

AGREEMENT
BETWEEN
THE MILITARY ENTRANCE PROCESSING STATION
MAXWELL AIR FORCE BASE- GUNTER ANNEX

AND

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 997

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AGREEMENT BETWEEN THE MILITARY ENTRANCE PROCESSING STATION

GUNTER AIR FORCE BASE
AND
AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 997

INTRODUCTION

This is an agreement between the Commander Military Entrance Processing Station (MEPS), Gunter Annex, Maxwell AFB, and the American Federation of Government Employees (AFGE) AFL-CIO Interdepartmental Local 997, under the provision of Public Law 95- 454.

PREAMBLE

This agreement is made and entered into by and between MEPS hereinafter referred to as the Employer, and the American Federation of Government Employees, Interdepartmental Local 997 hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The employer recognizes the Union as the exclusive bargaining representative of all employees in the Unit defined in Section 2 of this Article.

SECTION 2. All non-professional General Schedule (GS) and Wage Grade employees, Military Entrance Processing Station (MEPS), Gunter Annex, Maxwell Air Force Base, Alabama, excluding all professional employees, management officials, employees engaged in Federal work in other than a purely clerical capacity, and supervisors and guards as defined in the Order.

ARTICLE 2

PUBLIC PURPOSE SERVICED BY THIS AGREEMENT

SECTION 1. The Employer and the Union recognize: the statutory protection of the right of employees to organize and to express their views collectively, or to refrain from such activity; the participation of employees in the collective bargaining process contributes to effective conduct of MEPS business; the efficient accomplishments of the operations of MEPS and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and management officials; and that effective employee- management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

SECTION 2. The Employer and the Union agree: that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance; and that they will, in good faith, engage in collective bargaining in accordance with the requirements of the civil Service Reform Act of 1978.

ARTICLE 3

RIGHTS AND OBLIGATIONS

SECTION 1. Mutual Rights and Obligations

a. In the administration of all matters covered by the Agreement, officials and employees are governed by existing and future laws and regulations of appropriate authorities. This includes:

- 1) Policies set forth by the Office of Personnel Management (OPM)
- 2) Published Department of the Army, Department of Defense (DOD) , and Military Entrance Processing Command (USMEPCOM) / regulations and policies in existence at the time the Agreement is approved which are appropriate in accordance with Public Law 95-454.
- 3) Air Force and Air University (AU) regulations and policies that are governing as a result of the operation of the servicing agreement between the Employer and the host installation. The requirements of this Section apply to all supplemental, implementing, subsidiary, or informal Agreements between the Employer and the Union.

b. The employer and the Union recognize the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Employer's mission and agree that this will be the major consideration of both parties to the Agreement.

c. The Employer and the Union, through appropriate officials and representatives, shall meet monthly on the second Monday of each month at 1:30 p.m. to confer with respect

to personnel policies and practices and other matters relating to working conditions within the Employer's administrative discretion. This does not preclude the parties from mutually agreeing to cancel meetings or to hold special meetings at any time which will be arranged for at the convenience of both parties as soon as possible after the desire is indicated. Any specific item for discussion which requires research shall be provided in writing by either party at least three (3) working days in advance of the meeting.

d. The Employer and the Union agree to cooperate in assuring that all members of the bargaining unit are apprised of their rights and obligations under this Agreement. Notices will be periodically published informing the employees of this.

e. The Employer and the Union recognize this Agreement as the basis for Labor-Management relations and that each has the responsibility to consult with the other prior to implementation of major changes in accepted personnel practices, policies, or procedures that would affect members of the Unit and upon request of the Union to negotiate the impact and implementation on bargaining unit employees.

f. The Employer and the Union agree that all provisions of the Agreement and of applicable laws, Executive Orders, and regulations shall be applied fairly and equitable to all employees in the Unit.

SECTION 2. Management Rights & Obligations:

a. Management officials retain the right in accordance with applicable laws to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and to hire, assign, direct, lay off and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, and to determine the personnel by which agency operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies. The Employer agrees that the Union retains the right to negotiate conditions of employment except policies, practices and matters relating to prohibited political activities, the classification of any position or any matter specifically provided for by Federal statute. Management retains the right to implement changes in conditions of employment if written counter proposals are not received within a reasonable amount of time after the Union is notified.

b. The Employer agrees that the Union may provide training for stewards and officers in the administration of this agreement and matters of mutual concern. The Union agrees to prepare an outline of such training to the extent practical and present it to the Employer two (2) weeks in advance of the beginning of training, together with a list of nominees for whom training is desired. Employer agrees that official time, not to exceed twenty four (24) hours per official, per year, for the training of officers and stewards will be allowed.

c. The Employer recognizes the right of employees to consult with Stewards or Union officials on questions concerning personnel policies, regulations, and other matters

pertaining to employment on official time if they are otherwise in a duty status. Contacts with Stewards concerning grievances will be cleared through the supervisors concerned prior to the employee leaving his/her work station.

d. The Employer on a semi- annual basis, will furnish the Union a list of all bargaining unit employees by name, position, title, series, and grade.

SECTION 3. Union Rights and Obligations.

a. The Union, as the exclusive representative of employees in the Unit, *is* obligated to represent, act for, and to negotiate Agreements concerning all employees in the unit.

b. The Union agrees to represent the interests of all employees in the Unit without discrimination or regard to labor organization membership.

c. The Union will be given the opportunity to be represented at any formal discussions between Management and one or more employees or employee representatives concerning grievances, personnel policies and practices, or other matters affective general working conditions of employees in the Unit.

d. The Union has the right and the responsibility to present its views to the Employer on matters of concern, either orally or in writing, and to have them considered in good faith before management arrives at a decision in developing a change to conditions of employment; and to negotiate prior to the implementation of personnel policies, practices, procedures, or other matters affecting working conditions of members of the Unit which are within the jurisdiction of the Employer.

e. Management should keep the Union informed, to the extent practical, of special missions and programs which impact conditions of employment and negotiate appropriate matter within the employer's jurisdiction.

f. The Union may have an observer at any formal grievance, appeal, or EEO complaint hearing initiated by bargaining unit members. Attendance at a hearing is limited to persons determined by the hearing official to have a direct connection to the complaint. If the employee filing an appeal/grievance objects to the presence of the observer, the hearing official may exclude the observer from the hearing. An observer in any of the forums may not participate in any way unless authorized by the hearing official. The hearing official retains the right to deny access to any party, notwithstanding the provisions of this article.

SECTION 4. Employee Rights.

a. Each employee of the Unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

b. An employee will be unimpeded and free from restraint, coercion and reprisal in exercising rights under the Agreement.

c. Each employee has the right, regardless of whether a member of a labor organization, to bring matters of personal concern to the attention of appropriate management or Union representatives under applicable laws, rules, regulations, established agency policy, or this Agreement.

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

e. Each employee will be protected while engaged in protected activity. If the employee is required to be on the agency's premises, any time spent by an employee with the employer attempting to adjust or resolve a grievance or appealable action is considered hours of work.

ARTICLE 4

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the elected officers, stewards, and designated representatives of the Union. Stewards, not to exceed three (3) including the Chief Steward will be designated by the Union from among Unit employees.

a. As required, alternates may be designated to serve and will act as stewards only in the absence (on leave or TDY), of a regularly assigned Union steward. The Union will furnish the Employer, in writing, and shall maintain on a current basis, by organization, the names of all authorized officers, stewards, and alternates. The Employer will publicize a list of the officers, stewards, and representatives of the Union on a current basis.

b. The Employer and the Union agree that when an employee has a complaint, all parties will attempt to resolve it at the earliest possible time. When assistance of the Union is sought by the employee, the supervisor concerned will meet with the representative of the Union to discuss the matter.

SECTION 2. The primary responsibility of a steward is his/her assigned duties as a Government employee. As an official of the Union, the steward has accepted the Union authority and responsibility for consultation with management officials on policy matters affecting working conditions of employees with-in the Unit. The employer agrees that Union officers and stewards, excluding those on Leave Without Pay, who are otherwise in a duty status shall be on official time when acting in a representational capacity.

SECTION 3. Stewards and or officers, where appropriate, will be authorized to be absent from their duty stations. The steward will notify their immediate supervisor of the nature and estimated duration of a meeting where the steward's presence is required. The immediate supervisor will release the steward/employee/officer from his/her duty station and advise him/her of the conditions of the release. If workload does not permit immediate release, the supervisor will give the reasons and arrange with the steward the earliest mutually agreed upon times. Upon entering a shop or work area, other than their own, the Union representative

will first advise the appropriate supervisor and give him/her the name of the employee to be contacted. If time is required for research and preparation of Employer-requested consultations, duty time will be used on approval of the appropriate official.

SECTION 4. Once a grievance action is initiated and the employee desires representation, the representative will be given the opportunity to be present at all subsequent discussions on that matter. Within this agreement, reference to "representation" indicates Union representation or Union approved representation.

SECTION 5. The Employer agrees that local official from outside the bargaining unit and national officers of the American Federation of Government Employees shall be allowed on the Base on official business upon request and presentation of credentials to the Labor Relations Officer. Specific work areas will not be entered during duty hours without permission of the official(s) in charge of the area if such official(s) are locatable by reasonable effort.

ARTICLE 5

SAFETY AND HEALTH

SECTION 1. Policy

The employer will comply with Army Safety and Health Standards to insure and maintain safe, sanitary working conditions and industrial protection, and pledges to provide adequate lighting, ventilation, heating, air conditioning, and work space for members of the Unit. The Employer and the Union will encourage employees to work in a safe manner and to promptly report to their supervisors any unsafe practice or condition observed. Employees have the primary responsibility for their own safety and an obligation to know and observe safety rules and practices for the protection of themselves and others.

