

Professional Unit agreement between US Army Soldier and Biological Chemical Command, US
Army Medical Research Institute of Chemical Defense and International Association of
Machinists and Aerospace Workers National Federation of Federal Employees Federal District 1
Local 178

Effective Date 2 December 2000

PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor- Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and or amendments which may be agreed to at later dates, constitute a total agreement by and between the United States Army Soldier and Biological Chemical Command (SBCCOM) (Edgewood Area Aberdeen Proving Ground) and the United States Medical Research Institute of Chemical Defense (USA MRICD) hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, local 178, hereinafter Referred to as the UNION, for the employees in the Unit identified in Article 3, hereinafter referred to as the EMPLOYEES.

This agreement is entered into pursuant to the Certification of Representation, dated 29 June 1982.

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

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

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer; and

WHEREAS effective Labor-Management relations within the Federal Service require a clear statement of the rights and obligations of labor organizations and of agency management, subject to law and the paramount requirements of public service:

NOW, THEREFORE, the parties hereto, intending to be bound hereby, agree as follows:

ARTICLE I – PURPOSE

Section 1.01. The purpose of this agreement is:

- a. To identify the parties to the agreement and define their respective roles and responsibilities under the agreement.
- b. To state the policies, procedures, and methods that will hereinafter govern the working relationships between the parties.

Section 1.02. It is the intent of this agreement:

- a. To promote and improve efficiency in the accomplishment of the mission of the Employer.
- b. To insure employee participation in the formulation and the implementation of personnel policies and procedures affecting employees.
- c. To promote employee-employer cooperation in adjusting disputes, grievances, and appeals.

ARTICLE 2 – DEFINITIONS

Section 2.01. UNION -MANAGEMENT MEETINGS. Meetings which are held on a scheduled or as needed basis for communication and, or exchange of views.

Section 2.02. CONSULTATION. Consultation is defined as any discussion between Union representatives and the Employer in an effort to reach mutual understanding. It is recognized that consultation, unlike negotiation, does not involve joint decision making and need not necessarily result in agreement between parties.

Section 2.03. NEGOTIATION. Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment. Working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

Section 2.04. IMPASSE. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Section 2.05. NEGOTIABILITY DISPUTE. A disagreement between the parties as to the negotiability of an item.

Section 2.06. AMENDMENTS. Modifications of the basic agreement to add, delete, or change portions, sections, or articles of the agreement.

Section 2.07. SUPPLEMENTS. Additional articles negotiated during the term of the basic agreement.

Section 2.08. GRIEVANCE. Any dissatisfaction, dispute or complaint by an employee or the Union against the Employer, or any dissatisfaction, dispute or complaint by the Employer against the Union which specifically involves any matter within the scope of the grievance procedure of this agreement.

Section 2.09. AUTHORITY. The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

Section 2.10. DAYS. Unless otherwise stated means calendar days.

Section 2.11. UNION OFFICIALS AND/OR REPRESENTATIVES.

- a. Union officials. Any accredited national official of the NFFE.
- b. Union officers. Any duly elected member of Local 178 NFFE.
- c. Stewards. Individuals appointed by Local 178 NFFE to represent Unit employees.

Section 2.12. UNFAIR LABOR PRACTICE. Any act which is defined in Section 7116. Public Law 95-454.

Section 2.13. PROFESSIONAL EMPLOYEE. As defined in the law, reference Public Law 95-454 paragraph 7103 (a) (15), as follows:

(15) 'professional employee' means-

- (a) an employee engaged in the performance of work-
 - (i) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);
 - (ii) (ii) requiring the consistent exercise of discretion and judgment in its performance:
 - (iii) which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical. or physical work): and
 - (iv) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time: or

(b) an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (a)(i) of this paragraph and is performing the related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (a) of this paragraph:

Section 2.14. CONFIDENTIAL EMPLOYEE. As defined in the law, reference Public Law 95—454 paragraph 7 103 (a) (13) as follows: an employee who acts in a confidential capacity with respect to any individual who formulates or effectuates management policies in the field of labor-management relations.

Section 2.15. SUPERVISOR. An employee having authority, in the interest of an agency, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, rate, reward, or discipline other employees. Or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE 3 - RECOGNITION AND UNIT DESIGNATION

Section 3.01. RECOGNITION. The Employer recognizes that the Union is the exclusive representation of all employees in the Unit described below.

Section 3.02. UNIT. The Unit covered by this agreement includes all fulltime non-supervisory, professional GS employees assigned to the Employer at the Edgewood Area of Aberdeen Proving Ground. Excluded are non-professional employees, confidential employees and guards.

ARTICLE 4 - MUTUAL RIGHTS AND OBLIGATIONS

Section 4.01. The Employer and the Union agree to comply with the provisions of Title V 11. Public Law 95-454. "Civil Service Reform Act of 1978."

Section 4.02. The Employer and the Union, through appropriate Union officers and Management representatives, shall meet at reasonable times and consult with respect to personnel policy and practices and matters affecting working conditions so far as may be appropriate subject to law and policy requirements. In the administration of matters covered by this agreement, Management officials and employees are governed by existing or future laws and the regulations of appropriate authorities.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.01. Management officials retain, in accordance with laws and regulations applicable thereto. The right to carry out the following:

- a. To determine the mission, budget, organization, number of employees, and the internal security practices of the agency.

- b. 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 Unit employees.
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by whom agency operations shall be conducted.
- d. With respect to filling positions, to make selections for appointments from:
 - (1) Among properly ranked and certified candidates for promotion.
 - (2) An: other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- f. To determine the numbers, types, and grades of employees or positions assigned to any organizational element, work project, or tour of duty, or on the technology, methods and means of performing work.
- g. To enforce the Employer's rules and regulations.
- h. To change, modify, add or delete subjects specifically not covered by this agreement.
- i. To recoup any overpayment of union dues inadvertently made to the Union.

ARTICLE 6- EMPLOYEE RIGHTS

Section 6.01. UNION MEMBERSHIP. Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under this agreement.

Section 6.02. INFORMING EMPLOYEES.

- a. Employees shall have access during official duty hours to all regulations and directives which are applicable to them including, but not limited to, regulations and directives relating to personnel policies, practices, procedures and conditions of employment.
- b. Employees who have a grievance will be allowed a reasonable amount of time to secure advice on rights and privileges under this agreement and governing regulations, to

arrange for witnesses, and to obtain other information or assistance pertaining to the grievance which can only be obtained during normal duty hours.

Section 6.03. ACCOUNTABILITY. An employee is personally accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit as long as it does not affect the employee's ability to do his or her job providing such conduct does not bring discredit upon fellow employees or their employer. The employees may participate of their own choosing in any non-job-related activity without coercion by the Employer or the Union.

