated procedure regardless of whatever such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this agreement.

Section 2: An Employee (or group of employees) in the unit may personally present a grievance to the Employer under these procedures without the intervention of the Union. However, if an employee (or group of employees) wants another person to present the grievance on his behalf he may designate for that purpose only a Union (i.e. Local 52) representative or a person who has been approved in writing by the Union. In an event, the Union will be given the opportunity to have a representative present when the Employer discusses a grievance adjustment with an aggrieved employee... that is discussion to explain the mans decided upon for correcting a misapplication or misinterpretation of this agreement. Only the Union may invoke arbitration as the last step to resolve grievances presented under this Article.

Section 3: It is understood that since dissatisfaction and disagreements arise from time to time among people in any work situation the initiation of a grievance shall not be construed and reflecting unfavorably on an employee's good standing performance, or loyalty and desirability to the organization. The Employer and the Union expect union representatives, employees and supervisors to make a sincere effort to settle complaints as informally and expeditiously as possible at the level at which they occur. Reasonable time during working hours will be allowed to employees and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with management officials.

Section 4: The following procedures shall be adhered to in processing grievances covered by this Article. Time frames may be extended at any step by mutual consent of the Union and the Employer.

Step 1: The grievance shall first be presented within fifteen (15) calendar days from the event giving rise to the complaint, or from the date the vent becomes known to the aggrieved party. Within five (5) work days, the supervisor will provide the aggrieved party an oral reply.

Step 2: A grievance not satisfactorily settled at Step 1 may be presented in writing to the Division/Office Chief within five work days of the Step 1 decision. The grievance will be presented on an AFGE Standard Grievance Form or other written statement which will contain the following: (a) identify the matter believed to be in violation of this agreement, (b) indicates the corrective action desired. (c) describe some of the efforts taken to resolve the matter, and (d) if desiring representation, the name of the Local #62. The Division/Office Chief will meet with the aggrieved party (and/or representative) within two (2) days after receipt of the grievance, and will provide a written decision within five (5) work days after the meeting. The Union will be provided a copy of the grievance and written decision by the Employer.

Step 3: A grievance not satisfactorily settled at Step 2 may be presented to Command within five (5) work days of the Step 2 decision, by submitting copies of the written grievance and written Step 2 reply to the Commander. Us Army Support Center. The Commander or his designee, will review the grievance, consult with the Division/Office Chief and the aggrieved party (and/or representative) and the Commander with provide written decision within (10) ten work days after his receipt of the grievance. The original copy of written decision will be provided to Local #62.

Step 4: A grievance not satisfactorily settled at the Command level (Step 3 above) may be referred for arbitration, providing a written statement signed by the Union President or his designee is submitted to the Commander within thirty (30) calendar days from receipt of the Step 3 decision. Article XXXII, Arbitration will apply.

Section 5: Grievances which are known to require Division or Center level decisions may be initiated by Union representatives at Step 2 or Step 3 as appropriate, and the Employer and Union may agree to accept oral presentations and decisions to expedite the matter. However, prior to invoking arbitration, the Union will document the grievance in writing and the Employer will provide written decision.

## ARTICLE 32

### ARBITRATION

Section 1: Either the Employer or the Union may invoke arbitration to resolve any disagreement which may arise concerning the proper interpretation or application of this agreement. Earnest efforts will be made to resolve such matters through exchange of positions in writing and through consultation and discussion before arbitration shall be invoked. In addition, any questions as to whether or not a matter is subject to arbitration will be resolved prior to designation of an arbitrator. Arbitration will be invoked through written notice to the other party.

Section 2: Within five (5) working days from the receipt date of a written statement invoking arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within (3) working days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, the

Union will strike one name, then the Employer will strike one name, and the procedure will be repeated. The remaining person shall be the duly selected arbitrator.

Section 3: If either the Union or Employer refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator.

Section 4: The arbitrator's fee and all related expenses of arbitration (i.e., travel; transportation; hearing transcript preparation; etc.) shall be shared equally by the Employer and the Union, subject to limitations on the Employer's share imposed by higher authority. The arbitration hearing, if any, will be held on the Employer's premises during the regular hours of operation, if possible. All employees who are required to participate in the hearing while in a duty status shall not be charged leave.