SECTION 2. Protective Equipment.

a. No employee will be required to perform work without the protective equipment and safety devices required by applicable Agency directives, and/or Table of Allowances. Supervisors will require employees to use personal protective equipment and safety devices provided by the Employer. The Employer and the Union recognize the need for employees to use the protective and safety devices provided by the Employer.

b. Unless adequately protected, no employee shall be required to perform work in an area where conditions detrimental to health or safety exist until such conditions have been removed or remedied.

SECTION 3. Medical Requirements.

Medical examination will be arranged by the Employer for employees engaged in occupations determined under the Army Occupational Safety and Health Program to be hazardous.

SECTION 4. Operating Instructions/Standard Operating Procedures.

Any written Operating Instructions or Standing Operating Procedures concerning safety practices or procedures will be posted on appropriate bulletin boards or maintained in files which are readily available to employees who need to know or use the instructions or procedures. Employees will be apprised of the instructions prior to filing or posting. Appropriate bulletin boards are those boards normally reviewed by employees who need to know or use the instructions or procedures. The Union and the Employer will encourage employees to acquaint themselves with safety instructions and procedures pertinent to their jobs.

SECTION 5. Hazards.

a. An employee or designated representative may request in writing to have an investigation and determination into an alleged hazardous working condition created by substances such as asbestos, toxic chemicals, etc. The Employer will conduct necessary test and investigations pursuant to appropriate Army occupational Safety and Health standards, and furnish the requester a written report to include findings and determinations.

b. The Employer agrees to arrange appropriate occupational medical examinations to employees exposed to hazardous levels of asbestos, toxic chemicals, etc., in excess of established limits.

c. The Employer will provide and require the use of special clothing and equipment for any employee exposed to airborne concentrations of asbestos or other toxic materials when these substances exceed established levels as described in appropriate standards.

ARTICLE 6

SUGGESTION AWARDS

SECTION 1. All suggestions shall be evaluated promptly and fairly. The evaluation shall be based solely on the merit of the suggestion.

SECTION 2. The Employer and the Union will encourage employees to demonstrate initiative in submitting suggestion under the QUEST PROGRAM to include matters of safety, economy, job improvements and management improvements.

SECTION 3. Cash awards will not be limited except as to the availability of funds.

SECTION 4. There will be no arbitrary or unreasonable limitation placed upon the number of nominations submitted to any organizational head.

ARTICLE 7

PERFORMANCE APPRAISALS

SECTION 1. Civilian Personnel Performance and Promotion Appraisal

a. The Air Force Civilian Personnel Performance Management Program (embodied) in AFR 40-452 will be applied to Bargaining Unit Employees in a fair manner. Management will adhere to the spirit of this program insuring that established standards are job-related and objective. All employees will be evaluated on actual job performance rather than on personal traits and characteristics and this appraisal system will be used as a basis for decisions to train, reward, assign, promote, retain or remove employees for poor performance. This program will be applied without regard to politics, race, color, religion, age, sex, marital status, national origin or any handicap condition.

b. The Initial Performance Appraisal. When an employee is appointed, reinstated, or transferred to the Military Entrance Processing Station (MEPS) from a-nether Federal Agency, the employee is assumed to have an entrance appraisal of fully successful. The assumed rating is used until replaced by the rating required at the end of the first 90 days. The employee must be appraised at the end of, but no earlier than 90 days.

c. The appraisal cycle for all employees begins July 1 and ends June 30. The effective date for using the appraisal in personnel actions is September 1. All appraisals must be completed and employees given a copy within forty-five (45) days of the end of the appraisal period. If the supervisor detects unacceptable performance, he/she must counsel the employee and determine what assistance is necessary. The supervisor must provide reasonable assistance. The employee will be given a reasonable time to demonstrate acceptable performance. This means an amount of time commensurate with the duties and responsibilities of the position sufficient to allow the employee to show whether he/she can perform acceptably. If after the period to improve has ended and the employee's performance is not at an acceptable level, the supervisor may take appropriate action.

SECTION 2. The following definitions will apply:

a. Performance Appraisal System. A system which provides for the establishment of performance standards, identification of critical and noncritical job performance elements, communication of standards and job performance elements to employees, evaluation of employee's performance against the requirement of the job performance element and substantiation of ratings. This system, as applied to bargaining unit employees, will be (as described in Section 1a above) fair, objective, equitable, valid and job related. Performance standards will, to the maximum extent feasible, permit the accurate evaluation of the job on the basis of objective criteria related to the job in question.

b. Performance. An employee's accomplishments of assigned duties and responsibilities.

c. Job Performance Element. A significant requirement of the job, derived by analysis of the job. A job performance element may be an important duty or responsibility of the position, or it may be a specific project or task consistent with or directly drawn from the duties and responsibilities in the position description.

d. Critical Element. A job performance element of an employee's job of sufficient importance that performance below the .minimum performance standard established by management requires remedial action and denial of a within-grade increase and consideration for merit promotion, and may be the basis for removing, reassigning or demoting the employee. Such action may be taken without regard to performance on other job performance elements.

e. Noncritical Element. A job performance element which has not been designated as critical but which is nevertheless, an important part of the position and is considered in determining the overall performance level. Performance below the minimum standard established by management requires counseling and denial of a within grade increases and denial for merit promotion consideration.

f. Performance Standard. A description of the minimum level of accomplishment necessary for satisfactory performance. Performance standards are expressed in terms of qualitative or quantitative objectives, specific actions, project assignments, or other requirements related to job performance elements. There may be more than one standard set for a single job performance element. Standards will have a spread between the minimum and maximum that will permit an employee to achieve the minimum requirement without having to reach perfection.

g. Performance Requirements. The aggregate of the performance standards set for a job performance element.

h. Fully Successful Performance. A level of job performance which is neither higher nor lower than would be expected from a majority of personnel (average employee) in a similar position. The employee typically performs at a fully successful level when schedules are met on time, production is at satisfactory level, and mission requirements are achieved. It is the level at which job performance standards are written and a level of performance which results in a fully successful rating.

i. Unacceptable Performance. A level of job performance that fails to meet the performance standards for one or more critical job performance elements.

j. Performance Appraisal. A systematic comparison of an employee's performance of duties and responsibilities with performance standards.

k. Appraisal Period. The period of time on which a performance appraisal is based.

l. Entrance Appraisal. The assumed (fully successful) rating given from day 1-90 after entrance on duty with MEPS.

m. Initial Rating (Appraisal). The (mandatory) appraisal rendered at 90 days from entrance on duty with the MEPS.

n. Rating Official. The supervisor who evaluates the performance of an employee and assigns the rating.

o. Reviewing Official. The next higher level Supervisor in the rating official's chain of command at Montgomery MEPS.

SECTION 3. Procedure for Developing Performance Standards.

a. Management will encourage the employee to participate in the process of establishing job performance elements and performance standards. Employees should review position descriptions and advise management of apparent discrepancies. The manager should assure that the discrepancies are resolved and the position description is adequate. Employees should cooperate in developing job performance elements and standards and advise management of any factors they believe should be considered in appraising performance. Should agreement not be reached, management will make any required final decisions.

b. Management will give each employee a copy of performance standards established for each performance element (performance plan) at the beginning of the rating period. The employee should sign the performance plan.

c. Management will initiate periodic discussion regarding the employee's accomplishments quarterly or more often if there are performance problems. The employee should participate in the discussions and documentation of accomplishment during appraisal discussions and meetings.

d. Fully Successful performance is a level of job performance which is neither higher nor lower, than would be expected from a majority of personnel in a similar position.

e. Identifying Performance Elements. Performance elements are the significant duties and responsibilities of the position on which the employee is appraised. They're identified through analysis of the major requirements of each employee's job including important tasks. Performance elements must be consistent with the level of responsibility and broad duties of the position description. The ratio of the critical to noncritical elements will be consistent with duties and responsibilities of the position.

f. Setting Performance Standard. A performance standard describes how the element is to be done and at what level it should be done to be fully acceptable. The performance standard for each performance element must be defined in measurable terms.

SECTION 4. Performance Rating

a. Employee's performance rating will be the result of application of standards of performance to the employee's performance on both critical and noncritical elements. Only elements identified in the performance plan will be rated. Any rating on an element other than "met the standard" will require documentation on the performance plan. The initial rating of each element will be one of the following:

- (1) Exceeded the Standard
- (2) Met the standard
- (3) Did Not Meet the Standard

After completing the initial assessment of how well the employee has performed the requirements of each element, an overall rating of total performance will be assigned one of the five ratings: superior, excellent, fully successful, minimally acceptable, or unacceptable.

b. The supervisor will discuss the rating with the employee and give the employee a copy of the final rating within five (5) workdays after the appraisal discussion. Disagreement concerning the ratings will be resolved through the negotiated procedure.

c. Change of Rating Official. If the rating official changes or departs during the rating period and has supervised the employee for 90 days or more, a close out appraisal and discussion is accomplished before the supervisor leaves. This is not a rating of record for official purpose and will not be documented in Personnel Data System - Civilian (PDS-C) but serves only as information for the new supervisor. If the rating official changes or departs during the rating period and has supervised the employee for less than ninth (90) days, the performance plan, standards and documentation of performance progress discussion are transferred to the new supervisor.

SECTION 5. Rating Official. The immediate supervisor has responsibility to: analyze the job, review the mission and anticipated work, review the position description, identify and communicate critical and noncritical performance elements to the employee, establish and communicate performance standards, write performance elements and standards into performance plan, conduct periodic reviews and discussion of employee performance, evaluate and rate performance work behavior, with a discussion at the end of rating period, grant or recommend awards, and complete probation period certification.