Section 6.04. NON-DISCRIMINATION. It is understood that there will be no discrimination because of sex, age, race, color, religion, national origin, lawful political affiliation, marital status, disability as defined in Article 35.07, membership in an activity on behalf of the Union, or lack of membership or activity on behalf of the Union.

ARTICLE 7 - UNION RIGHTS AND REPRESENTATION

Section 7.01. RECOGNITION. The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations, consultations and other joint meetings with the Employer with, regard to all matters affecting the conditions of employment.

- a. The Employer agrees to respect the rights of the Union and to meet and negotiate as appropriate with the Union on changes in policy affecting employees in the Unit, consistent with the provisions of Article 36 (Mid-Contract Negotiations). The Union retains its full right to bargain during the life of the agreement within the limits of the law.
- b. The Union. In consonance with its right to represent, may propose new policy, changes in policy or resolutions to problems and has a right to be present at formal discussions between representatives of the Employer and Unit employees concerning personnel policies or practices or other general conditions of employment. It is understood, however, that any policies or changes proposed by the Union do not impose a requirement on Management to negotiate.
- c. The Employer will recognize the duly elected local officers and stewards designated by the Union. The Union will supply to the Employer in writing, and will maintain on a current basis, a list of the officers and stewards. The Union may post the list of local officers and stewards on the Union portion of official bulletin boards.
- d. The Employer will recognize representatives of the NFFE national office as representatives of the Union upon notification by the Local Union President.

- e. The Union and Employer jointly recognize the need for continuity in representation of employees and Management. As such, the Union and Employer will attempt to consistently have the same designated members at scheduled meetings.

Section 7.02. UNION-MANAGEMENT MEETINGS

- a. Non-scheduled meetings, Joint Union-Management meetings shall be held upon request by either party. Specific item(s) for discussion should normally be provided in advance of the meeting by the requesting party, although items not submitted may be discussed.
- b. Scheduled meetings. Monthly meetings will be held between the Union President and Commanders or designee of both SBCCOM and MRICD. At least quarterly, the Union President will meet with the Commanders. These meetings will be for the purpose of discussing labor-management issues which were not resolved at a lower level. Items for discussion will normally be provided the other party at least 3 workdays in advance, in writing. Such meetings may or may not coincide. Specific arrangements for such meetings will be coordinated separately with each of these two activities.
- c. All joint meetings will be conducted during regular duty hours and participating Unit members will be authorized official time for attendance without loss of leave or pay.

Section 7.03. STEWARDSHIP

- a. The Union may designate stewards in the various organizations having employees in the Unit. The Union shall determine the number and location of stewards: however, the number of stewards shall not exceed the ratio of one steward for every 25 professional Unit employees. The stewards will normally represent the employees in their designated areas in dealing with supervisors regarding applications of personnel practices and policies, and other matters affecting working conditions of employees. The Union will make every effort to insure that there are not a disproportionate number of stewards appointed in any one organizational element.
- b. Upon request from either party, stewards and supervisors shall meet to discuss informally items of concern in the work place.
- c. The Union has the right to designate any steward and or local officer to receive, investigate, evaluate, prepare and present an employee complaint, grievance or appeal during duty hours. However, the Union will encourage the use of stewards assigned in the organizational element where a problem or complaint occurs. Normally, only one Union representative will participate in grievances through the second step.

Section 7.04. AUTHORIZED OFFICIAL TIME. It is recognized that Union and stewards are employed and paid by the Federal Government to perform duties that are required for the overall accomplishment of the Department of Army mission and that the activities they are engaged in during duty hours are a proper concern of the Employer. It is also recognized that effective labor-management relations promote efficient mission accomplishment and are in the best interest of both the Union and the Employer. Accordingly, the Employer will grant official time to perform representational matters/approved union activities as follows:

- a. The President will be authorized 50% of available duty time for union activities.
- b. The Secretary-Treasurer will be authorized 25% of available duty time for union activities. See note f.5.
- c. The Executive Officer and Chief Steward will be authorized 20% of available duty time for representational duties. See note f.5.
- d. Remaining Union officers and stewards will be authorized 20% of available duty time for representational duties, exclusive of time used in meetings called by Management. See note f.5.
- e. Prior to leaving their work site to perform official duties. Union representatives must first obtain permission from their supervisor, while also informing the supervisor of the nature of the activity to be engaged in, and the estimated time of return. The supervisor will normally approve such a request, absent an emergency situation or compelling need for the employee's presence. If such a request is denied, the Union representative will be allowed to make appropriate arrangements to be excused at the earliest possible time.
- f. Notes pertaining to Use of Official Time:
 1. Union officers and stewards may not engage in internal Union business during duty hours.
 2. Union officers and stewards will account for all time spent on official duties, using the Official Time Report (OTR) or other agreed to format/arrangement.

3. Management and the Union President agree to meet and consult whenever either party initiates a request to the other regarding the amount(s) of official time being used by Union officers and/or stewards, and the procedures being followed for use of official time.
4. Where percentages are cited they will be computed on a quarterly basis.
5. In accordance with paragraphs b. c and d above, the Union President will annually designate in writing the two officers to receive 50% authorized duty time for appropriate representational duties. These persons will either be the Executive Officer, Chief Steward, Secretary-Treasurer or other Union officer. No more than two people total from paragraphs b. c and d above will receive the 50% authorized time. All other officers in paragraph b. c and d will receive either 25% or 20% authorized available time as designated in those paragraphs.

Section 7.05. Any inspection or investigation of an allegation or complaint by a Unit employee relative to an unsafe condition within a chemical exclusion area (currently defined in AR 50-6) will be conducted by a Union officer with a security and reliability clearance in coordination with Management (who may choose to accompany the Union officials): or the Union may request the services of an AMC·MRMC Safety Representative or OSHA Inspector.

ARTICLE 8 - HOURS OF WORK AND BASIC WORKWEEK

Section 8.01. The basic workweek will normally consist of five consecutive 8-hour days. Monday through Friday, scheduled within the administrative workweek, except for employees who are assigned other than the basic workweek as deemed necessary b) the Employer to carry out the mission. The eight hours will be continuous except for an unpaid lunch period.

Section 8.02. Tours of duty will be established or changed in advance, will continue for a period of at least one week, and will be announced in writing except when it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Whenever practicable and it doesn't interfere with the above statutory requirements, management will establish or change tours of duty up to two weeks in advance. The announcement of the tour will include the calendar days and the hours of each day comprising each tour. Copies of the announcement will be posted in conspicuous places, readily accessible to all affected employees. Employees with similar skills who are scheduled on variable work shifts may mutually agree to exchange shifts subject to the Employer's approval.