Section 5: The arbitrator will be requested to render his decision as quickly as possible, preferably within (30) days after the conclusion of any hearing that may be conducted.

Section 6: The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Council, under regulations prescribed by the Council, under regulations prescribed by the Council, through whatever channel may be established by their respective higher levels of authority.

### ARTICLE 33

#### PAYROLL WITHHOLDING OF UNION DUES

Section 1: The Employer agrees to permit the payroll withholding of Union Dues from the pay of unit employees under the terms and conditions of this article.

Section 2: Employees who receive pay on regularly scheduled pay days may voluntarily authorize Union dues allotments by use of SF 1187 obtainable from the Union. The Union agrees to purchase, store and distribute the SF1187 at its owner's expense. The Union further agrees to explain to employees the procedure and restrictions of this Article regarding revocation of allotments and to verify the employees are in the unit, before processing allotment requests.

Section 3: The President or Secretary-Treasurer of Local #62 is responsible to receive SF's 1187 completed by the employees, and is responsible for assuring the employees are Local #62 members in good standing are within the unit, and that SF's 1187 are properly completed including the amount of dues, employee's identification number (Social Security Number), and fee-per-deduction as specified in this agreement. The President or Secretary-Treasurer will sign SF1187 as confirmation that the aforementioned requirements have been met, and will forward the SF1187 directly to the DPSC payroll office. The Employer shall return to the Union incomplete SF's 1187 or those for persons not entitled to dues deduction. Allotments which are affected and later found to erroneous because the persons were not entitled to dues deduction will be terminated by the Employer as soon as practicable after consultation with the Union. The Union agrees to bear full responsibility for explaining the reason for such terminations, and full responsibility to adjust any complaints regarding erroneous allotments, if requested by the person involved.

Section 4: A dues deduction allotment will become effective at the beginning of the first full pay period following receipt in the Payroll Office of a properly completed, validated SF 1187. It will be terminated:

- a. At the end of the pay period when, or during which, (1) the employee is separated or otherwise ceases to be serviced by the DPSC Payroll Office, or (2) Local #62 loses its exclusive status;
- b. At the beginning of the first full pay period after the Union President or Secretary-Treasurer notifies the OPSC Payroll Office in writing that the employee is no longer a member in good standing; or
- c. At the beginning of the first full pay period following March 1 or September 1, whichever occurs first, after the DPSC Payroll Office receives the employee's written request that the allotment be discontinued. Employee's requests will be honored by the Employer whether A SF1188 (Revocation Form) or other written requests. It is understood, Employees should submit their requests for allotment revocation directly to the DPSC Payroll Office; SF1188 (Revocation Forms) will be available from the receptionist, Ofc/Civ Pers; employees may submit requests for revocation at any time, they will not become effective until the pay periods specified above. The Union agrees to immediately forward to the DPSC Payroll Office any revocation requests it receives erroneously, The Employer agrees to provide the Union a copy of each SF1188 request for revocation.

Section 5: It is understood that the amounts to be withheld will be the regular dues specified by the Union, with the following conditions:

- A. The amount of dues may not be changed more than once in any period of six (6) consecutive months. Changes will be authorized by the Union President or Secretary-Treasurer in writing to the DPSC Payroll Office, with a copy sent by the Union to DPSC-BL.
- B. Regular dues shall not mean initiation fees, special assessments, back dues, fine or similar charges or fees within the context of this agreement.
- C. Employees whose pay is insufficient after all legal deductions and other authorized allotments, to cover the full amount of the dues allotment shall have no dues deducted from such pays.

Section 6: Upon disbursement each pay period, the DPSC Payroll Office will certify for payment the amounts withheld less a service fee of two cents (2) per employee deduction. Checks will be made to the order of AFGE Local #62 and sent to the Secretary-Treasurer of Local #62... that is the person named by the Union President in a written statement sent by the Union to the Payroll Offices. Checks will be accompanied by lists containing the names of Union members, the amounts withheld from their pay, and the reasons for non-deduction, i.e., separation, LWOP status, etc.

Section 7: It is mutually understood that the decision to either join or not join Local #62, as dues-paying members, is entirely up to the employees in the unit. Supervisors or other management representatives will do nothing to either encourage or discourage employees in such decision.

Section 8: The Union agrees to record on all SF's 1187 whether for this unit or other units represented by Local # 62, the appropriate fee-per-deduction... to facilitate the implementation of this Article.