SECTION 6. Relations of Personnel Performance Appraisal to Personnel Action

a. Recognition for Performance. The primary intent of this program is to pay for performance; therefore, the job performance rating must reflect the true level of performance and productivity. Superior performance will be recognized in some manner; examples of such recognition include cash awards, QSI or non-monetary recognition. Excellent performance should be recognized and considered. There will be no "required or predetermined" distribution of performance ratings. Performance ratings will be based solely on individual performance, without regard to performance ratings received by other employees.

b. Employee will be notified in writing at least 30 days prior to the end of the Within Grade Increase (WGI) waiting period if performance has deteriorated below fully successful and the WGI will be denied. Specific job performance elements, performance standards, and a specific statement of how the employee must improve their performance in order to be fully successful will be provided to the employee. The employee will be advised of the reconsideration official, the fact they have 15 calendar days to respond, and that he/she will be provided a reasonable amount of official time to prepare and respond either orally, in writing

or both. The reconsideration official will notify the employee of the final decision no later than 30 calendar days from the request for reconsideration. If the final decision is not made within the 30 days, the employee may proceed to MSPB or the next step under the grievance procedure. If an oral response is made, a transcript or summary will be made of the response within 5 workdays of the presentation and the employee or representative will have 5 workdays to submit a written exception to the transcript. The procedures of ARTICLE 24, Grievance Procedure, will apply to withholding WGI's.

c. Awards. An expressed requirement of the CSRA is that performance appraisal systems is the recognition and rewarding of employees whose performance so warrants. Performance appraisals must be used as the basis for granting quality step increases. Quality step increases may be granted to employees who have been performing the most important functions of their positions in a manner that substantially exceeds usual requirements, so that, when viewed as a whole performance is at a high level of effectiveness.

d. Promotion. A Fully Successful performance rating shall satisfy all performance requirements for promotion.

e. Training. Management shall assure that employees receive assistance such as training, counseling, etc., in improving unacceptable performance. Should unacceptable performance be detected, the Supervisor should immediately counsel the employee and determine what assistance is necessary. It should not be delayed until the end of the appraisal period. Performance appraisals must be used for determining the training needs of employees. Employees may be afforded training to improve performance and acquire job related skills where training will achieve fully acceptable level. The performance appraisal should help identify remedial or development training necessary for an employee to meet a specified performance standard. Supervisors will make an effort to determine if training will help an employee's performance. This training will be given a sufficient high ranking within the appropriate training priority.

SECTION 7. Procedures for Applying the Performance Appraisal

a. Within grade increases will be granted for overall satisfactory performance (fully successful level) and the employee has met the required waiting period.

b. At the end of the appraisal period, performance accomplishments will be discussed with the employee to include the initial assessment of each performance element.

c. Should a supervisor detect that an employee's performance is not acceptable (anytime during the rating period), the supervisor must identify for the employee the critical element for which performance is unacceptable and then give the employee a reasonable time to demonstrate performance before proposing an adverse action.

d. Employees on extended detail will have the temporary assignment properly reflected in the performance plan.

e. Due consideration will be given to factors beyond the employee's control when assessing performance.

SECTION 8. Dealing with Unacceptable Performance.

a. Management rights found in Article 3, Section 2 of this agreement subject to PL- 95-454, Chapter 43, Subsection 4303 include demoting or removing the employee based on unacceptable performance.

b. The supervisor will initiate an opportunity period to give the employee a reasonable time to improve and will inform the employee what is required to bring performance to the fully successful level. The supervisor will ensure the employee is given a reasonable opportunity to improve performance during the opportunity period. This can include things such as closer supervision, counseling, personal demonstration, coaching, on-the-job training and formal training. When the employee's performance continues to be unacceptable after the opportunity period, the supervisor must take appropriate action. This action could be but is not limited to reassignment to another position in the MEPS if a vacancy exists, or demotion. If reassignment or demotion is not feasible, then there is no justification for retaining the employee.

c. The supervisor will provide, when demoting or removing, a thirty (30) day advance written notice of proposed action which identifies specific instances of unacceptable performance on which the proposed action is based and the critical elements involved in each instance of unacceptable performance. Upon request of an employee or representative and the approval by a higher level management official than the supervisor, the proposed effective date will be extended up to an additional thirty (30) days if the request is approved.

d. The employee may reply orally and/or in writing within fifteen (15) days of receipt of the proposed notice. The final decision must be in writing signed or approved by a higher level management official than the management official who proposed the action, except when the proposing official is the MEPS Commander.

SECTION 9. Final Rating.

Employees dissatisfied with the final rating received are entitled to representation in accordance with the negotiated grievance procedure.

SECTION 10. Appraising Temporary Duty Performance or Detail.

When an employee is on detail or temporary promotion, the rating official will coordinate with the detail or temporary promotion supervisor so that the duties and responsibilities of the temporary assignment are properly reflected on the performance plan maintained by the rating official or in a performance plan set up, kept and completed by the detail or temporary supervisor. If an annual appraisal is due and the employee is on detail or temporary promotion, the appraisal will be accomplished by the detail or temporary promotion supervisor if the detail or promotion has lasted 90 days or more. If the period was less than ninety (90) days or the employee is no longer on detail or temporary promotion, the rating official completes the appraisal but consults with and considers the views of the detail or temporary promotion supervisor.

SECTION 11. Air Force Form 860A.

Each employee will have an AF Form 860A completed at least annually.

SECTION 12. Performance Discussion.

Performance will be discussed with the employee at least every 90 days. Employees will be informed of any deficiencies noted in performance elements and performance factors. All performance factors will be evaluated according to the context of the employee's current position and performance. The rating supervisor will within thirty (30) days of the completion of the annual appraisal period complete AF Form 860A and submit the appraisal to the reviewing official. The review will be completed and the appraisal will be discussed with the employee within 45 days after the end of the appraisal period. This evaluation will be documented as to whether exceeded, met or failed to meet and specific examples of such performance. A copy of this will be given to the employee during the discussion.

SECTION 13. Appraisal Factors.

Appraisal factors will be used in the competitive procedures as described in the negotiated agreement between the Union and Maxwell-Gunter AFB.

ARTICLE 8

PROMOTIONS/DETAILS

SECTION 1. In as much as the Central Civilian Personnel Office at Maxwell AFB is the servicing Personnel Office and must determine qualifications, time in grade and other factors in Promotion, the Merit Promotion Plan as negotiated between MAFB and the Air Force Appropriated Fund Unit represented by the Union will be used for any promotion action involving MEPS bargaining unit positions.

SECTION 2. Any references made to the Commander in the Maxwell Merit Promotion Plan, will refer to the MEPS Commander when filling MEPS positions.

ARTICLE 9

EMPLOYEE/SUPERVISOR RELATIONSHIPS

SECTION 1. Supervisor's Record of Employee (AF Form 971) is provided for use by supervisors for recording personnel actions, training and qualifications, and for noting commendation, disciplinary action, and other matters pertinent to the personnel management responsibilities.

SECTION 2. Upon request Employees will be permitted to review their individual work folder.

SECTION 3. The Supervisor will not place detrimental data on the AF Form 971 or prepare a written record for attachment to the AF Form 971 without prior discussion with the employee. The employee will initial, the AF Form 971 as acknowledgment of the discussion.

Copies of such AF Form 971 will be furnished to the employee upon his/her request. When any such data is removed from the employee's personnel file, it will be forwarded to the employee or destroyed, and the notation will be removed from the AF Form 971.

SECTION 4. At such time as a supervisor prepares the Employee's Performance Rating, the employee may review the work folder to ascertain if the AF Form 971 reflects pertinent information. If the employee questions the relevance of any entry, the supervisor will ascertain whether the condition which prompted the entry is still valid. If the condition has been corrected, the entry will be removed from the card.

SECTION 5. Anytime a management official or supervisor takes disciplinary action against an employee, a copy of the documents on which the action is based will be provided the employee, provided the documents are not determined to be classified under the provisions of the security program.

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons: to prohibit discrimination because of age, race, color, religion, sex, national origin, or on the basis of handicapping conditions, and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice and discrimination from the Employer's personnel policies, practices, and working conditions.

SECTION 3. The parties agree that every effort will be made to utilize, to the fullest extent, the present skills of employees by all means, including the redesigning of jobs where feasible; and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training, work-study programs, job design measures, and other training programs so that they may performance at their highest potential and advance in accordance with their abilities.

SECTION 4. The parties agree that the MBPS employees shall be governed and represented in accordance with the provisions of the Affirmative Action Plan for Maxwell-Gunter AFB.

SECTION 5. In recognition of the Union's role as exclusive representative, the Employer agrees to the following:

a. EEO Counselors will be required to inform all complainants covered by this Agreement of the right to Union representation during pre-complaint counseling, and at every stage of the complaint proceedings; and

b. The Union shall have the right to be present at all formal EEO discussions between Management and employees that may affect the overall bargaining Unit. The Union has the right to be present at meeting concerning EEO complaints if the employee requests.

c. Upon request of the Union and consent of the employee, the Employer will provide the Union the current status of EEO complaints to include any proposed remedial or corrective actions.

ARTICLE 11

CAREER DEVELOPMENT

SECTION 1. The Employer agrees to determine potential for, and, where appropriate, to arrange training for an employee who cannot be reassigned in his/her present skills or in another line of work, when the employee's position is eliminated because of Reduction-In-Force, automation or adoption of a labor- saving device.

SECTION 2. The Employer will determine potential for and, where appropriate, retrain handicapped employees who cannot be utilized in their present positions.

SECTION 3. When employee's experience and training preclude advancement, upon employee request, the Employer will counsel the employee with a view to improving his/her potential. The Union will encourage employees to take advantage of the opportunities the Employer suggests or provides.