Section 8.03. The Employer agrees to consult with the Union prior to effecting a change in the basic workweek, hours of work, and lunch periods; and to meet upon the request of the Union to discuss recommendations concerning proposed changes.

Section 8.04. Reasonable time will be allowed each employee for cleanup prior to the end of the workday. Each supervisor will determine the time needed for this purpose, consistent with working conditions associated with the particular duties assigned to the employees.

Section 8.05. When the Employer's local activities are officially closed because of interruption or suspension of operations including inclement weather, breakdown of equipment, or other emergencies, or other natural phenomena, all employees designated by the Employer as part of the emergency work force will report for duty.

Section 8.06. Alternative Work Schedules (AWS). Management and the Union recognize the existence of alternative work schedules. An alternative work schedule is any 80-hour work period whereby an employee works a schedule other than the basic workweek as stated in Section 8.01, such as compressed work week (CWW) schedules and flextime. Employees may voluntarily submit a request to their supervisor to work an alternative work schedule. Disapproval of an AWS will be reported to the Director/PM/Office Chief level for review and justification.

Notes on AWS:

1. Alternate work schedules are voluntary.
2. AWS schedules are to be set up so that each day's work hours are continuous except for an unpaid lunch period.
3. When Management directs or the employee requests to work a split shift, the Union will be consulted first. A split shift is any shift whereby the workday is split so that a break of more than one hour occurs, except for an unpaid lunch period.
4. An employee may elect no more than four changes to the SDO or the 8-hour workday during the leave year. Management reserves the right to adjust the SDO whenever necessary to prevent an adverse mission impact.

Section 8.07. Compressed Work Week Schedules. Management and the Union recognize the existence of Compressed Work Week (CWW) schedules. It is understood that under CWW the basic work period will consist of 80 work hours per two-week pay period. Key provision of CWW are as follows:

- a) All full-time employees are eligible to apply.
- b) CWW is voluntary.
- c) The leave approving official is the empowered decision authority, and will ensure sufficient coverage during the core hours of 0830 to 1530. Disapproval will be reported to the Director/PM/Office chief level for review and justification.

- d) Specific compressed workweek schedule programs, policies and procedures, as negotiated and agreed upon with the Union, may be implemented by Management.

Example of CWW. A typical compressed work week schedule consists of eight 9-hour days and one 8-hour day, with one day scheduled as the SDO (Scheduled Day Off), over the course of the two week work period. Other scheduling options may be considered depending on interest and specific circumstances.

ARTICLE 9 – OVERTIME

Section 9.01. The Employer and Union agree that pay for overtime will be in accordance with all applicable laws and regulations: e.g., Fair Labor Standards Act. Title 5 USC. Employees are generally entitled to overtime when the time they work exceeds their scheduled work hours or 80 hours in a pay period.

Section 9.02. Compensatory time granted to eligible employees must be used before the end of the twenty sixth pay period following that in which the overtime work was performed. All compensatory time must be taken during the employee's scheduled workweek. If compensatory time cannot be taken within the prescribed period: the employee will be paid for authorized overtime work performed. Compensatory time for eligible employees is limited to irregular or occasional overtime and is not appropriate as part of a scheduled workweek.

Section 9.03. Assignments to tours of duty for employees required to work scheduled overtime will be announced at least two weeks in advance. The announcement will be made by customary means of group communication within the team (examples include, posting a schedule on the official bulletin board in the employee's work area, sending all employees email, distributing paper copies of the schedule to each employee, announcing the schedule at team meetings). An exception may be made to this requirement when circumstances, such as urgency of time, preclude compliance. Assignment rosters will be made available for inspection by local representatives.

Section 9.04. The Employer agrees that overtime work will be distributed equitably among all employees within their team, shop, shift, and job rating. It is recognized that certain factors, i.e., TDY, leave, continuity on jobs of short duration, peculiar environmental or skill requirement, etc., may cause temporary imbalances in the equitable distribution of overtime. However, nothing in this section shall be construed as alleviating the responsibility of the Employer to make every effort to distribute overtime fairly and equitable over an extended period of time (six months). When overtime work which requires familiarization training becomes sufficiently repetitious to unbalance the equitable assignment of overtime, then the Employer shall make a reasonable effort to qualify other employees of the same team, shop, shift and job rating for that work during normal duty hours. An employee denied equitable overtime assignments shall be advised by the supervisor of the reason upon request. Entitlement to premium pay will be determined in accordance with applicable laws and regulations.

Section 9.05. The Employer agrees to maintain accurate records of all overtime worked in the Unit. Such records will be made available to appropriate Union representatives and employees, upon request. If an employee is requested to work overtime and prefers not to, the employee will be charged on the overtime roster for the number of hours declined as though the employee had worked. This is for record purposes only. If those employees on the list of employees desiring overtime all express a preference not to work overtime, the highest individual on the list with the least number of hours worked will be assigned. The overtime list will be maintained for one year and then a new list will be made with all the employees on the list starting at zero.

Section 9.06. In the event that seven-day coverage is occurring regularly, employees may be assigned varying tours of duty to provide the necessary coverage. Whenever possible two consecutive days off will be provided in each administrative workweek. Non-work days will be staggered when it is necessary to assign employees to a varying tour of duty. Entitlement to premium pay will be determined in accordance with applicable laws and regulations. This section is subject to consultation.

ARTICLE 10 – DETAILS

Section 10.01. It is agreed that details may be used to meet temporary needs of the workload of the Employer. All details will be made in conformity with appropriate laws and regulations set forth in the Office of Personnel Management and Department of the Army Civilian Personnel Regulations. A detail is a temporary assignment of an employee to perform duties not covered by the official job description. A detail is without change in the employee's Civil Service or pay status; at the end of the detail the employee returns to his/her regular position. Details may be made appropriately under circumstances such as the following:

- a. For meeting emergencies occasioned by abnormal workload, change in mission or organization, or unforeseen absences.
- b. Pending official assignment of an employee to a higher grade vacant position where a period of indoctrination or evaluation is desired, provided merit promotion principles are observed.
- c. Pending description and classification of a new position where performance of duties cannot be delayed.
- d. For training purposes, particularly where such training is a part of established promotional or developmental opportunities.
- e. To provide a substitute for an employee or supervisor who is on extended leave, or who is detailed to other than his/her regular duties.

