

AGREEMENT BETWEEN

The Program Executive Office, Aviation
and the
National Federation of Federal Employees
Local 405

25 October 1996

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PREAMBLE

Pursuant to the policy set forth in Public Law 95-454 and subject to all applicable statutes and regulations issued by the Office of Personnel Management, and the Department of the Army, this Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitute a total Agreement and is entered into by and between the United States Army Acquisition Executive Support Agency, Program Executive Office, Aviation, hereinafter referred to as the Employer; and the National Federation of Federal Employees, Local 405, hereinafter referred to as the Union; for the employees in the described unit, hereinafter referred to as Employees.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal service and the well-being, dignity and respect for Employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This Agreement reflects the Parties' consensus relative to personnel policies, practices, procedures and matters affecting other conditions of employment; and provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union, and Employees.

The Parties affirm that nothing in this Agreement is intended or may be interpreted as a waiver by the Union to exercise its rights under Executive Order 12871, dated October 1, 1993, or to pursue issues related to the implementation of the Executive Order separately from this Agreement. This preamble has the same weight and importance as the rest of this agreement.

Therefore, the Parties agree as follows:

ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive representative, under provisions of the Civil Service Reform Act of 1978, for Employees described in Section 2 of this Article. The Union recognizes its responsibility to represent the interests of all Employees without discrimination based upon race, color, creed, sex, age, handicap, or national origin, and without regard to labor organization membership, with respect to grievances, personnel policies and practices, and other matters affecting general working conditions.

Section 2. The recognized bargaining unit is described as:

INCLUDED: All professional General Schedule employees and non-professional General Schedule employees employed by the United States Army Acquisition Executive Support Agency, Program Executive Office, Aviation, St. Louis, Missouri.

EXCLUDED: Management officials, supervisors, and employees described in 5 USC 7112(B)(2), (3), (4), (6), and (7).

ARTICLE II - MANAGEMENT RIGHTS AND OBLIGATIONS

Section 1. In the administration of all matters covered by this Agreement, the Parties and the Employees are governed by Chapter 71 of Title 5 of the United States Code and any other applicable statute, rule, regulation, or Executive Order.

Section 2. The Employer retains its rights as governed by Chapter 71 of Title 5 of the United States Code and any other subsequent applicable statutes.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. 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.

Section 2. Each Employee has the right to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies, the Employer, and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

Section 3. Employees shall have the right to file and process grievances under the negotiated procedure without the assistance of the Union.

Section 4. 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, except in accordance with Article VI - Voluntary Allotment of Union Dues.

Section 5. Employees shall have the right to raise a dissatisfaction or give testimony under the negotiated grievance procedure or any other available procedure for redressing alleged wrongs to an Employee, without fear of penalty or reprisal.

Section 6. The Employer agrees that Employees will be authorized a reasonable amount of official time to consult with Union representatives regarding representational issues. Employees will request approval from their supervisor for use of official time for these purposes. The Employer will provide an appropriate work center code to report approved time.

Section 7. Consistent with appropriate law and regulation, the Employer agrees to respect the privacy rights of Employees. As such, the Employer agrees to the following:

a. When representatives of the Employer meet with Employees regarding their conduct or performance, such meetings will be regarded as confidential and held in a private manner. Instructions and counseling will be given in a reasonable and constructive manner. Further, no electronic recording of these meetings may be made without mutual consent.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS (Continued)

b. Whenever the Employer meets with an Employee regarding the Employee's conduct or performance, the contents of the meeting will be documented. The Employee will receive a copy of the documentation, signing as acknowledgment of receipt. The Employee's signature in no way reflects agreement with the actual content of the document but merely that the counseling occurred.

c. If an Employee is to be served with a warrant or subpoena, it will be accomplished in private, whenever possible.

Section 8. Employees shall have the right to request and be represented at any examination in connection with any investigation, if the Employee reasonably believes that the examination may result in disciplinary action and makes a request for such representation. The Employer agrees to inform Employees of this right annually. Such right to representation does not apply to performance counseling. However, if a discussion intended as performance counseling evolves into an examination of an Employee in connection with an investigation, and the Employee can reasonably believe that disciplinary action may result, the Employee is entitled to representation if requested.

Section 9. Employee Records:

a. The Employee, or their designated representative, shall have the right to review the Official Personnel Folder (OPF) and any records pertaining to employment and disciplinary actions maintained in a system of records by the supervisor. This does not include supervisor's memory jogging records. "Memory Joggers" are to be used as such when providing guidance to management or for refreshing the supervisor's memory and not for a record of events. These items will be maintained and safeguarded from any formal system of records and will be treated as being confidential and sensitive. Records deriving from their use must be placed in the system of records and maintained in accordance with regulation and this Agreement.

b. The Standard Form (SF) 7B, Employee Record Card, is the Employer's record of individual Employee employment history, performance, and supervisory counseling. The SF 7B cards will be reviewed and discussed with the Employee during annual performance evaluation and at the time of each counseling and disciplinary entry.

ARTICLE III- EMPLOYEE RIGHTS AND OBLIGATIONS {Continued}

It may reflect records of oral admonishments and written warnings. All SF 7B entries will be accurate. Access to the SF 7B will be limited to those with an official need to know. Employees may request to review and receive a copy of their SF 7B at any time. Any references to formal or informal discipline which have expired must be deleted.

c. Documentation of disciplinary actions will be removed from an Employee's records upon expiration. Once withdrawn, a formal Letter of Reprimand cannot be used or relied upon to support a subsequent disciplinary action, unless the Reprimand was already used as a basis for a subsequent action, while still current. In such an instance, a copy of that Reprimand will be retained in that adverse action file for the purpose of documenting an Employee's disciplinary record.

ARTICLE IV - UNION REPRESENTATION

Section 1. For the purpose of authorizing official duty time, the Union agrees to limit its representatives to two (2) Employees. The Union may request additional representatives as representational work load increases. The Employer agrees to consider authorizing such based upon the justification provided by the Union.

Section 2. The Parties agree that official duty time will not be authorized for Union representatives to perform internal Union business. Examples of internal Union business include, but are not limited to: solicitation for membership; campaigning for, or participating in, Union elections; and performance of administrative functions related to benefits offered by the Union.

Section 3. Representational duties include the following examples:

- a. To represent Employees in the negotiated grievance procedure.
- b. To attend formal meetings as defined by 5 USC 7114(a) (2) (A).
- c. To represent Employees pursuant to 5 USC 7114(a) (2) (B).
- d. To attend briefings called by the Employer.
- e. To file/respond to grievances filed pursuant to Article XV of this Agreement.
- f. To represent Employees in the formal disciplinary process.
- g. To investigate and prepare Unfair Labor Practice charges.

Section 4. The Employer agrees that officially designated Union representatives may use official duty time to perform representational functions such as described in Section 3 above. Such time will be limited to that which is reasonable, necessary, and in the public interest. Usage is restricted, except as specifically otherwise authorized, to a maximum of 25% of available monthly man-hours of each Union representative. A Union representative may request official time beyond the above limitation. The Employer agrees to consider authorizing such based upon the justification provided by the Union as well as staffing and work load considerations.

ARTICLE IV - UNION REPRESENTATION {Continued}

Section 5. The use of official duty time is subject to the following procedures:

a. The Employer and the Union agree that Union representatives will request official duty time from their immediate supervisor to perform representational duties. If the immediate supervisor is not available, the next higher supervisor will be contacted.

b. At the time of request, the Union representative will provide their supervisor/designee with the following information: the representational function to be performed by identifying the specific function from Section 3; the amount of time requested; and the intended destination.

c. When the requested official duty time is to be utilized to perform a representational function and the amount of time requested is reasonable and necessary, the supervisor/designee will either approve release for the time requested or initiate discussions exploring alternative times for release based on job requirements and representational need. If the request cannot be approved or no alternative time can be mutually agreed upon, the supervisor/designee will, upon request, provide the representative in writing with the reasons for not approving the request and of reasonable alternative times for release. Deferral of the use of official duty time will correspondingly adjust the time frames for processing grievances.

Section 6. Union Sponsored Training:

a. Union representatives will, consistent with the Employer's mission and upon written request, be excused without charge to leave to attend Union-sponsored training sessions, if the subject matter of the training is of mutual concern to the Employer and the Union. Items of mutual concern include only issues for which the Union performs an officially recognized representational function. Requests for administrative excusal will be submitted to the Employer as far in advance as possible, but at least ten (10) workdays prior to the date requested. Requests submitted less than ten (10) workdays prior to the training may be approved if submitted sufficiently in advance to permit the Employer to accomplish necessary administrative actions. If granted, administrative excusal may also be retroactively substituted for approved annual leave/leave without pay. Requests will include a copy of the agenda or program and a description of the training for which excusal is requested. Administrative excusal for this purpose will cover portions of the training sessions that meet the foregoing criteria.