SECTION 4. The Employer and the Union will encourage members in self-development activities as a means of increasing their job knowledge and efficiency. Through the normal selection processes, the Employer agrees to fully utilize the job-related skills gained by employees through self-development efforts. Upon request by the employee, the Employer will make every reasonable effort to adjust work schedules to allow participation in job-related training.

SECTION 5. The Employer will assist in the training and development of employees to help them reach their highest potential for career growth.

ARTICLE 12

REDUCTION IN FORCE

SECTION 1. The Employer agrees to notify the Union in advance of reductions-in-force in which member of the Unit will likely lose grade or pay, the reasons for the reductions, effective date, and the number of positions involved . Upon request of the Union, and after the data has been determined, but prior to implementation, the Employer agrees to inform the Union of the competitive levels affected and the number of employees affected in each level.

SECTION 2. Reduction-In-Force will receive full attention of Management to minimize work force impact. The broadest competitive levels possible will be used in order to place the maximum number of employees in competition.

SECTION 3. Any reduction in personnel shall be achieved where possible by restricting recruitment and promotion and by meeting ceiling limitations through normal attrition. When feasible, employees in surplus positions shall be reassigned to vacant positions for which they qualify.

SECTION 4. Subject to the Federal Personnel Manual, the Employer when it deems feasible to place an employee affected by reduction-in-force in a vacancy, will seek to obtain a waiver of qualification requirements. The Employer will determine whether the vacancy will be diluted to a lower level prior to offering it to the affected employee. If the position has promotion potential back to its original grade; the employee upon becoming fully qualified will be eligible for promotion to that grade.

SECTION 5. A reasonable offer for the purpose of grade and pay retention will be governed by Title VIII CSRA , FPM BTN 536-1, and applicable agency directives and shall include, but not be limited to, the offer of a position, the grade of which is equal to or higher than the retained grade and a permanent full time position (except as provided in FPM 536-1), one for which the employee is qualified and in the same commuting area (except as provided in FPM 536-1).

SECTION 6. The Union will be notified and informed of any programs for employees affected by reduction-in-force or programs directed under authority of Title VIII, subsection 5364, of the civil Service Reform Act. Upon such notification the provisions of Article III, section 3e shall apply.

SECTION 7. The competitive area for Reduction in Force (RIF) is the MEPS at Gunter Air Force Base (GAFB). The Union agrees that the Employer has the right to determine the form and content of any notices or letters provided to employees during the RIF process without further negotiations with the union. Such letters shall include all requirements of FPM Chapters 351 and 536 in regards to job offers, retreat and or bumping rights, vacant positions and appeal rights.

ARTICLE 13

USE OF MILITARY AND CONTRACT SERVICES

SECTION 1. When the Employer, in accordance with applicable laws, proposes to assign duties historically performed by members of the bargaining unit to military personnel, the Union will be contacted in order to communicate the reason and attempt to mutually develop a method of implementation that will lessen the adverse impact of the assignment on members of the unit.

SECTION 2. When considering contracting services and duties historically performed by unit members, careful consideration will be given to the impact and displacement of unit members and the Union will be so notified. The Union will be furnished, upon request, contract specifications and cost data in accordance with applicable laws and directives.

SECTION 3. The well-being and safety of bargaining unit employees will be considered by management when assigning Federal prisoners. The Union will, upon request, be given information on the utilization of inmates. Nothing in this Section shall restrict the authority of management to exercise such rights guaranteed under Section 7106, Public Law 95-454.

ARTICLE 14

WORK ASSIGNMENTS AND POSITION DESCRIPTIONS

SECTION 1. Work assignments (regular and overtime), whenever possible, shall be commensurate with the description of duties in the employees' assigned position descriptions.

SECTION 2. The "additional duties" required by most position descriptions shall be defined as duties related to the employees' normal work assignments and qualifications.

SECTION 3. Position descriptions shall be accurate and concise as the principal duties and responsibilities of the assigned position. The position description shall be amended on a timely basis when changes occur in the job requirements.

SECTION 4. All members of the Unit shall be furnished with a copy of their current position description.

ARTICLE 15

HOURS OF WORK

SECTION 1. Assignments to shifts or uncommon tours of duty will be posted two (2) weeks in advance of the start of the first shift of the new tour.

SECTION 2. The Employer agrees to provide employees, consistent with the nature of the work (i.e., engaged in unusually dirty or contaminating occupations such as painting, parts cleaning, etc.), up to ten (10) minutes of clean-up time prior to non-duty lunch period. Employees in occupations which require the use of tools and similar equipment which must be cleaned and secured will be granted a reasonable amount of time, but not less than ten (10) minutes, in conjunction with personal cleanup for this purpose at the end of the workday.

SECTION J. Management will establish and publish a policy concerning rest periods. When provided, these periods will normally be two paid fifteen (15) minute periods at the approximate midpoint of the first and last four (4) hours of the work shift.

The policy will be directed to:

- a. Protection of employee health by relief from hazardous;
- b. Reduction of accidents by reducing fatigue;

- c. Relief from mental fatigue caused by performing repetitive tasks or working in confined quarters;
- d. Possible increase or maintenance of high quality or quantity of production.

SECTION 4. The selection of employees for assignment to a night shift or an uncommon tour of duty shall, when determined by the supervisor to be feasible, be made in accordance with the following procedure:

- a. Those qualified and volunteering for the change;
- b. Each section will establish and prominently post a section roster. Initially rosters will be established by Service Computation Date (SCD), with the most recent SCD first. Adjustments to accommodate personal convenience with regard to transportation, shared rides, etc., may be negotiated by mutual agreement of the affected employees.
- c. All Volunteers for night shift work, providing their classified skills qualify them for the work to be done, will be utilized first.
- d. In the event that there are more qualified volunteers than required, selections will be made in reverse order of tenure with the volunteering employee with the most tenure selected first, etc. Once employees have been voluntarily selected by SCD, they will go to the bottom of the roster and will not be offered a choice until all other qualified volunteers have had a choice.
- e. In the event there are not enough qualified volunteers, selections will be made of qualified employees in the order of their appearance on the section roster. The employee with the most recent SCD shall be chosen first, etc.
- f. Once employees are voluntarily assigned to a night shift, their assignment will usually not be disturbed except by request, or there is no longer a need for their services on the shift. It is to be understood that a voluntary tour of night shift does not subsequently exempt employees when their names appear for assignment to a night shift on the section roster.

SECTION 5. Where mission requirements dictate a change in hours of duty, organizational management may take such action. Work hours will not be changed on a temporary basis for the purpose of avoiding the payment of overtime or any premium benefits. Recurring scheduling requirements such as Saturday Openings are not considered changing work hours on a temporary basis to avoid payment of overtime or premium pay.

SECTION 6. The Employer agrees that when feasible Flexitour will be made available. Where Flexitour cannot be utilized, the affected employee upon request will be given the reasons.

SECTION 7. Employees of the bargaining unit shall not be included in any experiments proposed under Title I or II of Public Law 95-390 -- Federal Employees Flexible and Compressed Work Schedules, except to the extent expressly provided under a written agreement between the employer and the exclusive representative.

SECTION 8. The Employer will establish a uniform basic work week of 40 hours, covering five (5) days with specific the day and hours within the Administrative work week.

ARTICLE 16

OVERTIME

SECTION 1. When scheduled overtime is necessary, the Employer shall distribute overtime assignments- equitably among employees engaged in similar work in the particular work area in which the overtime is required.

SECTION 2. The Employer will, upon an employee's request, relieve the employee from an overtime assignment if the Employer determines the reason is valid and there is another employee available for the assignment. The Employee shall not be selected for an overtime assignment again until other employees within the Unit or office have been offered an opportunity for an overtime assignment.

(Section 3 does not exist)

SECTION 4. Employees assigned to scheduled or planned overtime work will be given as much advance notice as such assignment as possible. Except in emergencies, a notice for scheduled or planned overtime work on Saturday and Sunday should be made no later than end of workday Friday.

SECTION 5. Any civilian employee called back for overtime or call- back duty will be paid a minimum of two (2) hours and relieved from duty immediately upon completion of the job unless other duties are available during the time for which the employee is called back. Overtime will be paid in accordance with applicable laws.

ARTICLE 17

OFFICIAL TIME

SECTION 1. The Employer agrees to recognize for official time purposes employees who are elected officers, stewards, and designated representatives of the Union. The Union will furnish and maintain, on a current basis, a list of officers, stewards, and designated representatives, by name, to include: official Union position, official duty area or organization, and telephone number.

SECTION 2. Matters Authorized Official Time.

a. Official time for representational functions performed by officers and stewards who are otherwise in a duty status will be authorized for:

(1) Acting as employee representative in grievances. This includes preparation time as described in Article 25, Section 4d.

(2) Attendance at committee meetings as the designated Union representative.

(3) Consultations with Management.

(4) Acting as a representative at meetings conducted by Management with bargaining unit employees concerning conditions of employment.

(5) Negotiation of collective bargaining agreements.

b. Official time will not be authorized for Union officers and stewards to perform internal Union business.

c. If the employee is required to be on the Agency's premises, time spent with the Agency by an employee adjusting their grievance or any appealable action shall be considered hours of work.

SECTION 3. Procedures for the Use of Official Time. Stewards and/or officers, when appropriate, will be authorized to be absent from their duty stations.

a. Stewards will notify their immediate supervisors of the nature and estimated duration of a meeting where their presence is required. Immediate supervisors will release stewards from their duty stations and advise them of the conditions of the release. If workload does not permit immediate release, the supervisors will give the reasons and arrange with the stewards the earliest mutually agreed-upon times.

b. Upon entering a work area, other than his own, the Union representative will first advise the appropriate supervisor and give the name of the employee to be contacted.

c. If additional time is required for research and preparation of Employer-requested consultations, duty time will be used on approval of the appropriate official.