Section 10.02. To the maximum extent possible, the Employer agrees that selections for detail will be based solely on the need of Management and on the employee's demonstrated ability and potential to perform the duties. Except where selections are made through the Merit Placement and Promotion Program, details to perform duties at a higher level, or in a different line of work, shall be rotated to the extent practical, with equitable time distribution among employees with in the Unit.

Section 10.03. The Employer agrees that details will be kept within the shortest practicable time limits and that a continuing effort will be made to secure necessary services through other appropriate personnel actions.

Section 10.04. It is agreed that details will not be used to evade or compromise open competitive principles of merit promotion.

Section 10.05. Details in excess of thirty (30) days shall be recorded in the employee's Official Personnel Folder, and copies of the record forwarded to the employee.

ARTICLE 11 - PROMOTIONS WITHIN THE UNIT

Section 11.01. GENERAL. With the exception of promotions at mandatory career referral levels, this article establishes procedures for promotion for all career and career-conditional employees covered by exclusive recognition of the Union to positions within the Unit as defined by this Agreement. All personnel actions subject to this article shall be made with the spirit and intent of the merit system and the Civil Service Reform Act. The Employer and the Union agree that the policy of the Employer will be to utilize all employees' experience and skills to the maximum extent feasible and that the selection and promotion of employees will be on the basis of qualifications, fitness and merit. The Employer agrees to conduct training sessions as required to enhance employees' understanding of the merit system and to ensure fair, equitable, consistent practices in carrying out the merit promotion procedures. Consistent with the provisions of this article the Employer will ensure that all employees have equal opportunity for promotion consideration. Where provisions of this article and locally published merit promotion procedures differ, the provisions of this article shall take precedence.

Section 11.02. AREA OF CONSIDERATION.

- a. EEO affirmative action goals will be considered in determining minimum areas of consideration for all vacancies. The area of consideration may be the competitive area in which the vacancy is located, the same area established for reduction in force purposes, if the area is expected to produce at least three highly qualified candidates. The area may be expanded initially if it cannot be expected to provide at least three highly qualified candidates, and/or it is inconsistent with affirmative action goals. This determination will be made by the responsible personnel-staffing specialist and will be based on past experience in

recruiting for similar vacancies and available manpower sources. All information used to make the determination will be made available to the Union and/or Unit employees upon request.

- b. Should response to a merit promotion announcement fail to produce three or more highly qualified candidates, the area of consideration need not be expanded (unless inconsistent with affirmative action) if at least one highly qualified candidate is identified and there is reasonable evidence that the candidate would be among the best qualified if the area of consideration was extended.
- c. Current Army employees in the competitive service outside the minimum area may submit voluntary applications at any time for consideration for promotion or for positions with potential for promotion. Applications must be on file before the closing date of a particular merit promotion vacancy announcement in order to be considered for the announced vacancy.
- d. Candidates from outside the minimum area of consideration must meet the same requirements and be evaluated by the same means as those within the minimum area, with the exception of those on certificates issued under the authority of Office of Personnel Management.

Section 11.03. METHODS OF LOCATING CANDIDATES.

- a. Vacancies to be filled shall be announced by an official vacancy announcement issued by the Employer which shall be posted on all official bulletin boards within the minimum area specified in the announcement for at least ten (10) calendar days prior to the closing date. Applications will not be considered if received in the Northeast Region Civilian Personnel Office Center (NECPOC) after the closing date unless justifiable cause can be shown. The Union shall be placed on the automatic distribution for all merit promotion announcements.
- b. As a minimum all vacancy announcements will contain the following information:
 - (1) Title, series, and grade of position.
 - (2) Promotion potential, if any.
 - (3) Whether the position is temporary. (If the position is announced as temporary, and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent.
 - (4) Minimum area of consideration.
 - (5) Organizational location of position (specify EA or AA).

(6) Description of duties and responsibilities of position.

(7) Minimum qualifications for basic eligibility.

(8) Any selective placement factors: i.e., overtime work (except for occasional): special clothing; irregular duty tour: etc., Justification for selective placement factors will be maintained with the merit promotion history folder.

(9) Opening and closing dates and how to apply.

Section 11.04. CANDIDATE EVALUATION.

- a. The NECPOC will normally use an automated rating and referral system such as the skills-based RESUMIX for filling Unit positions. Under RESUMIX, in order to apply, applicants will be required to submit a resume for processing into an automated database. Applicants will receive consideration for jobs by self-nominating against an open job announcement. Complete application procedures are available to all job applicants through the use of a "RESUMIX Job Application Kit" accessible on-line at <http://www.cpoL.army.mil>. The Employer will inform the Union of changes to the automated rating and referral system as they are implemented by NECPOC.
- b. Basic eligibility for promotion shall be determined on the information provided by applicants in their job application or resume. Although the employee's Official Personnel Folder is no longer used, it is the employee's responsibility to assure that his/her Official Personnel Folder contains all pertinent information. Information available from the job applications or resumes and Official Personnel Folders of all candidates must be compared to the Office of Personnel Management qualification standards and any selective placement factors determined to be essential to minimal satisfactory job performance. The Office of Personnel Management standards and any required selective placement factors constitute the minimum qualification requirements for positions filled under this plan. Every candidate who meets or exceeds the applicable minimum standard is considered basically eligible for the position. All candidates determined to be eligible for the position are evaluated further to identify those who are also "highly qualified" candidates determined to be capable of superior (highly successful) performance in the job to be filled. The best-qualified group will be identified by comparing the ratings of the highly qualified candidates to determine if a meaningful distinction in qualifications exists. Consideration will be given to affirmative action goals and representation of minorities and women in the organizational entity of the vacancy, provided such candidates are ranked highly qualified.
- c. Selective placement factors are additional basic, or minimum, qualification requirements that must be met if minimum satisfactory performance is to result. There must be documented justification on file of their relationship to the actual duties of the specific job

to be filled. When selective placement factors are identified and are approved as essential by the NECPOC, the factors become part of the minimum requirements for basic eligibility and will be maintained with the promotion record. Candidates who do not meet the established selective placement factors will be ineligible for the specific position to be filled and will be so notified.

- d. Rating Panels. All rating panel members must be in, or have served in, positions that are in the same series or family of trades which they are evaluating and must be at, or have served in, positions at the same or higher level of the position being evaluated. In addition, the rating panel will have the services of a personnel-staffing specialist for advice and assistance. The results of all rating/ranking sessions will be documented and retained as part of the required promotion records. The personnel staffing specialist will assure that documentation is made and clearly describes the basis for the decision made.