ARTICLE IV - UNION REPRESENTATION (Continued)

b. The Employer agrees, subject to minimum staffing requirements, to approve Union representatives' requests for annual leave and/or leave without pay for any portion(s) of a training session for which administrative excusal is not appropriate.

c. An individual Union representative may be authorized no more than sixteen (16) hours per calendar year for this purpose. However, the Employer agrees to consider authorizing additional official time as circumstances warrant.

Section 7. All Union representatives will properly report all official duty hours spent in pursuance of Union representational duties under labor performance codes provided by the Employer.

Section 8. The Union recognizes its obligation to ensure official duty time for representational purposes is not abused and will cooperate with the Employer and make every effort to prevent such abuse. If the Employer alleges that official duty time authorization has been abused, the alleged offender and the Union will be notified in writing. The Union shall notify the Employer in writing within five (5) workdays as to whatever corrective action may be taken. If Union action to correct the alleged abuse is not taken by the end of the five (5) workday period, or should there be a continuing dispute, the Employer shall be free to take action under law, regulation, or this Agreement.

ARTICLE V-NEGOTIATIONS

Section 1. Negotiation of amendments and supplements to this Agreement, as well as changes in working conditions, may be requested by either the Employer or the Union.

Section 2. When the Employer notifies the Union of changes in working conditions, the notice will be in writing. All bargaining will be to the fullest extent required by law prior to effecting changes.

Section 3. All requests for negotiations will be in writing specifying the subject of the request. The Parties agree to begin negotiations no later than twenty (20) workdays after the receipt of the request for negotiations. The product of negotiations will be in writing, signed by the Parties, and will have the full legal force and effect of this Agreement.

ARTICLE VI - VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer agrees that Union dues shall be deducted by the servicing Defense Finance and Accounting Service (DFAS) Office from an Employee's pay each biweekly pay period without charge when the following conditions are met:

a. The Employee has voluntarily authorized such a deduction by executing Standard Form (SF) 1187 "Request For Payroll Deduction of Labor Organization Dues."

b. The Employee's earnings are sufficient, after all other mandatory legal deductions, to cover the full amount of the allotment.

c. Section A of the form has been completed and signed by the President or the Treasurer of the Union, and the form has been received by the servicing DFAS Office.

Section 2. Deductions shall begin with the first full pay period that commences after receipt of the completed form by the servicing DFAS Office.

Section 3. The Employer agrees that the servicing DFAS Office will prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the Union. That check will be for the total amount of dues withheld for that pay period.

Section 4. The Union shall notify the servicing DFAS Office when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice. Such a change may not be effected more than twice in a twelve (12) month period.

Section 5. The President of the Union will immediately notify the servicing DFAS Office in writing of any change in the name and/or address of the Treasurer of the Union.

Section 6. The Employer agrees that the servicing DFAS Office will provide with the remittance check an alphabetical listing of the members and amounts withheld.

Section 7. The Employer agrees that the servicing DFAS Office will also deduct, upon request by the Union, all back dues for Employees from whom payment of allotments had been temporarily suspended due to insufficient income during a pay period.

ARTICLE VI - VOLUNTARY ALLOTMENT OF UNION DUES (Continued)

Section 8. Employees, who have elected voluntary Union dues withholding and are subsequently temporarily assigned outside the bargaining unit, will have their dues withholding suspended during the term of their temporary assignment. Dues withholding will be reinstated after the Employee returns to a bargaining unit position by the Union's submission of the Employee's SF 1187 which was the basis of dues withholding prior to suspension, through the servicing Civilian Personnel Office for verification, to the servicing DFAS Office.

Section 9. An Employee may request revocation of the allotment for payment of dues by completing SF 1188, "Cancellation of Payroll Deduction for Labor Organization Dues" and submitting it directly to the servicing DFAS Office. An SF 1188 is obtainable through the Employer. The SF 1188 period for submission shall be within the thirty (30) calendar days prior to the anniversary date. If an SF 1188 is not submitted in a proper and a timely manner, then dues withholding shall continue until the next anniversary date of the start of the Employee's dues withholding. Revocation shall be effective at the start of the first full pay period following the anniversary date of the start of the Employee's dues withholding. The duplicate copy of the SF 1188 completed by the Employee will be forwarded to the Union to serve as notification of the revocation. The form shall include the office symbol and telephone extension and shall be complete in all other details.

Section 10. The Employer agrees to reimburse Employees for erroneous deductions as soon as possible after said funds are returned to the Employer from the Union.

ARTICLE VII - OCCUPATIONAL SAFETY AND HEALTH

Section I. The Employer agrees to institute an occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA); Executive Order 12196; Chapter XVII of Title 29, Department of Labor Rules and Regulations; and 29 CFR Part 1960.

Section 2. When safety inspections are conducted by higher headquarters in areas where Employees work, the Union will be notified and a Union representative will be permitted to accompany the inspector or inspection team. When other scheduled safety inspections are conducted in areas where Employees work, the Union will also be notified in advance and a Union representative will be permitted to accompany the inspector or inspection team.

Section 3. The Employer agrees to provide the Union with a copy of safety inspections of areas where Employees work.

Section 4. Any notice of an unsafe or unhealthy working condition issued because of a higher headquarters inspection will be posted at or near each location where such condition exists. Each notice will remain posted until the unsafe or unhealthy condition has been remedied.

Section 5. The Employer agrees to provide safe and healthful working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970, to include OSHA ergonomic policies and guidance. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing Employees of the protections and obligations provided for in the OSHA.

Section 6. The Employer agrees to provide adequate lighting and ventilation in work areas as defined in OSHA and/or other appropriate regulations.

ARTICLE VII - OCCUPATIONAL SAFETY AND HEALTH (Continued)

Section 7. The Employer shall encourage Employees to work safely and to report any observed unsafe or unhealthy conditions to the Employee's immediate supervisor.

Section 8. When an Employee believes that they are subject to conditions so severe that short-term exposure to such conditions would be detrimental to health or safety, they shall report the condition to the immediate supervisor. The Employer will evaluate and, when deemed appropriate by the Employer, grant the Employee immediate relief from any unsafe or unhealthy circumstances pending resolution of the problem.

Section 9. When short-term exposure requires immediate solution and it is not possible to obtain Employer concurrence beforehand, the Employee at their discretion may leave the unsafe condition and immediately report to the supervisor.

Section 10. The Union, an Employee, or a group of Employees, who believe that work is being required under unsafe or unhealthy conditions beyond the normal hazards inherent in an operation, may request through the immediate supervisor a ruling from the safety official.

Section 11. Employees should immediately report all injuries or illnesses which occur on the job to their supervisor. The Employer will then, as soon as possible, explain to the Employee their rights and options under the Federal Employee's Compensation Act, supply the Employee with the appropriate Office of Worker's Compensation Program (OWCP) forms, and ensure that the forms are properly completed. The injured Employee shall be supplied with a copy of the completed forms. The Employer shall process and promptly forward the Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, to OWCP when an Employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. Employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to work assignments compatible with their physical condition or have their regularly assigned duties temporarily tailored to their physical limitations.

ARTICLE VII - OCCUPATIONAL SAFETY AND HEALTH (Continued)

Section 12. The Employer will provide appropriate occupational health and safety training to promote Employee safety and to minimize the loss of productive time due to preventable injuries and illnesses. Additionally, the Employer shall instruct Employees in safe working habits, practices, and procedures with regard to their specific job assignments.

Section 13. The Employer agrees to initiate appropriate action with the General Services Administration so that indoor air quality is in accordance with OSHA regulations and guidance and/or other applicable regulations.

ARTICLE VIII - HEALTH SERVICES

Section 1. The Employer agrees to provide for an Occupational Health Services and Preventive Medicine Program. Participation in this Program, except for mandatory job-related medical monitoring examinations, shall be voluntary. Examinations, immunizations, briefings, and consultations as described below shall be provided on official duty time at no cost to the Employee. Access to individual Employee medical records will be based upon applicable law and regulations.

Section 2. The Employer agrees to make arrangements for the following health services:

- a. Immunizations, based upon availability, necessary to safeguard the health of Employees.
- b. Physical examinations for Employees in accordance with current regulatory requirements.
- c. Appropriate health information and screening programs.
- d. Periodic examinations of Employees whose duties expose them to physical contaminants, such as communicable disease, radiation, excessive noise, or toxic agents.
- e. Prompt medical treatment and facilities for Employees who are injured or become ill on the job during normal business hours.
- f. Ambulance service in emergency/life-threatening situations, as individual circumstances warrant. The need for ambulance service will normally be determined by medical personnel of the Occupational Health Clinic. When the Clinic is closed, Employees may summon ambulance service; however, determinations for payment by the Employer will be on a case by case basis.

Section 3. The Employer may direct Employees to take routine medical examinations without cost to the Employee, in accordance with applicable laws and regulations. When such examinations are directed, the Employer agrees to provide the Employee with the opportunity to submit medical documentation from their personal physician and to review and consider such documentation.