ARTICLE 18

PAY PROVISIONS

The employer agrees subject to policies established by Fort McCoy Accounting & Finance Center, Sparta, Wisconsin to the following two (2) methods for distribution of civilian paychecks.

a. Mailed to a bank or financial institution designated by the employee.

b. Mailed to the employee's home address.

ARTICLE 19

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. The appropriate percentage of Environmental Differential Pay (EDP) shall be paid to all employees in the Unit who are in duty positions that expose them to hazards defined in the Federal Personnel Manual.

SECTION 2. Employees and the Union have the right to submit work to the Employer for consideration for payment of EDP.

SECTION 3. Requests for EDP from employees of the unit shall be presented in writing to the Civilian Personnel Office with a copy forwarded by the employee to the Union.

SECTION 4. All requests for EDP shall be either approved or disapproved within thirty (30) days of receipt. Recommendations made by the Safety Office, Environmental Health Office, and the Union (when submitted) will be included in the request. The Union and/or employee will be notified as soon as the decision is made. The Employer agrees to make every reasonable effort to arrive at the final determination; however, if extenuating circumstances exist, the above time limits may be extended with all parties involved being notified and given the reasons for delay. Approved requests will be forwarded to the Fort McCoy civilian Pay Section and the Montgomery MEPS.

SECTION 5. Discontinuance procedures will be the same as the procedure for initial approval. The Employer will not discontinue any EDP presently authorized without notification to the Union.

SECTION 6. Any disapproval of a request shall be grievable under the terms of this agreement.

ARTICLE 20

ABSENCE AND LEAVE

SECTION 1. Leave Policy

This is the leave policy for employees in the bargaining unit. Annual leave is an important and significant benefit for all employees. Leave and excused absences will be administered in a uniform and equitable manner. In granting leave supervisors and managers must consider the welfare of the employees as well as the needs of the MEPS. Denial of leave or cancellation of leave is not disciplinary and must not be done for arbitrary or capricious reasons.

SECTION 2. Requesting Leave

- a. Leave for emergency purposes will be handled as follows:

1. The employee or someone acting for the employee, will contact the supervisor or his/her designee within two (2) hours of the beginning of his/her tour of duty to inform management that an emergency situation exists and to request sick or annual leave.

2. Upon the employee's return to duty, the supervisor will contact the employee and inform him/her of the supervisor's decision on the leave request.

b. Should a supervisor deny an employee's leave request, upon notification the employee may request a meeting with the supervisor and a Union representative to discuss the basis for such denial.

SECTION 3. Sick Leave

a. Sick Leave Abuse: The supervisor may require the employee to furnish a medical certificate for absences due to illness of any duration when the supervisor believes the employee has been abusing sick leave. The exercise of this requirement is subject to the following:

1. Employee has been counseled concerning the abuse.

2. The employer has previously given the employee a written notice that he/she will be required to support all future absences or illnesses by a medical certificate.

3. The requirement will be for six (6) months duration and will be reviewed with the employee at that time, to determine if sick leave abuse does, in fact, still exist. If there is no evidence of sick leave abuse then this requirement will be canceled. A Union representative may be present at the review if the employee desires.

b. Documentation: Normally a medical certificate required for approval of sick leave in excess of three (3) because of illness.

1. If the employee was not attended by a physician, the employee's personal certification will be accepted for a reasonable period of time, when they state that no physician was in attendance, and they provide the symptoms or reason for incapacity.

2. Sick leave will be granted when an employee requests sick leave because a member of the employee's immediate family is suffering from a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at work would endanger the health of other employees. In such cases a doctor's certificate, or state or County Health authorities confirming the circumstances of the exposure, identifying the types of disease, and estimating the time period involved, will be furnished to the supervisor.

c. Advancing Sick Leave: In cases of serious disability or illness, and subject to the conditions specified below, the Employer will advance up to thirty (30) days sick leave to a career or career-conditional employee upon request. The conditions to which this advance is subject are:

1. Employer determines that the employee has not abused the use of sick leave;

2. The employee certifies intention to return to duty for a sufficient period of time to earn the leave advanced;

3. The employee provides a signed statement from a physician stating the reason for the medical treatment or other incapacitation that requires the absence of the employee from work, or the fact the employee is required to attend a member of his family who has a contagious disease or has been exposed to a contagious disease, with an estimated date of return to work.

d. Conserving Sick Leave: Each party agrees to emphasize the need and value for the employees to conserve sick leave and to use it only in the event of actual incapacitation, but in no case in lieu of normal annual leave.

e. Illness During Duty Hours: When an employee becomes ill during duty hours and request sick leave, the supervisor, or acting supervisor, will make arrangements for the employee's transportation to their home, a doctor's office, or a hospital, unless he/she wishes to arrange their own transportation. Any monetary expense incurred in the transportation will be borne by the employee and not the supervisor or the one acting in charge.

SECTION 4. Annual Leave Scheduling

Vacation Scheduling: The employer will schedule annual leave for vacation purposes for those employees who will have sufficient leave due and accrued for that purpose. Annual leave requests for vacation purposes shall be submitted by the individual employee no later than January 31 of each calendar year. In the event a conflict occurs over the choice of vacation periods, individual seniority computed on the basis of the employee's official Service Computation Date (SCD) for each group of employees, will be applied; however, no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less service. For example, a senior employee will not normally be permitted to take the day after Thanksgiving year after year (for two (2) successive years), if it will continually deny another employee leave during the same period.

a. Once employees have made a selection, they shall not be permitted to change their selection, if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule.

b. In the event a subsequent change occurs in workload which requires a change in an employee's vacation plans, a new plan for that employee will be developed as equitably as possible but not in a manner to disturb the schedules of other employees.

c. When scheduling leave, the supervisors must consider the employees' desires as well as workload. They must not make arbitrary decisions to deny leave.

SECTION 5. Charge to Leave

a. The minimum charge for leave is fifteen (15) minutes.

b. If an employee is unavoidably absent or tardy for up to fifty-nine (59) minutes and offers a reasonable justification acceptable to the supervisor for the absence, he/she will be excused without charge to leave except in cases where an employee is under leave abuse notification.

SECTION 6. Approval of Annual and Sick Leave

Employees serving under an appointment of ninety (90) calendar days or more may use annual leave during the first ninety (90) calendar days of employment.

SECTION 7. When Annual Leave is Granted

a. Employees are granted annual leave to allow them time off for vacations and for personal and emergency purposes, when the employee advises the supervisor that an emergency situation exists.

b. The use of annual leave is a right of the employee in that the employee is either given the opportunity to use the annual leave or is paid for it at the time of separation.

c. Except in cases of emergency, annual leave must be requested in advance of the absence. The supervisor will consider the employee's desires and needs and personal conveniences and when possible grant the leave.

d. If there is some emergency that prevents granting the leave, the supervisor will consult with the employee to reach an acceptable time for the leave.

e. Supervisors will not make arbitrary or capricious decisions to deny leave.

SECTION 8. Advancing Annual Leave

All annual leave that will be earned by an employee during the leave year will be available for use by the employee at the beginning of the year if there is reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

SECTION 9. Approval of Exigencies

Annual leave may be restored when it is lost because of exigencies of the service or due to illness of the employee. The annual leave must have been requested, approved, and scheduled in writing, before the start of the third biweekly pay period before the end of the leave year, in order for the leave to be restored. The restored leave must be used within two (2) years after the end of the calendar year in which restored.

SECTION 10. Military Leave

An eligible full-time employee who is a member in the Reserve of the Armed Forces or a member of the National Guard accrues fifteen (15) days which if unused at the beginning of the succeeding fiscal year is carried forward for use in addition to the days which are

credited at the beginning of that fiscal year. This means that a full-time employee may accrue and have available for use a maximum of 30 days military leave during a fiscal year. An employee who is a member of the Reserve/Army National Guard who is not eligible for, or who has exhausted his or her military leave, must be granted annual leave or LWOP as requested, for active or inactive duty for training.

SECTION 11. Absence for Voting or Registration

a. As a general rule, employees requesting time off to vote are excused without charge to leave for the amount of time necessary to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three (3) hours before or three (3) hours after the employees regular duty hours, no time off is granted. (This is the case in most jurisdictions.)

b. Where the employee's voting place is beyond normal commuting distance, and voting by absentee ballot is not the employee is granted sufficient time off to make the trip. Time off in excess of one (1) day is charged to annual leave or leave without pay.

c. The employee voting in jurisdictions where registration in person is required is granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a non-workday and round-trip travel reasonably can be accomplished in one (1) day.

SECTION 12. Taking Examinations

Examinations specified as a -qualification requirement for competitive appointment to the position in which the employee is serving or required to establish eligibility for assignment to another position and given by or taken at the request of the activity are considered as official duty and no leave is charged for the time-off required to take the examination. This applies to examinations administered by boards of the various states or other jurisdictions and specified as satisfying the qualification requirement for competitive appointment to a position in the federal service as well as examinations administered by the Office of Personnel Management or a federal agency. Absence to take examinations other than those specified above is charged to annual leave or leave without pay.

SECTION 13. Medical Examinations for Federal Service

An employee required to take a medical examination to determine his or her fitness for the federal service, or who obtains chest x-rays or similar medical services administered as part of the health program at Maxwell/Gunter, is considered in duty status during the time necessary to obtain the examination or treatment. When an employee is absent because of administratively required vaccinations or immunizations, the absence is considered an excused absence without charge to leave or loss of pay, provided the medical officer administering the vaccinations or immunizations certifies to the necessity for the absence.