Section 11.05. REFERRAL AND SELECTION

- a. All candidates determined to be in the best-qualified group will be referred to the selecting supervisor for consideration. Selecting supervisors will consider all candidates solely on the basis of the job-related criteria. Reasons for selection will be documented on the referral and selection register and will be based on merit and fitness for the position to be filled. Should any apparent or perceived conflict of interest exist between the selecting supervisor and the referred candidates, the supervisor must refer the selection, in writing, to the next higher supervisor. Additionally, the selecting supervisor must state his reasons for the record in each instance in which he/she does not select a best qualified employee who is eligible for re-promotion. The reasons will be considered valid only if they state the specific qualities make another candidate better qualified than the re-promotion eligible to perform the duties of the position. Selecting supervisors have the option to interview any, all or none of the candidates on the referral list.
- b. Unit employees who are candidates for specific promotion actions will be notified automatically as to whether or not they were found eligible, highly qualified, and/or best qualified at the conclusion of the evaluating process. Also, information about a specific promotion action is available to any employee who has filed as a candidate, upon his/her written request through channels to the NECPOC, as follows:
 - (1) Whether the employee was considered for promotion and, if so, whether he/she was found eligible on the basis of minimum qualification requirements for the position.
 - (2) Whether the employee was one of those in the group from which selection was made.
 - (3) Who was selected for promotion.

- (4) In what areas, if any, the employee should improve him/herself to increase his/her chances of future promotion. Employee representatives who have been designated by the Employee, in writing, shall be permitted to review all documents used in evaluating all candidates for promotion if a question or complaint arises concerning the filling of a vacancy. The representative will contact the NECPOC within five workdays after notification of action concerning consideration for a Unit vacancy for an appointment with the staffing specialist to review documents, methods, and procedures used in filling the vacancy. Time limits prescribed in the grievance article for initiating a first step grievance will not begin until after the meeting with the staffing specialist.

Section 11.06. EXCEPTIONS.

- a. Re-promotion. An employee who has been demoted without personal cause shall be entitled to special consideration for noncompetitive promotion not to exceed two years from the date of demotion. Employees, while not guaranteed re-promotion, may be promoted to the grade formerly held, or to an equivalent or intervening grade when a vacancy occurs for which the employee has demonstrated that he/she is well qualified unless there are persuasive reasons for not doing so. This action will be taken prior to filling the position through merit promotion procedures.
- b. Any promotion policies not covered by the Regional Merit Promotion Plan will be negotiated with the Union.

Section 11.07. NON-COMPETITIVE REASSIGNMENT OR CHANGE TO LOWER GRADE.

- a. At the employee's request – if a position is available, an employee may be reassigned providing:
- (1) The employee is qualified for the position:
 - (2) The position has a grade level equal to or less than that employee's current grade:
 - (3) The reassignment will not result in a known promotion advantage:
 - (4) The action is required to meet bona fide work requirements.
- b. If the reassignment is initiated by Management, and the employee does not concur, the Employer will state the reason for the reassignment in writing and provide a bona fide advance notice.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

Section 12.01. POLICY. The Employer and the Union shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, or non-disqualifying disability condition. Policy will be in accordance with both the letter and the spirit of applicable laws and regulations.

Section 12.02. MUTUAL CONCERN. The Employer and the Union agree to consult with each other regarding EEO matters affecting members of the Unit insofar as these matters pertain to changes in personnel policies. Practices, and working conditions and further agree to fairly and fully support the specifics of the local EEO plan of action.

Section 12.03. EEO COMMITTEE. The Employer agrees the Union will participate in the preparation of the activity EEO Plan by providing input during its development. The Employer also agrees the Union will participate in the development of the Installation EEO Plan by providing a member and an alternate for the US Army Aberdeen Proving Ground Action Committee on Equality and Opportunity in Employment (Action Committee). The Union's representatives will have the same rights and responsibilities as the other Action Committee members.

Section 12.04. EEO COUNSELORS. The Employer agrees the Union may nominate three persons from which one EEO Counselor may be selected. The nominees must meet established standards for EEO Counselors and be volunteers. No Union representative may serve as EEO Counselor. The person selected will serve with other EEO Counselors under the supervision of the EEO Officer.

Section 12.05. UNION REPRESENTATION. An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by a Union representative if the employee so desires.

ARTICLE 13 - REDUCTION-IN-FORCE

Section 13.01. The Employer agrees to inform the Union of pending reduction-in-force (RIF) plans as soon as possible subject to restrictions as might be imposed by higher authority, at which time the Union may request bargaining relative to changes to established procedures which Management will utilize to carry out the RIF action and appropriate arrangements for employees adversely affected by the RIF.

Section 13.02. The Union and Management will jointly encourage each employee to see that his/her Official Personnel Folder is current and contained all pertinent information relative to qualifications as soon as the RIF or reorganization is announced. The Employer will add to the Official Personnel Folder any changes or amendments the employee submits which can be substantiated. These changes must be received in the Civilian Personnel Office prior to implementation of RIF mechanics.

Section 13.03. In the event of a RIF, existing vacancies will be utilized to the maximum extent possible and permissible to place employees in continuing positions who otherwise would be separated from the service. All RIF actions will be carried out in strict compliance with applicable laws and regulations.

Section 13.04. In the event of a RIF affecting employees in the Unit, the Union shall have the right to review the following, except where prohibited by statutes, including the Privacy Act and Freedom of Information Act, and rules and regulations of higher authority.

- a. Retention registers.
- b. An Official Personnel Folder (201 File) of an employee in the Unit affected by the RIF when a representative of the Union has been designated by the employee in writing as the representative of the employee and such written designation includes the individual's authorization to review the 201 File.
- c. Other pertinent papers relative to the RIF.

Section 13.05. The Union shall be notified of all individual RIF actions concurrently with notification to employees. Such notification shall include the employee's name, grade, job title, and organization; job title and grade reduced to, if applicable; separation, if applicable; and organization transferred to.

Section 13.06. The competitive areas for RIF purposes (presently identified as Numbers 7 (MRICD) and 25 (SBCCOM)) will be the same as constituted on the effective date of this Agreement and may be changed only after bargaining with the Union.

Section 13.07. Employees who are demoted as a result of RIF, and who are still employed within the APG, will be afforded special consideration for re-promotion to positions within the installation prior to competitive action to fill the vacancy.

Section 13.08. The Employer agrees that in the event of a RIF or a reorganization, where separation will occur, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program. All career or career-conditional Unit employees who have been reached for action by RIF and cannot be retained at their current grade, or at a lower grade acceptable to them, shall be placed on the appropriate reemployment and priority placement lists for positions for which they are qualified and available. All such Unit employees will be given the fullest possible consideration for rehiring in temporary and permanent positions for which qualified. It is understood that

acceptance of a temporary appointment will not alter the employee's rights to be offered permanent employment.