ARTICLE IX - COUNSELING PROGRAM

Section 1. The Parties recognize that an Employee's personal problems can diminish their job performance and/or result in misconduct. The Parties recognize that these problems may be treatable, and Employees can be returned to acceptable levels of performance and conduct. The Parties also recognize the need for confidentiality concerning all Counseling Program activities.

Section 2. The Employer agrees to provide for an effective Counseling Program that meets the requirements of applicable laws, regulations, and guidelines to promote resolution of personal problems and furnish assistance in restoring performance and conduct to acceptable levels. Nothing in this Article constitutes a waiver of the Union's right to bargain.

Section 3. Employees will not be charged leave when participating in on-site Program activities.

Section 4. Employees will not be subject to administrative or disciplinary actions because of their participation in the Program. Supervisors observing diminished performance or misconduct will advise the Employee of the availability of the Counseling Program. The Employee will be advised of their right to Union representation in accordance with the labor relations statute and this Agreement.

Section 5. The Employer agrees that Employees identifying alcohol or drug abuse as the underlying cause for their performance problem or misconduct will be afforded all related rights under the Program prior to effecting administrative action.

Section 6. The Employer's policy for the Counseling Program shall be posted on official bulletin boards. The Employer agrees to use appropriate methods to communicate the policy of the Counseling Program to disabled Employees.

ARTICLE X - POSITION DESCRIPTIONS

Section 1. The Parties agree that the accurate classification of duties and responsibilities assigned to Employees is necessary to assure appropriate compensation. The Employer agrees to exercise its classification authority in accordance with governing law and applicable rules and regulations including Office of Personnel Management classification standard criteria.

Section 2. The Employer agrees that Employees are entitled to and will be furnished a complete and accurate position description which shall be reviewed annually. Questions regarding the accuracy of the position description may be raised with the supervisor.

Section 3. The phrase "performs other duties as assigned" is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that Employees will not routinely be assigned work which does not relate to the major duties of their position without amending the position description. However, it is understood that job descriptions serve as no limitation on the right of the Employer to assign duties to Employees.

Section 4. Employees may appeal the title, series, or grade of their officially assigned position description at any time. The Employer agrees to inform Employees of the Office of Personnel Management procedures for appealing the title, series, or grade of their officially assigned position description when requested.

ARTICLE XI - PERFORMANCE MANAGEMENT

Section 1. Counseling Checklists/Support Forms

a. Annual Counseling Checklists/Support Forms, to include Areas of Special Emphasis/Objectives, will be developed for each Employee.

b. Current position descriptions will be used in the completion of Counseling Checklists/Support Forms.

c. Towards the beginning of each new rating period and at other times that the Areas of Special Emphasis/Objectives are changed, Employees will be given the opportunity and encouraged to participate in the development of their Counseling Checklist/Support Form.

d. Changes to Counseling Checklists/Support Forms may be made at any time during the rating period; however, Performance Ratings will not be rendered using changed Areas of Special Emphasis/Objectives when the changes are significant and were effected less than one hundred and twenty (120) calendar days in advance of the end of the rating period.

e. When Areas of Special Emphasis/Objectives contain individual Performance Standards, they will be established at the "Success" level reflecting appropriate requirements and performance determining factors such as quality, quantity, and timeliness of work, when necessary.

Section 2. Performance Reviews (Face-to-Face Discussions):

a. All Employees will receive a performance review at a minimum during the midpoint of their rating period, i.e., approximately between the two (2) week period before and after the actual midpoint of the Employee's rating period.

b. Periodic performance reviews will be conducted on an individual, as needed basis. Employees whose performance is recognized as failing to meet one or more Area of Special Emphasis/Responsibility/Objective shall be notified and provided appropriate guidance to assist the Employee in improving their performance. This performance review will be documented, with a copy being provided to the Employee.

ARTICLE XI - PERFORMANCE MANAGEMENT (Continued)

Section 3. An Employee's Performance Rating will normally be the result of the application of Performance Standards listed on the Counseling Worksheet/Support Form against the Employee's performance. Except for appropriate extensions and/or other rating requirements, Employees will normally receive a Performance Rating on an annual basis. The Rating will be completed within forty-five (45) calendar days of the end of the normal or extended rating period.

Section 4. Performance-Based Actions:

a. The Employer agrees to provide Employees with a written Performance Improvement Plan (PIP) and a reasonable opportunity to improve (normally a minimum of ninety (90) calendar days) prior to initiation of action to demote or remove the Employee based upon unsuccessful performance. The PIP will explain that initiation of action to demote or remove may begin if the Employee's performance fails to improve in accordance with the PIP or the Employee's improved performance is not sustained for one year.

b. Action to demote or remove an Employee for unsuccessful performance will be initiated by a notice to the Employee. At a minimum the notice will include:

- (1) The nature of the proposed action.
- (2) Identification of the Areas of Special Emphasis/Responsibilities/Objectives which the Employee has failed to meet.
- (3) A specific explanation of the performance that is the basis for the action.
- (4) The Employee's right to respond verbally and in writing within fifteen (15) workdays.
- (5) The Employee's right to be represented.

ARTICLE XII - PAY

Section 1. Wages, including overtime, holiday and premium pay, will be paid in accordance with this Agreement and applicable law and regulations.

Section 2. Payroll errors resulting in a loss to an Employee of 20% or more of the Employee's net earnings will be corrected and payment disbursed expeditiously after notification by the Employee to the servicing DFAS Office by completion of the applicable forms.

Section 3. If an Employee is overpaid for any reason, fees and reimbursement may be withheld from the Employee's pay once the Employee fails to respond to a notice that the full amount will be withheld from the following pay period(s), unless the Employee makes other acceptable arrangements with the servicing DFAS Office. Employees who have been overpaid may request a waiver for the repayment of such monies. Upon request, the Employer agrees to assist Employees in obtaining the appropriate waiver forms.

ARTICLE XIII - EMPLOYEES WITH DISABILITIES

Section 1. The Employer agrees to comply with provisions of the Rehabilitation Act of 1973, as amended, and to fulfill its legal obligations to Employees with disabilities. An Employee with a disability is defined as one who has a physical or mental impairment which substantially limits one or more of their major life activities and has a record of such an impairment, or is regarded as having such an impairment. A physical or mental impairment is:

a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine; or

b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Section 2. The Employer agrees to publicize regulations, policies and procedures related to the employment of Employees with disabilities in a timely and appropriate manner. The Employer will make this information available in accessible formats.

Section 3. It is recognized that reasonable accommodation may be provided to enable an Employee with a disability to perform their assigned duties. Reasonable accommodation is a logical change or adjustment to a job or work site that makes it possible for an otherwise qualified Employee with disabilities to perform the essential functions of a position. Such accommodation would be individualized, based on the certified disabilities/abilities of the Employee. It is recognized that input from the Employee is a primary source of information in determining appropriate accommodations. Accommodations which may be provided include, but are not limited to:

a. Restructuring jobs.

b. Adjusting work schedules.

ARTICLE XIII - EMPLOYEES WITH DISABILITIES (Continued)

- d. Modifying work sites.
- e. Specialized equipment and assistive devices.
- f. Readers.
- g. Interpreters.
- h. Personal Care Assistants.

Section 4. Employees with disabilities will be treated fairly and equitably with regard to the application of personnel policies related to promotions, reassignments, awards, training and career development.

Section 5. Employees whose disabilities manifest themselves on a routine basis in the work place or who are included in "targeted groups" (i.e. mobility impaired, hearing impaired, visually impaired, mentally impaired, and learning disabled) will be excused for eight (8) hours per calendar year, without charge to leave, to attend Union-sponsored training regarding the rights of Employees with disabilities. The Employer further agrees to provide a qualified interpreter for the hearing impaired for this training, provided the Union notifies the Employer of the date of such training sixty (60) calendar days in advance.

ARTICLE XIV - DISCIPLINE

Section 1. Disciplinary actions under this Article include verbal or written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This Article does not apply to performance-based actions taken under 5 USC Chapter 43.

Section 2. The Employer agrees that disciplinary actions will be processed in a timely manner and taken for just cause as will promote the efficiency of the Federal service.

Section 3. Disciplinary action will be administered against offending Employees for corrective or punitive reasons depending upon the nature of the misconduct. Corrective disciplinary actions will be progressive.

Section 4. The Employer agrees to use the Agency Table of Penalties and to consider relevant modifying factors in selecting penalties.