SECTION 14. Court Leave

Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. This includes absence during periods of regularly scheduled overtime as well as absence during the employee's regularly scheduled basic workweek. For the purpose of granting court leave, a military court is considered the same as a federal court.

a. Eligibility:

A permanent or temporary employee with a regularly scheduled tour of duty (part-time or full-time) is eligible for court leave. Employees serving on an intermittent or when actually-employed basis are not eligible for court leave.

b. Granting Leave for Jury Duty:

Because of the importance of trial by jury as an American system of justice, it is MEPS policy not to request that an employee be excused from jury service on the basis of MEPS employment, except in cases of extreme necessity. Effective administration of court leave also requires the exercise of good judgment to avoid imposing hardship on employees.

c. Granting Leave for Witness Service:

1. Court leave is granted for employees who are summoned as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. NOTE: An employee who is summoned or assigned by USMEPCOM to testify in his or her official capacity or to produce office records on behalf of any party in any judicial proceeding is performing official duty and is not entitled to court leave, but is in an official duty status for the time involved.

2. In a proceeding under Title VII of the Civil Rights Act of 1964, federal employees are in an official duty status when they appear as witnesses or are required to provide sworn statements. Witnesses who are MEPS employees and who are summoned to testify on behalf of the plaintiff in a civil action under Title VII against the MEPS are entitled to the same benefits with respect to pay status while attending court as persons who testify on behalf of the MEPS. Similarly, MEPS employees who are plaintiffs in such cases are entitled to official time for attendance in court at their trial. These entitlements flow from Title VII, which takes precedence over any contrary provision of the bargaining agreement or other regulations.

d. Witness and Jury Fees:

An employee is entitled to receive and retain expenses paid for services rendered and reimbursement for travel expenses. When a state or local court characterizes jury and witness fees as expense there is no requirement for the employee to turn in such fees to the agency.

SECTION 15. Leave Without Pay (LWOP):

a. LWOP will be at the request of the employee and may be granted even if the employee has leave to his credit. LWOP cannot be used as a penalty nor can an employee be required to request LWOP in lieu of suspension. LWOP must be granted in the following situations:

1. A disabled veteran for medical treatment related to a service-connected disability.
2. A member of the Reserve or National Guard to perform military training duties.
3. When an employee is absent due to an on-the-job injury or job related disease and has exhausted other leave pending action by OWCP.

b. Leave without pay may be granted in other situations, for example:

When an employee has exhausted sick leave and is suffering from illness or is recovering from illness or disability; or, the employee is in a work environment that is not conducive to their well-being; or, for service with a recognized employee organization.

SECTION 16. Meetings and Conferences:

a. Absence including travel time during duty hours or when the employee would otherwise be in a duty status to attend meetings or conferences determined to be training or absences to attend other meetings for which travel is authorized at government expense is considered official duty time.

b. Employees may be excused to attend conferences or conventions at no expense to the government when it is determined that such attendance is in the best interest of the federal service. Excusal of this type is limited to five (5) workdays per calendar year.

SECTION 17. Administrative Dismissal

a. Base Closure:

When the installation is closed, all regular employees will be excused without charge to leave if they are in a pay status the day before or after the day(s) the activity is closed. Employees in a paid leave status will be treated the same as if they were scheduled for duty.

b. Absence Due to Emergency Conditions or Managerial Reasons:

1. The following will constitute a basis for administrative excusal of employees:

a) When any activity or part of the installation is closed except as stated in paragraph c below;

b) When extreme temperatures exist and there is a disruption of heating and cooling facilities;

c) When extreme temperatures exist and it is established by reasonable standards of judgment that the conditions are such as to prevent working;

d) When severe weather conditions, such as ice, snow, flooding, storms, or other weather conditions/disasters are present;

e) When State, County; or City authorities issue a statement that driving be restricted.

c. Employees cannot be excused without charge to leave when operations are suspended for managerial reasons known in advance to permit the scheduling of leave. Employees will be notified at least twenty-four (24) hours in advance that they will be placed in a leave status.

d. When any of these conditions affect reporting for work late, they may be the basis for administrative excusal.

ARTICLE 21

CIVIC RESPONSIBILITIES

SECTION 1. Employees will be encouraged to assume their civil responsibilities and will be informed of leave policies concerning voting in elections and voter registration.

SECTION 2. The Employer agrees that voluntary principles will be adhered to in all approved Base drives and campaigns, especially the Combined Federal Campaign and the U.S. Savings Bond Drive.

SECTION 3. Employees will be excused without charge to leave or loss of pay for a maximum of four (4) hours or the remainder of the shift to serve as blood donors - without compensation to blood banks or to individuals in emergencies. Under unusual circumstances, an employee may be authorized additional time if necessary for recuperation. The Union agrees to give its support to and to publicize donor programs.

ARTICLE 22

DISCIPLINARY ACTIONS

SECTION 1. Disciplinary actions will be limited to the severity necessary to correct the specific situations and will only be taken for just and sufficient cause.

SECTION 2. Disciplinary actions shall be defined as management actions effected to improve Unit member's delinquency or conduct. These actions shall include oral admonishment, reprimand, suspension, change to lower grade, and removal. The

enumerated actions are the only ones appropriate for disciplinary purposes. Disciplinary actions shall be confidential in nature between the parties concerned and shall be conducted in private. Routine work corrections or assignments will not be construed to be disciplinary actions.

SECTION 3. Witnesses.

a. If at any time an employee is being questioned by a supervisor or management official regarding disciplinary matters, the employee may request to have a Representative present. Provided the representative is reasonably locatable no further questioning will take place with the employee until a witness is present.

b. The employer agrees that, prior to taking a written or sworn statement from an employee which may lead to disciplinary action, the employee may request to have a witness present. Provided the witness is reasonably locatable no written or sworn statement will be taken until a witness is present.

c. Nothing in this section shall be construed to limit or restrict management's right to discipline employees nor the employee's right to grieve such action.

SECTION 4. When employees do not elect to be represented by the Union, the Union will be permitted to have an observer present at any formal hearing action without charge to leave, if the observer is otherwise in a duty status. If the employee who requested the hearing objects to the attendance of the observer the examiner will determine the validity of the objection and make the decisions on the questions of attendance and whether or not the observer can receive a copy of the proceedings .

SECTION 5. The Employer agrees to furnish the employees three (J) copies of proposed administrative actions. One (1) copy will have the following statement affixed which will be signed by the employee when the action is served: "I (elect) or (decline) to have a copy of this action forwarded to AFGE Local 997." If the employee elects to be represented by the Union, copies of all correspondence addressed to the employee will be furnished to the Union.

SECTION 6. If an employee is to be served with a warrant or subpoena, every effort will be made to ensure that it will be done in private without the knowledge of other employ employees.

SECTION 7. Civilian Operators of Government owned or rented motor vehicles must possess a current State Driver's License and must receive a DA Form 348 (Equipment Operator's Qualification Record) from the Unit Vehicle Maintenance Monitor as prescribed in USMEPCOM Supplement 1 to AR 385-55. Also as directed by the MEPS commander, each vehicle operator will complete the Defensive Driving Course Self-Instruction Video administered by the Vehicle Maintenance Monitor.

ATICLE 23

DRUG AND ALCOHOL ABUSE PREVENTION ~D CONTROL PROGRAM

SECTION 1. The Employer and the Union recognize: That the efficient accomplishment of the operations of the MEPS and the well-being of the employees requires that orderly and constructive relationships be maintained between the Union and management officials; and that effective employee management cooperation in the public service requires a clear understanding of the respective rights and obligations of the Union and the Employer and this program will be administered within this context.

SECTION 2. The Union and the Employer jointly recognize alcoholism and drug abuse are treatable illnesses. Drug and alcohol abuse that impairs the performance, attendance, conduct, or the mission are not compatible with the MEPS and civilian standards. Both parties recognize the MEPS program as a rehabilitation effort to improve the health, productivity and overall quality of the civilian work force. Any employee who participates in this program will be entitled to all rights and benefits provided to other employees who are sick, as well as specific services and assistance which this program may provide. They will be given the same consideration and help as employees with other health problems.

SECTION 3. Supervisors will confront employees in private who have performance or attendance problems. The focus of these meetings will be the job related problems. Supervisors will not try to diagnose any problems other than job related problems; and will not moralize or lecture the employees about other matters. Where the supervisor has documented the performance, attendance, or other work related problem, and has good reason to suspect that there may be a non-work problem causing the work problem, the supervisor will refer the employee to Social Actions for assistance.

Discuss the job and job related standards of the performance and conduct, and explain the unacceptable conduct or performance. Tell the employee what must be done to improve, and give a reasonable time limit for improvement, offers help and assistance.

SECTION 4. Tells the employee that an appointment will be made and that duty time will be used for the initial one (1) hour counseling appointment. Sick, annual or leave without pay will be granted for subsequent rehabilitative sessions, medical treatment and other rehabilitative activities. If requested, advance leave may be approved. Leave will not be used as an impediment to participation in the rehabilitation program.

SECTION 5. The employee has the right to decline any services offered by Social Actions, once the mandatory referral counseling session has been satisfied. Participation in this program is purely voluntary once the required referrals have been accomplished. If the employee refuses, the supervisor explains what corrective action will be taken.

SECTION 6. Both parties recognize that progressive discipline is a major factor in the success of rehabilitative efforts in the Employee Assistance Program. The Employer agrees to give employees participating in this program a reasonable amount of time to show improvement before taking any severe disciplinary action. Employees will be encouraged to participate in this program where there is an admitted existing problem or the supervisor has good reason to believe that there is a problem.