ARTICLE 14 - CONTRACTING OUT OF WORK

Section 14.01. The Employer shall advise and discuss openly and fully with the Union regarding any review of an existing function which is being considered for possible contracting out, or consideration of contracting out of a new or revised function which will have an effect on conditions of employment of Unit employees.

a. Notification concerning the above shall occur at least thirty (30) days in advance of the "Invitation for Bids". The reason(s) for the proposal, status of affected employees, arrangements to be taken by the Employer to minimize impact on employees (e.g., reassignment, retraining, retaining career employees and restricting new-hires), and contract specifications, will accompany this notification, and the Union will have ten (10) calendar days to file written comments. The Employer will respond to any comments within ten (10) calendar days of receipt of the comments. The Employer's response shall include a proposed date, time and place of meeting with Union representatives to discuss such topics as:

- (1) The reasons for contracting out:
- (2) Union recommendations:
- (3) How Unit employees will be affected:
- (4) How to minimize any effects on employees:
- (5) The contract specifications.

The Employer agrees to seriously consider the views and recommendations of the Union and to announce a decision in consideration of them before proceeding with the bids.

b. When the decision is to proceed with a bid, the Employer will continually apprise the Union of the status of the bid. The Union will be furnished a copy of each specification and contract at the same time the Invitations for Bid are mailed to bidders.

Section 14.02. The Employer agrees to negotiate with the Union concerning appropriate arrangements for employees adversely affected by contracting out of any function.

Section 14.03. The Employer agrees to take all possible actions to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to maximum extent possible.

ARTICLE 15 – TRAINING

Section 15.01. DETERMINATION. The Employer and the Union recognize the continuing need for effective timely job-essential training and career planning to ensure employees are fully equipped to perform their duties and to meet current and anticipated mission needs.

Section 15.02. TRAINING PROGRAMS. The Employer is responsible for providing training to have employees keep current new skills required to accomplish the mission. The Employer agrees to retrain employees to the maximum practical extent when the employee is placed in another position through RIF procedures. In developing and evaluating training policies the Employer agrees to consider the views of the Union.

Section 15.03. ATTENDANCE. Except when required by regulation, policy or higher authority. Management will ensure that to the maximum extent practicable, attendance at technical or professional training courses will be required only when the training is job related or required for performance improvement. Mandatory training will not be required solely to fulfill imposed training quotas. Preference for training to keep employees abreast of the state of the art will normally be given to employees already assigned in that career field and/or job series.

Section 15.04. ON-THE-JOB TRAINING. Whenever necessary the Employer will provide appropriate on-the-job training to enhance the employees' skills knowledge and abilities regarding assigned duties. Time required to train other employees will be taken into consideration by the supervisor in evaluating the trainer's workload.

Section 15.05. SCHEDULING TRAINING. It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses and seminars be scheduled when practicable during normal duty hours.

Section 15.06. TRAINING DOCUMENTATION. The Employer agrees to record documented accomplishments in the employee's personnel record. This does not relieve the employee of the individual responsibility to review the accuracy of their electronic personnel record.

Section 15.07. EXPENSES. The Employer agrees to pay all appropriate costs for approved training to be conducted by Government sources. When training is conducted through a non-government facility, the employee must obtain approval in advance of the training to be entitled to reimbursement for the training. Consult local policies for additional information on authorized approval and reimbursements for nongovernment training. The Employer pays all

authorized costs (salary, tuition, fees, travel, per diem, books and supplies) for training which employees are directed to take to bring their performance up to an acceptable level under a performance improvement plan.

ART ICLE 16 - ANNUAL LEAVE AND OTHER MISCELLANEOUS LEAVE

Section 16.01. Annual leave is earned in accordance with applicable laws and regulations by employees for personal use. Every reasonable effort will be made to provide each employee in the Unit the opportunity to use annual leave earned in excess of the maximum accrual. The granting of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Employees are encouraged to schedule annual leave in advance to contribute to overall work efficiency and to enable approval of leave at the employee's convenience.

Section 16.02. Reasonable notice for three days of annual leave or less will be considered to be one workday; for more than three days, it will be considered to be five workdays. Requests for emergency annual leave submitted with less notification with proper justification will be given the same consideration as those submitted within the time limits described herein. Requests for emergency annual leave will be considered and approved on an individual case basis. Such requests must be made not later than two hours after start of the employee's shift, on the day requested, unless extenuating circumstances preclude such notification. The leave record of the employee will be considered by the supervisor prior to approval of such requests. Failure of the employee to call in as above to provide proper justification may result in the absence being charged to absence without leave (AWOL). The supervisor will notify the employee of the disposition of his/her request as soon as possible. When requests are submitted within the time limits above, notification of disposition of the requests of three days or less will be given within four hours; for requests of more than three days, notification of disposition will be given within eight hours.

Section 16.03. Employees wishing to schedule their vacations in advance for periods of one week or more, within the period 1 May to 15 September, may do so in accordance with the following procedures:

- a. Their requests will be submitted to the appropriate supervisor, in writing, by 20 April each year.
- b. On or before 1 May, supervisors will notify each employee of the disposition of his/her request.

- c. If more employees from the same work area than can be spared apply for leave for the same period, the employee with the greatest service as determined by time in the specific work area will have preference. If two or more employees have the same time in the specific work area, preference will be given the employee who has seniority based on Government service computation date. If two or more employees request leave at the same time and all cannot be spared, the employees concerned, supervisor, and the steward (if the employee requests) will meet informally and attempt to resolve the matter. If it cannot be resolved informally, then the provisions of this section will apply. The employee(s) required to make a new selection will have preference over employees who have not submitted requests by the 20th of April, if the new selection is resubmitted by 15 May. Nothing in the above procedures will be construed to mean employees must schedule their vacation in advance, but employees not doing so will be granted leave on a first come, first served basis.
- d. The Employer reserves the right to cancel leave previously approved. In such case, the employee's circumstances will be given due consideration. Every effort will be made to reschedule the annual leave for the employee's convenience.
- e. Employees wishing to change their requests may do so provided their new choice does not conflict with leave previously approved for another employee, regardless of the date the initial request was submitted, and provided their services can be spared.

Section 16.04. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law) of an) employee, the employee may request, and the employer may approve up to three successive workdays of emergency leave. Consideration will be given to extending the leave period beyond three days, if requested by the employee.

Section 16.05. ADVANCED ANNUAL LEAVE. Annual leave may be advanced in accordance with governing leave and payroll regulations. The Employer will use the same criteria for approving or denying advance annual leave as is employed in approving regular annual leave except that advances may not be made in excess of the amount the employee may reasonably be expected to earn in the current leave year.