Section 5. The Employer agrees to the following:

- a. A notice of proposed action will be provided for disciplinary actions consisting of a suspension, demotion, or removal.
- b. Notices of proposed action will include all required information and state the specific reason(s) for the action. While the Parties recognize that an action may be initiated at any time, the Employer agrees to attempt to provide proposals within twenty- five (25) workdays of becoming aware of the misconduct.
- c. Except where there is justifiable cause to provide less time, the Employee will be provided fifteen (15) workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded when requested.
- d. Employees will be notified of their discipline-related rights, to include their right to Union representation and their right to grieve, in accordance with applicable laws and regulations. The Employer also agrees to include in decision letters a statement that future incidents of misconduct may result in more severe discipline, up to and including removal from the Federal service.

ARTICLE XIV - DISCIPLINE (Continued)

e. When a notice of proposed action is provided, the Employer will issue a final decision within a reasonable time after the Employee's response or from the expiration of the time allowed for response.

f. Employees **will** be furnished two (2) copies of disciplinary proposals and decisions so that they may, if they choose, provide a copy to the Union. The first paragraph of these documents **will** read as follows: "You are being furnished a copy of this document to provide to the Union if you choose."

ARTICLE XV- GRIEVANCE PROCEDURE

Section 1. The Parties recognize that grievances are a mutual problem between the Employer and Employees. They also recognize the importance of resolving dissatisfactions promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of authority.

Section 2. A grievance is any dissatisfaction by:

- a. any Employee concerning any matter relating to the employment of the Employee;
- b. the Union concerning any matter relating to the employment of any Employee;
or
- c. any Employee, the Union or the Employer concerning
 - (1) the effect or interpretation or claim of breach of this Agreement, or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. This negotiated grievance procedure shall apply to all matters except: a

- a. violation relating to political activities;
- b. retirement, life insurance, or health insurance; a
- c. suspension or removal for national security; any
- d. examination, certification, or appointment;
- e. classification of position which does not result in the reduction in grade or pay of an employee;
- f. discharge during probationary period or VRA trial period;
- g. discharge/termination of a temporary Employee;

ARTICLE XV - GRIEVANCE PROCEDURE (Continued)

- h. nonselection;
- i. a proposed personnel action that, if effected, provides rights to the negotiated grievance procedure;
- J. nonadoption of a suggestion;
- k. denial of a within grade increase; and
- l. reduction-in-force actions otherwise appealable to the Merit Systems Protection Board.

Section 4.

a. A grievance may be filed under the negotiated procedure by the Employer; by the Union, on its own behalf, or on the behalf of an Employee or group of Employees; or by an Employee or group of Employees on their own behalf.

b. Only the Union, under the negotiated grievance procedure, may represent Employees in grievances if the Employee desires representation. Any Employee or group of Employees who does not desire representation may personally present a grievance and have it adjusted without representation. However, under the negotiated grievance procedure, the Union will be notified and, at its discretion, will have a representative at all discussions or proceedings of such grievances and be provided a copy of the decision.

c. Issues alleging acts of illegal discrimination may be pursued under the negotiated grievance procedure or the statutory procedure, but not both. An Employee will be considered to have elected a procedure at such time as a formal EEO complaint is filed or Step 1 of the grievance procedure has begun.

Section 5. In accordance with 5 USC 7114(b)(4), the Employer shall make available for review, and upon written request provide Union representatives with, a copy of pertinent records pertaining to or used as the basis of claims or proof in support of actions upon which a grievance is based and which are necessary for processing that grievance.

ARTICLE XV - GRIEVANCE PROCEDURE {Continued}

Section 6. The following procedures and conditions are established for the resolution of Employee grievances filed under the negotiated grievance procedure:

- a. The Employer agrees that all parties involved in the grievance shall be free from restraint, interference, coercion, discrimination, or reprisal in presenting grievances.
- b. All grievances will be initiated in writing on the grievance form.
- c. Amendments reasonably relating to the subject of the original grievance are permitted, if facts that warrant a more elaborate coverage are revealed during investigation, and may require that the grievance be returned to a lower step as determined by the Employer.
- d. All grievances will normally be initiated at Step 1 at the lowest level with the authority to resolve the problem, but may be initiated at Step 2 or Step 3 by mutual agreement between the Employer and the grievant.
- e. All time limits in the grievance procedure may be extended by mutual agreement between the Parties and will be made a matter of record by the requesting Party.
- f. Failure of the Employee or the Union to observe the time limit for any step in the grievance procedure may result in the grievance being terminated, absent the showing of a valid cause for the lateness. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the Employee(s) or the Union to advance the grievance to the next step, absent the Employer showing a valid cause for the lateness. If a valid cause exists, the grievance will be continued at the current step.
- g. If any Employee elects to discontinue employment or dies before a decision is accepted and no compensation is involved, the grievance will be terminated; except that the Union may elect to continue the grievance when such has bargaining-unit wide implications.

ARTICLE XV - GRIEVANCE PROCEDURE {Continued}

h. If a group grievance is processed, all grievants will be identified and it will be processed the same as an individual grievance if it is determined that the issue and circumstances are substantially the same. The Union will make the determination to file a group or individual grievance for grievances when representation is desired. For group grievances without representation, all grievants are bound by the decision of the majority of the group. For group grievances with representation, the Union will determine the process for binding the group to a decision.

i. It is agreed that when an individual or group grievance decision is accepted by the grievant, it will be the Union's prerogative to continue the grievance if there are bargaining-unit wide implications.

j. At all phases of the grievance process, the parties will be permitted to call Employees, who shall remain in duty status, to provide information and testimony relevant to the grievance.

k. The Parties agree to protect the confidentiality of all information revealed at any stage of this procedure and will, therefore, divulge such based only upon a bonafide need to know.

Section 7. Employee Grievances. Grievances must be filed within twenty (20) workdays from the date of the occurrence of the issue being grieved, or from the date that the Employee became aware of the issue, if a later date.

a. Step 1.

(1) The grievance shall be presented in writing on the grievance form to the Employee's immediate supervisor or the lowest level management official with the authority to render a decision concerning the grievance and requested remedial action.

(2) The supervisor/management official, or designated representative, will meet with the grievant and their representative, if any, within five (5) workdays after the grievance was presented. The grievance and requested remedial action will be presented by the grievant and discussed in sufficient detail. The supervisor/management official will render a written decision on the grievance form within ten (10) workdays from the conclusion of the meeting.

ARTICLE XV - GRIEVANCE PROCEDURE (Continued)

b. Step 2. If the decision at Step 1 is unacceptable, the grievance may be elevated by completing the appropriate portion of the grievance form and forwarding it, within five (5) workdays of the date of the Step 1 decision, to the next higher supervisor/management official. The Step 2 official, or designated representative, will hold a meeting with the grievant and/or representative, if any, within ten (10) workdays after receipt of the grievance. The Step 2 official will render a written decision on the grievance form within ten (10) workdays after the conclusion of the Step 2 meeting.

c. Step 3. If the decision at Step 2 is unacceptable, the grievance may be elevated by completing the appropriate portion of the grievance form and forwarding it, within five (5) workdays of the date of the Step 2 decision, to the Program Executive Officer (PEO). The PEO, or designated representative, may, at their discretion, meet with the grievant and their representative, if any, in an effort to arrive at a satisfactory resolution to the grievance. A written decision, over the PEO's signature, will be rendered within twenty (20) workdays after receipt of the grievance or the meeting, if held. The decision will either sustain the grievance and the requested remedial action or provide the rationale for denial. If the grievance is not sustained at Step 3, the Union may invoke arbitration in accordance with Article XVI of this Agreement.

Section 8. Nothing in this Agreement shall be construed to address or in any way limit the Employer's right to representation throughout the grievance process.

Section 9. EMPLOYER AND UNION DISPUTE PROCEDURE

a. If one of the Parties is aggrieved by any action of the other Party;

(1) The grievance must be delivered to the Program Executive Officer or the Union President within twenty (20) workdays after the event is discovered or reasonably should have been discovered.

(2) The Parties or designated representatives shall meet within ten (10) workdays to discuss the grievance. A written decision shall be rendered within twenty (20) workdays after the meeting.

(3) If the decision rendered is unsatisfactory, or if no decision has been rendered within the twenty (20) workdays, the grieving Party may invoke arbitration in accordance with Article XVI of this Agreement, entitled Arbitration.

ARTICLE XVI - ARBITRATION

Section 1. Arbitration may be invoked only by either the Union or the Employer to settle unresolved grievances arising under Article XV of this Agreement, by requesting a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS) within twenty (20) workdays from the date of receipt of the final decision on the grievance. The Party requesting arbitration will advise the other Party of this intent concurrent with a request to the FMCS.

Section 2. The Parties shall meet within seven (7) workdays after receipt of the list of arbitrators to select an arbitrator, unless otherwise agreed. If the Parties cannot agree upon one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list until one arbitrator's name is left. The remaining name shall be the duly selected arbitrator. The toss of a coin will determine the Party to strike first. The Party invoking arbitration will notify the FMCS of the arbitrator selected and request that the arbitrator provide the nearest available dates, at least three (3), for the hearing. From those available dates, a mutually agreeable date will be selected by the Parties. If the arbitrator is unavailable at a mutually agreeable time during the subsequent six (6) week period, the Parties may mutually agree to select a different arbitrator from the list repeating the above process. The Party invoking arbitration will notify the arbitrator of the date selected.