When the supervisor suspects a work problem is caused by drug and alcohol abuse, the employee will be referred to Social Actions office for the initial one (1) hour counseling session. There will be no disciplinary action taken until this counseling is completed. If after

this session it is determined that a drug or alcohol problem does exist, the employee will be offered rehabilitative services. No disciplinary actions will be taken prior to these actions. If the employee refuses or it is determined that there is no alcohol or drug abuse problem involved, only then will the disciplinary action be taken.

ARTICLE 24

GRIEVANCE PROCEDURE

SECTION 1. Purpose.

a. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive procedure for processing grievances for employees who are members of the unit, except for matters excluded in Section 2. At any step, informal or formal, if the Employer and Union can agree on the settlement of a grievance to the satisfaction of the employee, the grievance will be considered closed. The filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

b. It is the intent of Management and the Union that all Unit employees be given full consideration of their grievance arising out of conditions of employment, procedures, and personnel policies within MEPS. In this regard, management will apply all policies, rules, regulations, laws, E. O. or other matters affecting condition of employment and all the terms of the Agreement fairly and equitably to all unit employees. It is also intended that Employer and the Union will recognize and exercise their respective responsibilities to resolve these grievances and other disputes that arise between the parties at the lowest possible level. Any dispute or grievance subject to this grievance procedure will be processed in an atmosphere that encourages and promotes harmony and permits full disclosure of the basis for the dispute or grievance and the reason for the decision on the issue involved, including the presentation of testimony by relevant witnesses. Grievants and other participants will be free from restraint, interference, coercion, discrimination or reprisal of any nature, for processing a grievance or participating in the procedure.

SECTION 2. Scope.

a. A grievance is defined as a complaint by a Unit employee, by a group of unit employees, by the Union, or by the Employer, for resolution of a matter of concern or dissatisfaction and subject to the control of the Employer or the Union on the following topics:

1. Any matter relating to employment of any unit employee.
2. The effect, interpretation, or a claim of breach of the collective bargaining agreement.
3. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

- b. The sole exclusions to this grievance procedure are as follows:
1. Matters concerning retirement, life insurance, or health insurance.
 2. Suspensions or removals for national security reasons.
 3. Any claimed violation relating to prohibited political activities.
 4. Any examination, certificate, or appointment.
 5. The classification of any position which does not result in the reduction in grade or pay, or any position which has not been classified at the present grade for one year.
 6. Non-adoption of honorary or discretionary awards.
 7. Adverse actions against temporary employees.
 8. An action terminating a temporary promotion within a maximum period of two years and returning the employee to the position from which the employee was temporarily promoted.
 9. A preliminary warning or notice of a specific action which, if effected, would be covered under the grievance system (e.g. a notice of proposed reprimand or suspension).
 10. Any Fair Labor Standards Act (FLSA) claim or determination.
 11. Suspensions of over 14 days, removals and disciplinary changes to lower grade.
 12. Adverse actions resulting from RIF Actions.

c. Performance Appraisals, disciplinary and/or adverse actions involving a proposed notice and a letter of decision signed by the MEPS Commander. These actions can be grieved using the following procedures:

1. The employee can ask for a reconsideration in writing of the decision within ten workdays of receipt of the decision.
2. The commander will reply in writing within ten workdays.
3. If the grievant is not satisfied the Union can take the matter directly to Arbitration as described in Article 25.

SECTION 3. Options.

Any employee or group of employees in the Unit may file a grievance under this procedure. If representation is desired, it will be provided by a Union representative (normally a steward, if available, and the employee does not disagree). However, if an employee or a group of employees wish to present a grievance on a matter within the coverage of this procedure without the intervention of the Union, they may present such grievances to the Employer and have them adjusted, provided such adjustment is not inconsistent with the terms of the Agreement and the Union is given the opportunity to be present at the adjustment.

SECTION 4. Conditions.

- a. An employee may present a grievance concerning a continuing Employer practice or condition with which dissatisfaction exists at any time.
- b. A grievance concerning a particular act or occurrence must be initiated within 15 working days of the act or occurrence.
- c. Arbitration can only be invoked by the Union or the Employer.
- d. Reasonable time during working hours will be allowed for the employee and Union representative to discuss and prepare grievances (normally four hours). Dependent upon the circumstances involved, the Employer may grant additional time.

SECTION 5. Questions of Grievability.

If the rejection of a grievance under this article is determined by the Employer, the Employer agrees to notify the employee and the Union of the reasons for the rejection prior to completion of the grievance procedure. Questions that cannot be resolved by the Employer and the Union as to whether or not a particular grievance concerns a matter subject to the grievance procedure in this agreement may be submitted to arbitration for a decision. All time factors will be waived pending receipt of the decision.

SECTION 6: Oral/Informal Procedure.

Most grievances arise from misunderstandings and/or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party (ies) to settle grievances at the lowest possible level. Both parties recognize that the informal procedure is an attempt at problem solving and an attempt to resolve the issue.

Step 1: Any grievance, except as provided in Sections 2c, 8, 9, and 11 will be initially presented to the immediate supervisor orally by the concerned employee or designated Union representative (normally a steward) in an attempt to resolve the matter. The Union representative must be present if the employee so desires. If the grievance concerns a specific action taken by the immediate supervisor, the employee or the designated Union representative may present the initial grievance to the next level supervisor. The supervisor must reply within ten (10) workdays. If the matter is not resolved to the employees satisfaction the complaint may be processed to Step 2 within ten (10) workdays.

SECTION 7: Written/Formal Procedure.

a. Procedural Requirements for Steps 2 & 3.

The grievance must:

1. Be in writing and signed by the representative or the employee.
2. Identify the complaint and cite the issue that caused the complaint.
3. State if any effort was made to settle the complaint and the results of that effort.
4. State the adjustment sought. The adjustment must be personal in a group or employee grievance.
5. Contain any memos or other documents to support the grievance.
6. Be sent in Step 2 grievances to the MEPS Section Officer in Charge (OIC), or in Step 3 grievances to the MEPS commander. In both steps a copy will be sent to the Labor Relations Officer.
7. Contain the address the employee wishes all correspondence forwarded to.

b. Step 2. The OIC will meet with the employee and the designated representative within five (5) work days after receipt of the grievance. The OIC will give the employee's representative his/her written response within five (5) work days after the meeting with a copy to the employee.

c. Step 3: If the grievance is not settled at step 2, the employee or the Union representative may, within ten (10) workdays after receipt of the answer, forward the grievance to the MEPS commander for further consideration. The MEPS Commander will review the grievance and may consult with the organizational head, the employee and/or the Union representative, and give a written answer to the employee and designated representative within ten (10) workdays after receipt of the grievance.

Step 4. If the grievance is still not resolved the Union may request Arbitration under Article 25, Arbitration.

SECTION 8. Special Procedures for Discrimination Complaints. Unit employees alleging discrimination may, at their option, raise the matter under the Equal Employment Opportunity Commission (EEOC) administrative procedures or the negotiated grievance procedure, but not both. They shall have exercised this option when they file a timely notice of discrimination complaint with the EEO Counselor under EEOC administrative procedure or indicate a timely grievance under the following negotiated procedure:

Step 1. The employee's initial grievance will be submitted to the alleged discrimination official's supervisor within 15 workdays of the act or occurrence. The grievance must:

- a. Be submitted in writing with a copy to Labor Relations Officer and signed by the employee.
- b. State and clearly explain the basis for the charge of discrimination.
- c. Furnish the name, address, and telephone number of any appointed representative.
- d. Specify the relief sought.

The supervisor or a designated representative will meet with the aggrieved employee and designated representative within five (5) workdays after receipt of the grievance. The employee and the union will be given a written decision within ten (10) workdays after the meeting.

Step 2. If the decision at step 1 is unacceptable, the case may be forwarded to the Section OIC within five (5) workdays. The Section OIC or designated representative will meet with the aggrieved employee and designated representative within five (5) workdays. The employee will be given a written decision within ten (10) workdays after the meeting.

Step 3. If the decision is still considered unacceptable the case may be forwarded to the MEPS Commander within five (5) workdays. A decision by the commander will be made within 15 workdays.

Step 4. If the decision is still not acceptable at step 3 the matter may be referred to arbitration as provided for under Article 25, Arbitration.

SECTION 9. Special Procedures for Disciplinary and Adverse Actions not decided by the MEPS Commander.

a. A grievance resulting from a decision regarding any disciplinary action taken below the level of the MEPS Commander, will be processed directly to the MEPS Commander. The following conditions must be present:

1. A proposed written notice of action must have been issued.
2. A written decision on the matter was rendered at a level below the MEPS Commander.

b. The grievance must be filed within fifteen (15) workdays of the effective date of the action.

c. The grievance must comply with the procedural requirements outlined in Section 7a of this article.

d. A decision will be made by the MEPS Commander within fifteen (15) workdays

e. If the decision does not resolve the matter, the Union may request arbitration under the procedure described in Article 25, Arbitration.

SECTION 10. All time limits in this Article may be extended dependent upon circumstances involved. A written request for an extension must be submitted by the party desiring it and must include reasons for the extension. The number of workdays to be extended must be stated. Failure of the Employer to observe time limits will be the basis for the employee to advance his grievance to the next step. Failure of the employee or Union to meet time limits will be the basis for terminating the grievance.

SECTION 11. Should a dispute arise between the Employer and the Union over the interpretation, application, or violation of a collective bargaining agreement, or complaint by the Union or Management in accordance with Section 2, the issue shall be resolved in the following manner: The complaining party will notify the other party in writing of the issue in dispute. Upon receipt of such notification, the receiving party or designated representative will meet with the complaining party or his/her designated representative within five (5) workdays to try to resolve the matter. The recipient shall give the complaining party his/her written answer within ten (10) workdays after the initial meeting. If the grievance is not settled by this method, the matter may be taken to arbitration.