Section 16.06. FAMILY AND MEDICAL LEAVE. Under the Family and Medical Leave Act of 1993 (FMLA), employees are entitled to a total of 12 administrative work weeks of unpaid leave (leave without pay) during any 12-month period for:

- The birth of a son or daughter and care of the newborn:
- The placement of a son or daughter with an employee for adoption or foster care:
- The care of an employee's spouse, son, daughter, or parent with a serious health condition; and
- An employee's own serious health condition that makes an employee unable to perform the duties of the employee's position.

Upon return from FMLA leave, employees must be returned to the same or equivalent position. While on FMLA leave, employees are entitled to maintain health benefits coverage. If employees are on leave without pay under the FMLA, they are responsible for paying their share of the health benefits premium. Employees may choose to substitute annual leave for unpaid leave under the FMLA. Employees may also substitute sick leave in those situations in which the use of sick leave is permitted.

Section 16.07. LEAVE SHARING. If an employee has a medical emergency and has exhausted their own leave, the leave transfer program allows other Federal employees to donate annual leave to the employee. Likewise, employees may donate annual leave to another individual (excepting the employee's supervisor) through an approved leave program. Consult local policies.

Section 16.08. LEAVE FOR BONE-MARROW OR ORGAN DONATION. Employees are entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow donor and 30 days each calendar year to serve as an organ donor.

Section 16.09. MILITARY LEAVE. Leave for military reasons will be granted as specified in appropriate regulations.

Section 16.10. COURT LEAVE. Court leave will be granted as specified in appropriate regulations.

ARTICLE 17- SICK LEAVE

Section 17.01. Employees shall accrue sick leave in accordance with applicable laws and regulations. Sick leave shall be administered in accordance with these same statutes.

Section 17.02. Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties. Under certain circumstances involving contagious diseases, as set forth in applicable statutes and regulations, and for medical, dental, or optical examination or treatment when required and requested prior to beginning of absence, sick leave will also be approved. Notice of unanticipated sick leave, not requested in advance, will be given by the employee to his/her supervisor or a designated alternate as soon as possible, and normally not later than two hours after the beginning of the employee's regular work shift. The employee may use another party to request sick leave where physical incapacity precludes his/her personal request. After the first day of absence without notification, until acceptable notice or explanation is provided, the employee's absence will be charged to absence without leave (AWOL).

Section 17.03. Employees should make an effort to schedule appointments after working hours or on non-workdays for medical, dental, or optical examinations or treatment. When this is not possible, the employee having an appointment scheduled during working hours shall

apply to his/her immediate supervisor for sick leave in advance: normally not more than four hours sick leave will be utilized.

Section 17.04. Normally, employees will not be required to furnish a medical certificate for sick leave of short duration; however, a medical certificate may be required in individual cases if there is reason to believe the employee is abusing sick leave privileges. If no improvement in his/her sick leave record results the employee will be advised, in writing, that all future requests for sick leave will be supported by a medical certificate. The Employer will review the sick leave record of each employee required to furnish such certificate at least every twelve (12) months and, upon request of the employee, every six (6) months. If the employee's sick leave record has substantially improved, the employee will be notified, in writing that the requirement for a medical certificate no longer exists.

Section 17.05. An employee who has suffered a disabling injury or illness shall not be required to report for duty until he/she is declared physically capable of performing his/her duties by his/her personal physician and/or Chief, US Army Health Clinic.

Section 17.06. It is agreed and understood that the illness of the employee is a private matter between the patient and his/her doctor. No employee shall be required to disclose the nature of a personal illness except as required by 5 CFR Part 630.

Section 17.07. The Employer agrees to approve requests for an advance of sick leave up to, but not to exceed thirty (30) days at one time when the request is supported by medical certification signed by a physician or practitioner, based on serious illness or disability, provided:

- a. All available accumulated sick leave to the employee's credit has been exhausted.
- b. The employee has no excess accrued annual leave which he/she must forfeit during the period covered by the advance sick leave.
- c. The advance does not exceed the amount of sick leave the employee could reasonably be expected to earn:
 - (1) Prior to termination of a time-limited appointment.
 - (2) During a one-year trial or probationary period.
 - (3) Prior to anticipated separation or retirement.
- d. There must be a reasonable assurance that the employee will return to duty.

Section 17.08. Where an employee is on extended sick leave for two or more weeks, he/she will furnish medical certificate of his incapacity to his/her supervisor upon his/her return. He/she will further provide medical certification of his/her ability to return to work to the Chief, US Army Health Clinic, for validation and endorsement to the supervisor.

ARTICLE 18 – SAFETY

Section 18.01. The Employer will continue to provide and maintain safe and healthful working conditions for its employees; and the Union will encourage all Unit employees to work in a safe manner.

Section 18.02. It is recognized that each employee has a primary responsibility for his/her own safety, and an obligation to know and observe safety rules and practices as a measure of protection for him/herself and others. The Employer will welcome at any time from any individual employee, and will seek from Union, suggestions which offer ways of improving safety conditions.

Section 18.03. Protective equipment and safety devices which the Employer requires for employees to use or wear will be provided to the employees at no cost. The Union will encourage employees to comply with safety requirements.

Section 18.04. The Employer will maintain an effective and comprehensive occupational safety and health program which is consistent with applicable laws and regulations. As a minimum, the Employer will:

- a. Provide safe and healthful places and conditions of employment.
- b. Acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices reasonably necessary to protect employees.
- c. Keep adequate records of all occupational accidents or illnesses for proper evaluation and necessary corrective action.

Section 18.05. In the course of performing their normally assigned work, shop stewards will be alert to observe unsafe practices, equipment, and conditions in their area of responsibility. If an unsafe or unhealthy condition appears to exist it will be reported to the supervisor or the organizational element involved. If the matter cannot be resolved at this level it will be referred to the appropriate supervisor. The supervisor and the shop steward will meet and attempt to resolve the problem. The Safety Office will, upon request, render a determination of the safety condition in question.

Section 18.06. An employee who is engaged in potentially hazardous duty shall not be permitted to work alone or beyond the call or observation of other employees.

Section 18.07. The Union will designate one Unit representative to serve on the Employer's Safety Committee and the Installation Safety Committee. Also, the Employer will request that the Central Area of Maryland Field Federal Safety and Health Council invite one Unit employee to attend scheduled meetings.

Section 18.08. The Employer agrees to consult with the Union prior to implementation of safety procedures developed by the Employer's Safety Office.