Section 3. The Party requesting arbitration may withdraw the grievance from arbitration at any time. In such case, any accrued arbitrator's fees and expenses will be borne by the Party withdrawing the grievance from arbitration unless otherwise agreed. Any fees and expenses charged due to postponement of the hearing will be paid by the Party requesting the postponement unless otherwise agreed.

Section 4. The Parties agree that the arbitrator's fees and expenses shall be borne equally by the Parties except as provided in Section 3 of this Article.

Section 5. The arbitration hearing or inquiry shall be held during the Employer's regular business hours at the Employer's facility. The grievant, their representative, and any Employee witness(es) who are otherwise in a duty status shall be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing. Employees whose attendance at a hearing or inquiry conflicts with the scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing or inquiry.

ARTICLE XVI- ARBITRATION (Continued)

Section 6. Unless otherwise mutually agreed, arbitration will be accomplished by a formal arbitration hearing. A stipulation of facts to the arbitrator may be used when both Parties agree to the facts at issue and that a hearing would serve no purpose. In this case, all facts, data, documentation, and arguments are submitted to the arbitrator with a request for a decision based upon the facts presented.

Section 7. In considering those grievances concerning actions based on unacceptable performance and adverse actions which are appealable under the statutory appeals procedure, the arbitrator will be bound by Merit Systems Protection Board (MSPB) policy and precedent, and apply the same appellate standards, that is, "substantial evidence" for unacceptable performance and a "preponderance of evidence " for adverse actions. The penalty for unacceptable performance may not be mitigated if the Employer meets its evidentiary burden. The penalty for adverse actions may be reviewed only for "arbitrary and capricious abuse of management discretion." The arbitrator shall have the authority to resolve any question of arbitrability and to interpret this Agreement. The arbitrator is bound by and will apply the "harmful error" concept as developed by the MSPB. The arbitrator shall have no authority to add to or otherwise modify the terms of this Agreement or Department of the Army policy.

Section 8. The arbitrator will be requested by the Parties to render a written decision as quickly as possible; but no later than thirty (30) calendar days after the hearing, the filing of briefs if required, or submission of stipulations, unless the Parties otherwise agree. The arbitration award will clearly reflect full consideration of all issues and evidence presented. The arbitrator has the authority to retain jurisdiction over the application of the award and to clarify the intended interpretation of the award. The arbitrator has the right to award attorney fees in accordance with Federal statute. The arbitrator's decision will be simultaneously mailed to both Parties. The date of the arbitration award shall be the date that it is mailed.

Section 9. It is agreed and recognized that arbitration provided herein is binding except as provided by the Statute.

ARTICLE XVII - TRAINING

Section 1. The Parties recognize that the educational advancement of Employees is mutually beneficial and, therefore, agree that the training and development of Employees is a matter of primary importance. Payment of training costs or reimbursement of costs to Employees for approved training will be made in accordance with applicable laws, regulations and this Agreement.

Section 2. The Employer agrees to request that the servicing Civilian Personnel Office record training accomplishments in the Employee's Official Personnel Folder (OPF) in accordance with applicable regulations.

Section 3. The Employer agrees to provide orientation and required training to all new Employees and Employees newly assigned to different positions/duties. Additionally, Employees will be provided with training necessitated by the Employer's introduction of changes to the methods and means of accomplishing its work.

Section 4. The Parties recognize that the choice of subject matter, areas of training, selections and assignment of training priorities, and the selection of Employees to be trained are responsibilities of the Employer. The Parties agree that job-related training and associated travel is a duty assignment. The Employer agrees to select Employees for training based only upon bonafide training needs. Training needs will be determined on an on-going basis as well as through performance evaluation procedures. For determinations made during Performance Rating procedures, an Individual Development Plan will be prepared. Where there is a need for required job-related or essential training, the Employer agrees to make such training a high budgetary priority.

Section 5. Employees scheduled to attend formal training will adjust their work schedule to comply with the schedule of the training.

Section 6. The Employer agrees to maintain, and make available to Employees, information regarding job-related and self-development training and to provide guidance and assistance to interested Employees.

ARTICLE XVII - TRAINING (Continued)

Section 7. The Employer agrees to provide qualified handicapped Employees with reasonable training to assist the Employees in satisfactorily performing their assigned duties.

Section 8. Employees may request an explanation from their organization's Training Coordinator when their request for tuition assistance or self-development training is denied.

ARTICLE XVIII - MERIT SYSTEM

Section 1. The provisions of this Article apply to the filling of positions in the PEO, Aviation bargaining unit with the exception of positions subject to mandatory career referral.

Section 2. The Employer and the Union agree that all promotion and placement actions will be effected in accordance with applicable law, regulations, and the ATCOM Merit Promotion and Placement Plan (MPPP), with the following exception. To the extent that the provisions of this Article conflict with the MPPP, the provisions of this Article prevail for the filling of bargaining unit positions.

Section 3. Sources. In deciding which source or sources to use, the Employer has an obligation to determine which is most likely to best meet its mission objectives, contribute fresh ideas and new viewpoints, and meet affirmative action goals.

Section 4. Competitive Procedures.

a. Area of Consideration. The area in which a search is made for candidates eligible for promotion, or reassignment/demotion to a position with promotional opportunity, is the area of consideration. The minimum area of consideration is the area which may produce a reasonable number of "highly qualified" candidates. The area of consideration will be determined by the Employer, taking into consideration Equal Employment Opportunity Affirmative Action goals and the number and quality of candidates expected. As a general rule, the minimum area shall normally be no less than the PEO, Aviation and all activities being provided personnel servicing by the servicing CPO.

b. When considering non-Army candidates under local competitive procedures, they will be rated, ranked, and evaluated, as nearly as possible, by the same methods as DA candidates. Office of Personnel Management (OPM) candidates are an exception to this requirement, as they are rated and ranked under OPM procedures.

ARTICLE XVIII - MERIT SYSTEM (Continued)

Section 5. Non-Competitive Considerations. The Employer has the right to select from other appropriate sources on a non-competitive basis. These sources include, but are not limited to, reemployment priority lists, reinstatement eligibles, transfers from another agency, repromotion eligibles, reassignment or voluntary demotion eligibles, and candidates eligible for appointment under special authority such as the Veteran's Readjustment Assistance Program, Disabled Veterans' Program, or Individuals with Disabilities Program. Lateral reassignment and voluntary demotion requests will be handled in accordance with the ATCOM MPPP.

Section 6. Order of Placement Considerations. All placement actions and considerations will be governed by applicable laws and regulations or directions of higher authority as established in current laws, rules, and regulations.

Section 7. Methods of Locating Candidates. Vacancy announcements will be used to locate local candidates.

a. Vacancy Announcements. Each vacancy announcement will be open for application for a minimum of ten (10) workdays. "Open Continuous" announcements will be used whenever it is anticipated by the Employer that there will be recurrent vacancies for the same type of positions. Vacancy announcements will be posted on all official bulletin boards.

(1) Each announcement will contain:

(a) Title, series, grade, and short description of duties.

(b) Organizational and geographical location of the position.

(c) Summary of or reference to minimum qualification standards for basic eligibility (as outlined in OPM Handbook X-118).

(d) List of any selective placement factors, (e.g., frequent travel, unusual working conditions, hours, etc.) determined essential to satisfactory performance. (Justification for the use of any selective placement factors will be maintained with the promotion records).

ARTICLE XVIII - MERIT SYSTEM (Continued)

(e) Summary of job-related criteria factors to be used in determining which eligible candidates are "highly qualified".

(f) Rating and ranking methods to be used.

(g) If appropriate, information regarding the known promotion potential of the position to assure that all applicants are aware of subsequent "career promotion" possibilities.

(h) Area of consideration.

(i) Opening and closing dates for receipt of application and how to apply. Cut-off dates for open continuous announcements.

(i) Equal Employment Opportunity statement.

(2) Employees who would meet time-in-grade or qualifications requirements within thirty (30) calendar days of the closing date of the announcement will be considered qualified.

b. Candidate evaluation results of merit promotion and placement vacancy announcements may be used for up to six (6) months following the closing date of an announcement in order to fill similar positions that may arise within major organizations.

Section 8. Evaluating Candidates.

a. The Employer is responsible for the screening of all applicants for:

(1) Basic eligibility (minimum qualification standards, time-in-grade restrictions, etc.).

(2) Eligibility under selective placement factors.

ARTICLE XVIII - MERIT SYSTEM (Continued)

b. Rating and Ranking:

(1) Supervisory appraisals will be used in the rating process; however, no candidate will be screened out for the failure of their supervisor to complete a rating. In the event the applicant has worked for their current supervisor less than one hundred and twenty (120) calendar days, their last immediate supervisor may complete the form.