ARTICLE 25

ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the final decision, shall be submitted to arbitration.

SECTION 2. Within five (5) workdays from the date of the request for arbitration, the moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) workdays after the receipt of such list.

SECTION 3. The moving party shall be empowered to make a direct designation of an arbitrator in the event: (1) the other party refuses to participate in the selection of an arbitrator; party. If the moving party fails to prosecute the selection of an arbitrator or the establishment of a hearing date in a timely manner the arbitration is considered closed.

SECTION 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. Copies of the submission will be provided to the other party at least five (5) workdays prior to the hearing.

SECTION 5. The arbitrator's fee and the expenses of the arbitration, including the cost of a transcript required by the arbitrator, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status. Any costs for transcripts not required by the Arbitrator shall be borne by the party making the

request. Should the other party require a copy of the transcript at a later time a copy of the request shall be provided for one- half the original cost or the cost of reproduction whichever is greater. This is contingent upon the contract restrictions of the reporting service.

SECTION 6. The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

SECTION 7. The arbitrator's award shall be binding on the parties; however, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority. Any dispute over the interpretation and application of the arbitrator's award will be returned to the arbitrator for clarification.

SECTION 8. Arbitration under this article will normally be conducted as an oral proceeding and in accordance with the arbitrator's guidelines.

SECTION 9. Arbitrability issues will be heard by the arbitrator prior to the hearing on the merits of the issue. The presentation of the arbitration issues will be made prior to any presentation on the merits of the grievance.

ARTICLE 26

FACILITIES AND SERVICES

SECTION 1. Use of Facilities.

a. The Employer agrees to furnish a suitable meeting place for use by the Union upon written request. The Union will provide a reasonable notice of requirements including anticipated attendance and desired day of the week. Management will make every effort to provide space on the desired date. When Union elections are required, Management will provide a designated meeting place in sufficient time to meet Union membership notification requirements. The Union agrees to be responsible for cleanliness and order of the room after each use.

b. The Employer agrees to permit the Union, when representing employees in the unit, free use of the telephone for area calls upon request and DSN for official business upon concurrence of the Employer.

SECTION 2. The Employer agrees to provide adequate bulletin board space of approximately twelve (12) square feet, in Building 1512. The Union is responsible for insuring that material posted does not violate law, this agreement, the security of the United States, regulatory directives, or does not contain libelous or other inappropriate material.

SECTION 3. The Employer agrees to make every effort to provide and maintain parking facilities that will enable employees to park their cars near their assigned duty station. Reserved and zoned parking will be kept to a minimum. Special consideration will be given to handicapped persons. Both Management and Union will encourage carpools and ride sharing to reduce vehicle traffic on the base.

SECTION 4. To the extent that space and funds are available, the Employer will make every effort to provide a space with table and chairs for lunch for those employees whose lunch periods are outside the regular duty hours, and to provide and maintain sanitary washroom facilities as near work sites as economically possible. To the extent that space and funds are available, the Employer will make every effort to provide locker facilities for employees whose duty assignment involves use of other than street clothes.

SECTION 5. The Supervisor, considering available space, will make every reasonable effort to provide a private area for employees to discuss problems with a Union representative. This may not be the same space every time.

ARTICLE 27

PAYROLL DEDUCTION OF DUES

SECTION 1. Eligibility.

Any member of the Unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment.
- b. The employee regularly receives a normal amount of pay on the installation and such pay is sufficient, after other legal deductions, to cover the full amount of the allotment.

SECTION 2. Authorization.

The procedure and effective dates of authorization shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedures for authorizing an allotment, as well as the provisions and procedures for revoking the authorization.
- b. The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotments.
- c. Allotments authorized on properly completed and certified forms which are received in the Accounting & Finance Office, Fort McCoy Finance Center, five (5) workdays before the beginning of a complete pay period will be processed and the authorized amounts withheld from employees' pay for that period.

SECTION 3. Withholding.

The amount withheld will represent the current dues structure of the Union exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. A multiple dues structure is permitted, that is a standard amount for all or different amount for different employees as may be specified on Standard Form 1187. In the event there should be any blanket change in the dues structure or amount, a blanket authorization listing each employees ' name and social security number and the amount of dues to be withheld will be submitted to the payroll office. In the event there is an individual employee change in dues withholding, the union agrees to send completed forms (SF1187) to the payroll office for each such employee change. All changes to the dues structure will be processed effective the first pay period after the date requested change is received by the payroll office.

SECTION 4. The Accounting and Finance Officer will terminate an allotment.

a. At any time the employee is assigned to a position not in the Unit, except when an employee received a temporary promotion or is officially detailed to a position not within the Unit.

b. If the Union loses the required recognition under any of the conditions specified in Public Law 95- 454, the Accounting and Finance Officer will terminate allotments for all members as of the end of the pay period during which the recognition is withdrawn.

c. When the employee's pay records are no longer serviced by this office.

d. Upon receipt of notice from the Union that the employee is no longer a member in good standing, with final deduction to be made in the pay period following that in which the notice is received.

e. The payroll office will terminate dues checkoff effective the last day of the first (1st) full pay period after February 1st of each year provided the employee submits a written revocation of allotment prior to the 1st day of February. New members may revoke their membership one year from the date of beginning of dues deduction. After the initial one year period the annual termination date will apply. Dues will continue to be deducted in accordance with this agreement until the appropriate termination date (one year anniversary or annual termination date) regardless of when the revocation is received.

SECTION 5. Remittance of Dues Withheld.

Promptly after the close of each pay period the Fort McCoy, Accounting & Finance Officer will certify for payment the net amount withheld to be mailed to Local 997, AFGE. The check will be accompanied by a list, in duplicate, of the employee members of the Union with current allotment authorizations including a statement showing the total amounts withheld during the preceding pay period. Employee's whose pay was not sufficient to cover the full amount of the deduction will also be identified on the list.

SECTION 6. Required Notices.

a. The president of the Union will notify the Accounting & Finance Officer, in writing, within seven (7) workdays when an employee with a current allotment authorization ceases to be a member in good standing.

b. The Union will send to the Accounting & Finance Officer within five (5) workdays any written revocation of allotment received by the Union.

c. The Accounting & Finance Officer will send a copy of each written revocation received by the Employer to the Union with the remittance report for the first deduction payroll prepared after receipt of the revocation.

d. When an employee is no longer in the Unit, the original SF 1187 will be returned to the Union.

ARTICLE 28

PUBLICIZING THE AGREEMENT

SECTION 1. The Employer agrees to furnish copies of this Agreement to each employee within the Unit. Copies will also be furnished to new employees by the Civilian Personnel Office when they are officially assigned to a position that falls within the Unit.

SECTION 2. The Employer agrees to publish news items concerning the Union and/or Union activities, when they are of significant interest to the members of the Unit or employees.

ARTICLE 29

RESEARCH PROGRAMS & DEMONSTRATION PROJECTS

SECTION 1. For the purpose of this contract:

a. A research program means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems. (PL 95-454, Chapter 47, Sec 4701 (a) (5)).

b. A demonstration project means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management. (PL 95-454, Chapter 47, Sec 4701 (a) (4)).

SECTION 2. The Employer and the Union understand that under the provisions of PL 95-454, the Office of Personnel Management is empowered to conduct research programs and demonstration projects for the purposes as stated in Section 1. Such programs will be conducted in accordance with the provisions of 5 .USC Sections 4701 through 4706.

SECTION 3. Should the Employer be tasked by higher authority to conduct a research program or demonstration project which will necessitate involvement of bargaining unit employees, the Employer will, to the extent authorized by higher authority, advise the Union as to the nature of the program.

SECTION 4. Employees within the bargaining unit shall not be included in any research program or demonstration project affecting conditions of employment if the project would violate the negotiated agreement unless there is another written agreement with respect to the project between the Employer and the Union. If the project is not covered by the agreement and would necessitate a change in conditions of employment, the Union will be consulted prior to implementation.

SECTION 5. Before terminating a demonstration project, the Employer agrees to notify the Union of the intended cancellation, provided that the decision to cancel is not made by higher authority. Should the decision to cancel be made: by higher authority, the Employer will notify the Union of the proposed termination as far in advance as possible, provided the Employer is notified of the anticipated termination and given permission to inform the Union.

ARTICLE 30

DURATION OF AGREEMENT

SECTION 1. This agreement will become effective upon approval by HQ, USMEPCOM and shall remain in effect for three (3) years from the date signed by the parties; however, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the eighteenth (18) month anniversary date, of its intention to reopen, to amend and/or to modify this Agreement.

SECTION 2. Either party may give written notice to the other, not more than one hundred eighty (180) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this Agreement.

SECTION 3. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for three (3) year periods, subject to the other provisions of this Article.

SECTION 4. This Agreement may be opened for amendment/modifications by the mutual consent of both parties at any time. In such event, the parties will meet for the purpose of negotiation within thirty (30) calendar days. The refusal of either party to consent to open negotiations under this Section will not be construed as a violation of the Article.

SECTION 5. Should any part of any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and shall remain in full force and effect.

SECTION 6. Supplemental Agreements.

a. During the life of this Agreement, matters appropriate for negotiation will be changes to personnel policies, practices, and matters affecting working conditions within the jurisdiction of the Employer or the Union.

b. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees. Duration of supplements would be the same as this Agreement.

NEGOTIATED AGREEMENT

Between

MILITARY ENTRANCE PROCESSING STATION

MAXWELL AIR FORCE BASE - GUNTER ANNEX

And

INTERDEPARTMENTAL LOCAL NO. 997

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

AFL-CIO