#### ARTICLE 34

##### HOLIDAYS

Section 1: Employees not required for essential duties shall be excused from work to observe holidays on those days which are designated as their holidays by appropriate laws, executive orders and regulations. The Employer retains the right to require the services of employees on their holidays for the performance of work essentially required, but recognizes the entitlement of such employees to receive holiday pay in accordance with appropriate laws, executive orders and regulations. To the maximum extent possible; the Employer will utilize qualified employees who are available and have indicated a desire to work on their holidays.

Section 2: The Employer further agrees that work will be scheduled on employee holidays only to meet essential and necessary requirements of the employer; i.e., protection of property, security, work of an emergency nature or to meet the exigencies of the service.

Section 3: The Employer agrees to have a liberal leave policy for employees to observe a religious holiday associated with their religious faith or to observe non-legal holidays.

#### ARTICLE 35

##### ENVIRONMENTAL DIFFERENTIAL PAY

Section 1: It is the objective of the Employer, and the Union to eliminate or reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship, or working condition, an environmental differential is warranted and shall be paid in accordance with the schedules and at the rates of prescribed by Appendix J. FPM Supplement 532-1, Subchapter 8-7, and other applicable directives. It shall be the continued objective of the Employer and the Union to eliminate such hazards, hardships, or unusual working conditions after an environmental differential is authorized.

Section 2: When an employee believes that he should be entitled to an environmental differential, he shall notify his supervisor who shall attempt to evaluate or eliminate the hazard(s). If the reported hazard(s) cannot be substantially reduced or resolved to the employee's satisfaction the employee shall report the hazard(s) to the Commander, who shall take steps to resolve the issue. Should the Commander's decision not satisfy the employee, the Commander and the Union will attempt to resolve the problem through consultation and appropriate coordination with Safety, Medical, and civilian personnel representatives.

#### ARTICLE 36

##### BOARDS AND COMMITTEES

Section 1: The Employer agrees to appoint one member for each of the following committees: USASPTCP, Administrative Safety Council and the USASPTCP EEO Working Group. The Employer agrees to representation by one member of the Union at these two internal committee meetings.

Section 2: The Employer will nominate one employee from within the bargaining unit for election to the Civilian Welfare Fund Council. The Employer nominee's name and organization will be listed on the ballot of the next scheduled election covering US Army Support Center representation. Under the same concept, the Employer will nominate an employee for subsequent elections if a USASPTCP nominee is not already serving on the Council. It is mutually understood that whoever may be elected from the US Army Support Center, Philadelphia will represent the interests of all organizations which participated in the election, including supervisory and non-supervisory interests.

## Memorandum of Agreement

### Hours of Duty

Subject to the conditions set forth in this agreement, employees may elect a work schedule that meets their needs and fulfills mission requirements. These work schedules are: the standard work schedule, flexible work schedule, a compressed work schedule, and Maxi flex work schedule.

1. Standard Work Schedule: A standard work schedule is eight hours per day, five days per week. Employees choose arrival and departure times that remain the same for each work day. Employees may select start times from 0600-0900 hours and departure times from 1500-18:00
2. Flexible Work Schedule: A flexible work schedule uses flexible bands of hours during which employees may vary their arrival and departure times on a daily basis, and core hours during which the employee must be present for work. Employees must work either hours per day, five days a week. Employees "flex" arrival time for 0600 to 900 hours daily and may correspondingly "flex" departure time from 1500 to 1800 hours daily. Core hours are 0900 to 1100 hours, and 1300 to 1500 hours, Monday-Friday.
3. Compressed work Schedules:
  - a. 5/4/9 This schedule permits eight 9 hour work days and one 8 hour work day per Pay period, equaling a total basic work requirement of 80 hours. Employees complete the prescribed 80 hours of work in nine work days, thereby allowing a single scheduled day off each pay period. Employees correspondingly "flex" departure time from 1530 to 1730 hours daily. Core hours are 0900 to 1100 hours, and 1300 to 1500 hours, Monday through Friday.
  - b. 4/10 this schedule permits four 10 hour work days each week, equaling a total basic work requirement of 80 hours during a standard two week pay period. Employees complete the prescribe 80 hours of work in eight work days thereby allowing two scheduled days off each pay period. Employees "flex" arrival time from 0600 to 730 hours daily and may correspondingly "flex" departure time from 1630 to 1800 hours daily. Core hours are 0900 to 1100 and 1300 to 1500 hours, Monday through Friday.