(2) Panel members will be appointed by the Employer based on the following criteria:

(a) Must occupy positions equivalent to or higher in grade than the position to be filled, and

(b) Must have the necessary technical competence.

(3) The panel will rate/rank all applicants who meet the basic requirements.

(4) Documentation will be developed by the panel for all basically qualified candidates which will show how the "highly qualified" candidates were identified.

(5) A selecting official or manager who approves the selection may not serve on the panel unless there are no other qualified raters available.

c. Referral Certificates:

(1) Candidates for promotion or placement shall be referred in alphabetical order on a selection certificate (DA Form 2600) to the selecting supervisor. The Employer may also designate the number of minorities and females on the certificate. Selecting officials will review the qualifications of all candidates referred to them on the referral and selection register.

ARTICLE XVIII - MERIT SYSTEM {Continued}

Section 9. Temporary Promotions.

a. Competitive. The Employer agrees to the following provisions regarding competitive temporary promotions:

(1) Except as provided by specific special authority, temporary promotions of more than one hundred and twenty (120) calendar days will be accomplished under competitive procedures. This requirement will not be circumvented by a series of short-term temporary assignments. Competitive procedures will apply if, after completing any proposed detail/temporary promotion, an Employee will have exceeded the maximum periods allowable (prior service under both previous details and temporary promotions included) in higher grade positions or positions with known promotion potential during the previous twelve (12) month period.

(2) The area of consideration for competitive temporary promotions may be narrower than for permanent placement.

(3) If the area of consideration for competitive temporary promotion was narrower than required for normal permanent placement, full competitive procedures shall apply when the position later is filled on a permanent basis.

b. Noncompetitive. The Employer agrees that temporary assignment to higher graded positions shall normally be accomplished by a temporary promotion when:

(1) The need for a temporary replacement is expected to last more than sixty (60) calendar days, and one Employee is to be assigned to the position. This does not preclude the Employer from detailing several different Employees to the position.

(2) The provisions of DOD Manual 1400-20-IM have been met in determining whether clearance of Priority Placement registrants is required.

(3) The Employee meets the minimum OPM qualification standards for the position.

ARTICLE XVIII - MERIT SYSTEM (Continued)

c. The Employer agrees that all Employees to be temporarily promoted, competitively or noncompetitively, will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. It shall also be made clear that the Employer, at its discretion, may terminate a temporary promotion at any time sooner than the "not to exceed" date.

Section 10. The Employer will request that the servicing Civilian Personnel Office (CPO) document all details and temporary promotions in the Employee's Official Personnel Folder (OPF) as follows:

a. Temporary promotions and details of more than thirty (30) calendar days will be in accordance with applicable regulations.

b. Employees may also document other detail assignments by submitting to the servicing CPO an SF-172 through their supervisor to receive assistance in describing the duties performed while on detail(s) and/or for Employer verification and acknowledgment of the experience. Where the experience gained was outside the Employer's jurisdiction, the official will merely annotate their acknowledgment of experience.

Section 11. Priority/Repromotion Consideration.

a. Priority Consideration. If an Employee fails to receive proper consideration for promotion, the Employee must be considered for the next appropriate vacancy to make up for the consideration lost (i.e., given priority consideration for the next appropriate vacancy in the same title, series, grade, and promotion opportunity for which the Employee is a "highly qualified" candidate). The Employee will be referred as an exception to competitive promotion procedures along with others entitled to priority consideration. Any of the Employees referred as priority consideration candidates may be selected. An Employee will be entitled to priority consideration once for each time they were not properly considered. When the servicing CPO has identified candidates entitled to priority consideration, further referral to appropriate vacancies will be delayed until such candidates are referred in order to avoid further missed opportunities.

b. Repromotion Consideration. The Employer agrees to maintain the established repromotion program for Employees demoted without cause.

ARTICLE XVIII - MERIT SYSTEM (Continued)

Section 12. Information to Employees.

- a. The local MPPP will be made accessible to Employees.
- b. In addition to the above and the information provided in vacancy announcements, Employees will be provided with periodic information about the basic policies, principles, and procedures of the local MPPP; about the promotion and career opportunities available to them; and about the various means available for filling vacancies.
- c. Questions about the promotion program or specific promotion actions should be referred by an Employee to their supervisor for informal handling. Technical staff of the servicing CPO will be available to assist the supervisor in answering their questions as needed.
- d. Information about a specific promotion action is available to any Employee who has filed as a candidate, upon written request to the servicing CPO, as follows:
 - (1) Whether the Employee was considered for promotion and, if so, whether they were found qualified on the basis of the minimum qualification requirements for the position.
 - (2) Whether the Employee was one of those in the group from which selection was made.
 - (3) Who was selected for promotion.
- e. Upon written request of a candidate who was not referred among the "best qualified," their supervisor will obtain information from the servicing CPO as necessary regarding the areas in which the Employee needs to improve in order to increase future competitive opportunities, and counsel the Employee accordingly.

ARTICLE XVIII - MERIT SYSTEM (Continued)

Section 13. Maintenance of Promotion Records. Promotion and placement actions will be documented by the servicing CPO in an Employee's OPF and in temporary record files of each promotion action as specified by OPM, to provide clear evidence that actions are being effected in consonance with the policy and provisions of the local MPPP, to provide the basis needed for evaluation of the program, and for answering questions that may be raised about the program.

Section 14. Information to the Union. When an authorized representative of the Union requests information regarding specific promotion/placement actions, the request shall be in writing to the servicing CPO. The written request shall specify whether a statistical or depersonalized form of the information is acceptable. Disclosure of information will not be made unless provisions of law governing release of information to labor organizations are met and personal and sensitive data (i.e., marital status, age, handicapped designator, etc.) have first been deleted or the prior written consent has been obtained by the Union from the individual to whom the information requested pertains. Time required for grievants/representatives to obtain such information will be given due weight in determining need for extensions of time limits at any step of the grievance procedure.

ARTICLE XIX - EQUAL EMPLOYMENT

Section 1. The Parties will cooperate in support of the Equal Employment Opportunity Program prohibiting discrimination because of age, sex, race, color, religion, handicap, or national origin. The Employer will provide a copy of the current EEO Plan of Action to the Union.

ARTICLE XX - REDUCTION IN FORCE, OUTPLACEMENT AND FURLOUGH

Section 1. REDUCTION IN FORCE (RIF)

a. The competitive area to be used for RIF will be defined in accordance with applicable laws, rules, and regulations.

b. The Employer agrees to notify the Union of a contemplated RIF at least sixty (60) calendar days before the planned effective date and prior to any official notification to the Employees.

c. The Employer agrees to identify a projected date to issue RIF notices and to advise the Union of this date.

d. The Employer agrees to provide the Union with the number of bargaining- unit positions it plans to abolish from the competitive area.

e. The Employer agrees to request Voluntary Early Retirement Authority (VERA) in an attempt to minimize the impact of the RIF.

f. Subject to the provisions of 5 USC 7114(b)(4), the Employer agrees to provide the Union with copies of related economic impact studies, all EEO-related studies/analyses related to the RIF, and a copy of the initial retention data to be used to conduct the RIF, as soon as each is finalized.

g. The Employer agrees to remind Employees at the time RIF planning is announced that their Official Personnel File should be current to assure their employment history is accurately documented.

h. The Employer agrees that Employees will be released from their competitive level in accordance with applicable laws, rules, and regulations.

i. In order to minimize the adverse impact of the RIF, the Employer agrees to suspend accessions into vacant bargaining-unit positions which could otherwise be used to avoid a RIF-related separation action provided an Employee to be separated qualifies for the position.

ARTICLE XX - REDUCTION IN FORCE, OUTPLACEMENT AND FURLOUGH (Continued)

j. The Employer agrees to offer reemployment to Employees involuntarily separated by RIF in accordance with applicable laws, rules, and regulations.

k. The Employer agrees to afford Employees involuntarily changed to lower grade by RIF with repromotion rights in accordance with applicable laws, rules, and regulations.

Section 2. OUTPLACEMENT

a. In the event a RIF becomes necessary, the Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive Outplacement Program. Such outplacement efforts will be implemented as soon as practicable after the need for a RIF becomes apparent. Examples of possible outplacement efforts include: the Anny Career and Alumni Program (ACAP) seminars and services; a Job Fair; the Voluntary Separation Incentive Program; and Voluntary Early Retirement Authority.

b. Employees in receipt of Notices of Proposed Separation-RIP or Change to Lower Grade-RIF will be registered in all applicable OPM, DOD, and DA programs designed to assist in placement of Employees. Applicable regulations of each of these programs will apply.

c. The Employer agrees to timely notify state and local government agencies in order to obtain all available assistance in the placement and retraining of Employees.

Section 3. FURLOUGH OF THIRTY (30) CONSECUTIVE DAYS OR MORE.

Furloughs of thirty (30) consecutive days or more, or twenty-two (22) nonconsecutive workdays, will be implemented in accordance with OPM regulations governing RIF. The Employer agrees to provide the Union with advance notification of any planned furlough.

ARTICLE XX: REDUCTION IN FORCE OUTPLACEMENT AND FURLOUGH (Continued)

Section 4. FURLOUGH OF LESS THAN THIRTY (30) CONSECUTIVE DAYS.

a. Furloughs of less than thirty (30) consecutive days will be implemented in accordance with 5 CFR, Part 752. The Employer agrees to provide the Union with advance notification of any planned furlough. The Employer will identify, by position, mission-essential personnel.

b. Employees whose functions are identified as "non-mission-essential" will be issued a notice for anticipated, or required, furloughs of thirty (30) days or less.

c. During furloughs of thirty (30) days or less based on a sudden emergency requiring curtailment of the Employer's activities, to include an absence of appropriations by Congress, the following procedures will be followed:

(1) The normal thirty (30) day advance notice period and opportunity to answer are suspended.

(2) The Union and Employees will be notified as far in advance as practicable of such an emergency furlough.

ARTICLE XXI - LEAVE AND ABSENCE

Section 1. ANNUAL LEAVE.

a. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. The use of annual leave is an entitlement of the Employee, subject to approval by the supervisor in accordance with actual work or minimum staffing requirements. Reasonable attempts will be made to accommodate Employees with respect to approving leave requests. Employees will cooperate with their supervisors in planning and scheduling annual leave. Employees will submit an SF 71 no later than three (3) pay periods prior to the end of the leave year to schedule all remaining "use or lose" annual leave.

b. When the supervisor determines that it is necessary to cancel previously approved annual leave, the reasons for such will be explained to the affected Employee. Cancellation of use of approved annual leave will be based upon the actual requirement for the Employee's services during the period for which leave was previously approved.

c. While annual leave shall normally be scheduled in advance, personal circumstances may require Employee absences for which leave was not previously approved. Employees must contact their supervisor, or acting supervisor, to request approval of the use of annual leave within two (2) hours of the beginning of the Employee's scheduled tour of duty. Requests from shift Employees must be within one hour of the beginning of the shift. When Employees are unable to reach their supervisor, or acting supervisor, they may either call again or may leave a message notifying their supervisor of their absence and their request for annual leave. This notification in no way implies approval of their leave request. Actual use of annual leave will be subject to the supervisor's approval.

d. The Parties agree that the first pay period of the leave year will be considered an "open window" for purposes of Employees requesting leave for vacation and holiday periods. Decisions on leave requests received during the "open window" will be delayed until the end of the "open window," except for requests for leave during the "open window" itself. Conflicts in approving leave requests submitted during the "open window" will be resolved in favor of the Employee with the earliest service computation date. Requests for leave submitted after the "open window" will be approved/disapproved on a first come/first serve basis.

ARTICLE XXI - LEAVE AND ABSENCE (Continued)

Section 2. SICK LEAVE.

a. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. The use of sick leave is subject to the approval of the supervisor.

b. Employees incapacitated for duty because of illness must personally contact their supervisor, or acting supervisor, to obtain approval for the use of sick leave. The request for sick leave shall be within two (2) hours after the beginning of the Employee's scheduled tour of duty. Requests from shift Employees must be within one hour of the beginning of the shift.

c. When Employees call to request use of sick leave and are unable to reach their supervisor, or acting supervisor, they may either call again or may leave a message notifying their supervisor of their absence and their request for sick leave. This notification in no way implies approval of their leave request. Actual use of sick leave will be subject to the supervisor's approval.

d. Employees requesting sick leave in excess of five (5) consecutive workdays will be required to provide authentic medical certification documenting their incapacitation for duty prior to approval.

e. When a supervisor has substantive reason to suspect an Employee is abusing the sick leave privilege, they will counsel the Employee concerning the use of sick leave. If the suspected abuse of sick leave continues, the supervisor may require medical certification as to the reason for the absence for each and every charge to sick leave thereafter. The Employee shall be provided advance notice in writing of this requirement. This requirement will be reviewed by the supervisor after six (6) months to determine if it should be continued.

f. The Employer agrees to consider an Employee's request for advanced sick leave in cases involving serious illness. Before an advance of sick leave may be approved, an Employee must exhaust all accumulated sick leave and all "use or lose" annual leave which would be lost due to the length of the absence. Requests for advanced sick leave must be accompanied by medical certification of the incapacitation and the expected date of return to duty. At no time will the total amount of sick leave advanced to any Employee exceed two hundred and forty (240) hours.

ARTICLE XXI - LEAVE AND ABSENCE (Continued)

g. Sick leave for medical appointments that cannot otherwise be scheduled outside the Employee's tour of duty shall be requested as far in advance as possible in order to allow for effective work load planning.

ARTICLE XXIII - TOURS OF DUTY

Section 1. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) consecutive eight (8) hour days, Monday through Friday, except when the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. When it is necessary, due to operational requirements, to establish a different basic workweek, the five (5) days will be scheduled within the administrative workweek. The two (2) days outside the basic workweek shall be consecutive. Holidays will not affect the designation of the basic workweek.

Section 2. The official duty hours of the Employer are 0730 to 1600. However, except for Employees assigned to organizational elements that operate under shift operations, Employees may, subject to the applicable Sections of this Article, be permitted to work under the Flexitime/Compressed Work Schedule described below.

Section 3. Employees will be allowed a fifteen (15) minute rest period approximately midway during both the Employee's morning and afternoon work hours. These rest periods are not to be used to extend the lunch period or shorten the daily tour of duty. Supervisors retain the right to establish and change parameters during which Employees may utilize such rest periods.

Section 4. The Employer agrees to afford Employees flexible working hours privileges and a compressed work schedule privilege subject to the provisions in this Article. The principle of said privileges is to permit Employees maximum flexibility regarding the designation of their hours of duty without adversely impacting upon the Employer's ability to accomplish its mission.

Section 5. Employees may request to participate in Flexitime, subject to the following provisions:

- a. The flexible workday will be from 0630 to 1730.
- b. Core time shall be during the hours of 0900 through 1100 and 1300 through 1500. However, subject to supervisory approval, Employees may be permitted to be absent during core time without charge to leave, provided the Employee makes up the period of their absence during the flexible hours on the same workday as the approved absence from core hours.

ARTICLE XXIII - TOURS OF DUTY (Continued)

c. Employees afforded the Flexitime privilege may begin work at fifteen (15) minute increments between 0630 and 0900, subject to supervisory approval. Once approved, this will remain the Employee's tour of duty until changed by the supervisor or requested by the Employee and approved by the supervisor.

d. The Employer retains the right to exempt specified organizational elements/positions from participation in the Flexitime Program. The Employer agrees to notify the Union in writing of its decision to exercise this prerogative and the reasons thereto, in advance of implementation.

e. Employees will schedule a thirty (30) minute lunch period between 1100 and 1300. Supervisors retain the right to establish and change parameters during which Employees may take lunch breaks. Employees may, with advance supervisory approval, expand their lunch break to a total of two (2) hours by working an amount of time equivalent to the length of the expanded lunch, provided they complete eight (8) hours of work or account for eight (8) hours of duty time by 1730 on that workday.

f. The Employer will have the right to require Employees to report for work for the official duty hours of 0730 to 1600 when work conditions require their presence; Employees may not flex on these days. When possible, the Employer will provide the Employee with advance notice of such requirement.

g. Newly assigned and/or reassigned Employees may be required to work the same hours as their immediate supervisor/trainer during their training period. The immediate supervisor will determine when training is adequate, after which the Employee may elect to choose their own workhours, subject to the other provisions of this Article.

h. Employees scheduled to attend in-house training will adjust their working hours to comply with scheduled classroom hours. Employees on TDY will adjust their working hours to comply with the host organization's hours.

i The Parties agree that the Employer may suspend an individual Employee's Flexitime privilege if the Employer concludes that such privilege is being abused. Such suspensions shall be for a specific number of days.

ARTICLE XX.III - TOURS OF DUTY {Continued}

Section 6. In addition to Flexitime as described above, the Employer agrees to afford Employees, other than those assigned to shift operations, with a compressed work schedule privilege subject to the following provisions:

- a. Employees may request a 5-4/9 work schedule which provides for an eighty (80) hour pay period, consisting of two (2) basic workweeks, comprised of eight (8), nine (9) hour workdays; one, eight (8) hour workday; and one nonduty day. Use of this schedule, however, is subject to supervisory approval.
- b. All provisions pertaining to the Flexitime privilege in Section 5 of this Article also apply to the compressed work schedule option, unless otherwise specified below or limited by the available hours in the flexible workday.
- c. Employees may request to participate in the compressed work schedule option only during the first two (2) weeks of February and August of each year. If approved, the selected schedule becomes effective beginning the first full pay period after 1 March or 1 September.
- d. Core time for the nine (9) hour workday shall be during the hours of 0800 through 1100 and 1300 through 1600.
- e. The Employee may request any workday within the basic workweek as their nonduty day. Supervisors will review such requests to assure adequate staffing throughout the workweek. If approved, the Employee's nonduty day will remain the same throughout the six (6) month period unless a change is further approved by the supervisor.
- f. Employees who are assigned to perform their duties at a different geographical site, i.e., temporary duty (TDY) involving travel, will adapt their work schedule to that of the TDY site. Necessary adjustments to the work schedule will be made to assure that eighty (80) hours are worked during each pay period.