Hours of Duty  
Continued

4. Maxiflex Work Schedule: A maxiflex work schedule uses flexible bands of hours during which employees may vary their arrival and departure times on a daily basis, core hours during which the employee must be present for work and provides for the completion of the work requirements in less than ten full work days. Under this plan, employees may schedule no less than eight, and no more than ten work hours per day. Employees who choose Maxiflex work schedule are responsible for entering and recording their own time and attendance (T&A) in the Army ATTAPS system for completeness and accuracy. Employees may “flex” daily arrival times as follows:

0600 to 0900 hours daily if electing an eight hour work day.

0600 to 0830 hours daily if electing a nine hour work day.

0600 to 0730 hours daily if electing a ten hour work day.

Employees may correspondingly “flex” departure times from 1500 to 1800 hours daily. Core hours are 0900 to 1100 hours, and 1300 to 1500 hours. Monday through Friday. \

The Basis Work Requirement (BWR) is the number of hours which an employee is required to work or to account for by leave or holiday hours within the pay period. For full time employees, the BWR is 80 hours per pay period. For part time employees the BWR is the number of scheduled hours in a pay period.

Duty hours are 0600 hours to 1800 hours.

The normal administrative work week is Monday through Friday.

Each quarter all employees changing their work schedules must submit their work scheduled requests to the first line supervisor for approval. Changes to existing work schedules (including changing to or from a standard, flexible, compressed or maxiflex schedule) may be made during the open season. The first full administrative work week following January 1, April 1, July 1, and October 1 of each year. The work schedule submissions must identify the work schedule chosen by the employee. For maxi flex elections, the eight, nine, and ten hour work days and any requested days off must be identified. For compressed schedules, the 5/4/9 or the 4/10 schedule, selected days off must be identified. For standard work schedules, the set arrival and departure times must be established.

Approved schedule changes will be effective the first full pay period following the open season week.

All work schedule elections are subject to supervisory approval. Employees may make temporary modifications to their flexible work schedule during quarter only with supervisory approval.

Supervisors should review all requested flexible work schedules to ensure adequate coverage of assignments/service. Adjustments to employees’ work schedules may be made by supervisors to avoid adverse impacts on mission and/or workload requirements.

Management may limit the number of employees electing the same day(s) off within any work group. In the event of conflict regarding the choice of day(s) off, supervisors will consider mission and workload needs. When a voluntary agreement cannot be reached amongst the remaining employees with the conflicting schedules, seniority (service computation date) will be used to determine which employee(s) will be granted preference.

Management reserves the right to assign specific employees or groups of employees to particular work shifts in order to meet mission requirements.

Employees may be excluded from the maxi flex and/or compressed schedules for periods of no less than one pay period in order to accomplish special projects or other relevant management directed actions. For purposes of attendance at training classes, assignment of temporary duty (TDY), or special schedule requirements (ex: court leave or jury duty) management may temporarily remove employees from the maxiflex work schedule.

Management may remove employees from compress or maxi flex work schedules due to attendance or productivity reasons.

All work performed within the boundaries of the elected work schedule is regarded as straight time for computation of pay.

Employees are required to work the number of hours schedule for a day, be placed on leave, or use a combination of work and leave to total the scheduled number of hours for a given day.

The number of hours employees are paid for a holiday will be consistent with current law and/or governing regulations. Under maxiflex schedule, an official holiday falling within the pay period will account for 8 hours of the bi-weekly 80 hour basic work requirement. Under the compressed schedules, an official holiday falling within the pay period will account for the number of hours regularly scheduled for the employee to work on that day.

Determining in-lieu holidays under the compressed schedules will be accomplished in accordance with current law and/or governing regulations.

The minimum charge for either annual or sick leave is 15 minutes. Additional leave is to be charged in 15 minute increments.

All employees on standard, flexible, compressed and maxiflex work schedules will sign-in in order of arrival and sign out in order of departure times on the designated time and attendance document each work day. Signings will consist of employees' signatures and corresponding arrival and departure times. Work will commence and end at the times recorded.

The parties do hereby agree to the above terms. This agreement will become effective on 29 November 2004.