ARTICLE XXIII - TOURS OF DUTY {Continued}

g. Training.

(1) Employees who are assigned to attend training will adapt their work schedule to the training schedule. When the Employer knows in advance of a pay period that an Employee on the 5-4/9 Work Schedule will perform training during that pay period at a location other than the Employer's, the Employee's tour of duty will revert to the regular eight (8) hour, five (5) day workweek. Necessary adjustments to the work schedule will be made to assure that eighty (80) hours are worked during each pay period.

(2) Local Training. Employees will be required to change their scheduled nonduty day or starting time to be present for local training. Employees are to return to their work site to complete a daily tour of duty after completion of the training class.

h. Premium Pay.

(1) Overtime pay. Work performed outside an Employee's 5-4/9 Work Schedule and in excess of nine (9) hours on a workday scheduled as a nine (9) hour workday, or in excess of eight (8) hours on a workday scheduled as an eight (8) hour workday, or in excess of eighty (80) hours in a biweekly pay period, is overtime work. The Employee is therefore entitled to overtime compensation as provided by applicable provisions of law and regulation.

(2) Holiday Pay. A full-time Employee who performs nonovertime work on a holiday, or a day designated as the "in lieu of" holiday, is entitled to basic pay plus premium pay for the holiday work, not to exceed nine (9) hours.

1. Absence and Leave.

(1) Holidays.

(a) When a holiday falls on a day that an Employee is regularly scheduled to work, the scheduled workday is the Employee's holiday. The Employee's holiday will comprise the number of hours the Employee is regularly scheduled to work that day.

ARTICLE XXIII - TOURS OF DUTY (Continued)

(b) When a holiday falls on a nonworkday and

(i) the holiday falls on Sunday, the first regularly scheduled workday following the Sunday holiday is the Employee's in lieu of holiday.

(ii) the holiday is NOT a Sunday, the last regularly scheduled workday preceding the holiday is the Employee's in lieu of holiday.

(2) Annual and Sick Leave. Time off during an Employee's basic work requirement must be charged to the appropriate leave category unless the Employee is authorized compensatory time off or excused absence. For example, a full-time Employee who uses one day of annual leave will be charged leave for eight (8) or nine (9) hours depending on whether the leave was used on a eight (8) or nine (9) hour work schedule day. When it is mutually agreeable between the Employee and their supervisor, emergency leave used on a regularly scheduled workday may be traded for the scheduled day off, if it is within the same pay period.

ARTICLE XXIII - OVERTIME

Section 1. Overtime work will be compensated in accordance with applicable laws and regulations.

Section 2. The need for overtime, the scheduling of overtime work, the nature of the work to be performed, the need for identifying specific skills, the priority of work to be performed, and the number of Employees to work overtime are to be determined by the Employer. First offers of overtime will be to those Employees who are already performing the duties during normal hours for which overtime is required. Otherwise, overtime assignments will be offered to Employees determined to have the knowledge's and skills necessary to perform the overtime work on the basis of the number of cumulative overtime hours each has already worked or declined.

Section 3. Annual leave used by an Employee within a pay period will not affect the offer of overtime.

Section 4. Employees may be excused from a directed overtime assignment based upon justification acceptable to the Employer such as a personal emergency or medical incapacitation. In addition, an Employee may obtain relief from mandatory overtime if another Employee whom the Employer determines to be qualified to perform the overtime assignment is available, volunteers, and is approved by the Employer to work the overtime.

ARTICLE XXIV - TDY

Section 1. The Employer agrees to provide Employees with adequate notice when requiring Employees to travel.

Section 2. The Employer agrees to attempt to schedule travel and the performance of TDY work during normal business hours. If travel or TDY work is required beyond normal business hours, Employees will be compensated in accordance with applicable laws and regulations governing overtime.

Section 3. The Parties agree that TDY is a work assignment like any other; and, if directed by the Employer, the Employee will perform the TDY.

Section 4. The Employer agrees to only require Employees to travel in government aircraft or nonscheduled commercial aircraft as prescribed by the Joint Travel Regulation.

Section 5. The Parties agree that and reimbursements will be calculated and provided to Employees in accordance with the Joint Travel Regulation, the Department of the Army Charge Card and Travel Policy, and local implementing regulations. The Employer agrees to notify the Union in advance of implementation of any changes to these regulations/policies.

Section 6. When use of a Privately Owned Vehicle (POV) is authorized by the Employer for transportation to the TDY site, in-and-around mileage at the TDY location will be included only if the Employee would have received such mileage or been authorized a rental car if commercial means of transportation were used. Such mileage authorization will be in accordance with the Joint Travel Regulation.

Section 7. Employees who travel to government installations may be required to utilize government quarters, determined to be adequate by the Employer, when available at that installation, in accordance with applicable regulations. In the event that adequate government quarters, as determined by the Employer, are not available for the full duration of the TDY assignment, the Employee will be authorized to stay in commercial lodging.

ARTICLE XX.IV - TDY (Continued)

Section 8. Employees whose normal duties are expected to require TDY in excess of 50% of the total number of the Employee's basic administrative work weeks during the fiscal year will be excused from the requirement to utilize government quarters when available.

Section 9. Employees will submit travel vouchers through their supervisors to the servicing Finance and Accounting Office within five (5) workdays after their return from TDY. Employees are subject to administrative fees if found negligent in filing and repayment of unused advances. Fees and reimbursements may be withheld from the Employee's pay once the Employee fails to respond to a notice that the full amount will be withheld from the following pay period unless the Employee makes other acceptable arrangements with the servicing Finance and Accounting Office. Such arrangements may provide for repayment, including fees and interest on the amount owed, over a series of pay periods.

Section 10. The Parties agree that it is the responsibility of Employees accepting issuance of an Army Charge Card to comply with the terms of the Card Company's Agreement, particularly with respect to use of the Card for OFFICIAL USE ONLY and the prompt payment of bills. Delinquency notices may be routed to Employees through their supervisors and continued failure to meet these obligations may result in disciplinary action.

Section 11. Employees assigned to duty, including training, at other locations within commuting distance and authorized to use their privately owned vehicle, will be entitled to reimbursement for parking, bridge tolls, and mileage that exceeds the Employee's normal commute.

Section 12. Employees on TDY will adjust their work schedule to comply with that of the TDY site.

ARTICLE XXV - COMMERCIAL ACTIVITIES PROGRAM

Section I. The Employer agrees to notify the Union in writing concerning the Employer's consideration of contracting out work currently performed by Employees. The Employer further agrees to provide the Union periodic briefings throughout the contracting out process. The Employer agrees to seriously consider the views and recommendations of the Union before proceeding with a decision to contract out.

ARTICLE XX.VI - PAST PRACTICES

Section 1. Past practices are defined as conditions of employment, not specifically covered in this Agreement, which are followed by both Parties or followed by one Party and known by the other Party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

Section 2. Laws, OPM regulations and this Agreement take precedence over past practices. Other bonafide past practices are binding upon the Parties until changed through the negotiation process.

ARTICLE XXVII- EFFECTIVE DATE AND LIFE OF AGREEMENT

Section 1. This Agreement, amendments, and supplements thereto entered into between the parties will be executed upon the signature of the Program Executive Officer, Aviation, and the President of the Union. This Agreement, amendments, and supplements thereto are subject to review by the Defense Civilian Personnel Management Service for statutory and regulatory compliance and will become effective upon approval or thirty (30) days after execution in the absence of disapproval.

Section 2. The Employer agrees to print and distribute this Agreement and amendments/supplements to all Employees. Fifty (50) copies will be provided to the Union.

Section 3. This Agreement shall remain in full force and effect for thirty-six (36) months from its effective date and shall henceforth be automatically renewed from year to year unless either party gives the other party written notice of intent to propose changes, either in its entirety or in part. Such notice must be submitted to the other party, not more than one hundred and five (105) nor less than sixty (60) days prior to the anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the agreement. When such notice is given, the parties shall meet for negotiating the amendments or modifications not later than thirty (30) days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Agreement. If negotiations are not concluded prior to the expiration date, the Agreement will terminate on the anniversary date but may be extended by mutual consent in increments of forty-five (45) days.