Section 18.09. At the discretion of the MACOM Safety & Occupational Health Office, a Union representative will accompany the safety inspection team during scheduled annual inspections. In the event a Union representative does not accompany the inspection team, a copy of the inspection report will be made available to the Union, subject to normal security requirements. This does not apply to Safety Surety Inspections.

Section 18.10. The Employer agrees to include a request for one Union representative to participate in an annual Government-sponsored safety course, preferably courses sponsored by OSHA or the MACOM Safety & Occupational Health Office.

Section 18.11. The Union will be advised in advance of annual MACOM surety inspections. The results of the surety inspection will be discussed with the Union in a timely fashion, with the information discussed safeguarded in accordance with applicable security and Freedom of Information Act restrictions.

ARTICLE 19 - OCCUPATIONAL HEALTH AND PREVENTIVE MEDICINE SERVICES

The Commander, Kirk US Army Health Clinic, US Army Medical Command, is responsible for providing specified health care services for all civil service employees assigned to Aberdeen Proving Ground, Maryland. The broad objective of these services is to promote and maintain the physical and mental fitness of civilian employees and to provide a safe and healthful work environment. Medical services will be carried out in accordance with professional standards in the field of occupational health and in accordance with AR 40-3, AR 40-4, AR 40-5 and DoD 6055.5-M (this manual is also used as a guideline by Kirk Army Hospital personnel). Health standards not specifically established in Army directives will conform with the health standards promulgated in Title 29, Code of Federal Regulations, Chapter XVI I, Part 1910, Occupational Safety and Health Standards under authority of the 1970 Williams-Steiger Occupational Safety and Health Act, Civilian employees' time spent for medical examinations, consultations, etc., pursuant to these services shall be considered official duty time and will be at no cost to the employee.

ARTICLE 20 - USE OF OFFICIAL FACILITIES

Section 20.01 The Union presently has office/meeting space for official Union use with in the Edgewood Area. In the event that the space currently occupied by Local 178 is needed for mission requirements, the Commander, SBCCOM will coordinate with the Commander of Aberdeen Proving Ground to obtain equivalent space under the provisions of the host/tenant agreement. The Union will be given thirty (30) days to relocate after the new location is completely ready for occupancy. It is the intention of the Employer to provide space for the Union to the extent the Employer has control or authority.

Section 20.02. The Employer will provide a Class C telephone for on-post calls and reasonable excess equipment and software to facilitate communication between the Employer and Union. The Union may subscribe to such other telephone services as are necessary or desirable at no cost to the Employer.

Section 20.03. At the discretion of the Employer, excess administrative equipment, i.e., desks, chairs, file and storage cabinets, will be made available for use by the Union. The equipment will be under hand receipt control and will be subject to regulations governing property accountability.

Section 20.04. The Employer agrees to provide reasonable space, and to advise the shop steward of the area which is granted, on each official bulletin board, to include electronic versions, in each organization area (area where employees report in and out) for the exclusive use of the Union. The Union is responsible for posting, maintaining and removing material on bulletin boards. The Union agrees that posted or distributed literature will not violate any law, applicable provisions of this agreement, or the security of the Employer, and also agrees to assume responsibility for the contents of material posted or distributed by its representatives.

Section 20.05. Subject to current regulations of appropriate authorities, the Union will be granted permission to use facilities in the conduct of their membership drive(s).

ARTICLE 21 - PUBLICIZING THE AGREEMENT

Section 21.01. The Employer agrees to publish this agreement and any amendments and supplements thereto and to furnish a copy to all Unit employees. Management personnel supervisors and new Unit employees. The Union shall be furnished 25 copies of this agreement for internal use and provided an electronic copy. The cost of priming the agreement shall be borne by the Employer.

Section 21.02. The final agreement and any amendments or supplements thereto will be jointly reviewed by rep representatives of Management and the Union prior to submission to the printer.

ARTICLE :22 - VOLUNTARY WITHHOLDING OF DUES

Section 22.01. The Employer will deduct dues from the pay of employees of the Unit who are members of the Union and who voluntarily authorize such deductions on SF 1187, which will be supplied the employee by the Union. The following requirements will apply:

- a. The employees must be members in good standing and the President or Secretary-Treasurer of the Union will certify the amount of dues to be withheld.
- b. Allotments may be submitted at any time and will be effective at the beginning of the first full pay period after receipt of the SF 1187 provided the request is received by the Employer three full workdays prior to the beginning of the pay period. If an employee is determined not to be in the Unit, the original of the SF 1187 will be returned to the Secretary-Treasurer.
- c. The amount certified will remain unchanged until the President or Secretary-Treasurer certifies to the Employer that the amount of the regular dues has changed. The Employer's Payroll Administrator will withhold the new dues on the first complete pay period for which deductions are made, or at a later date if requested by the Union. Changes in dues may not be made more frequently than once each twelve (12) months.
- d. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered dues.
- e. In the event money is to be recouped from the Union for dues erroneously collected, the Employer will notify the Union in writing three (3) full pay periods in advance of the proposed recoupment.

Section 22 .02. The President or Secretary-Treasurer of the Union will promptly notify the Employer in writing within five working days when a member is expelled or suspended. The Union will notify the employee simultaneously with notification to the Employer. The Employer will terminate the allotment for the employee effective the first complete pay period after receipt of the notification.

Section 22.03. An employee who wishes to terminate his/her allotment must submit an SF 1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues), available from the Payroll Administrator of the Employer. Dues may not be revoked by the employee for a period of one year after the effective date of the withholding. The SF 1188 must be received prior to 1 September of the calendar year. When the SF 1188 is not available, a written revocation, in duplicate, will be accepted. The Employer will notify the Union of the revocation of an allotment by a member by forwarding the duplicate of the written revocation as soon as it is received by the Comptroller. The allotment will be discontinued at the beginning of the first full pay period after 1 September provided the one-year period identified above has been satisfied.

Section 22.04. An employee's voluntary allotment will be terminated by the Employer's Payroll Administrator, beginning the first pay period following the pay period in which any of the following occur:

- a. Loss of recognition by the Union.
- b. When the employee leaves the Unit as a result of any type of separation, transfer, or other personnel action (except temporary promotion within the bargaining unit or detail).
- c. Separation of the employee from Federal service.
- d. Receipt by the Employer's Payroll Administrator of written notification from the Union that the employee has been expelled or suspended.
- e. When this agreement providing for dues with holding is suspended or terminated by an appropriate authority outside DOD.

Section 22.05. The Employer's Payroll Administrator will forward remittance checks payable to NFFE 178, P. O. Box 178, Gunpowder Branch, APG, MD 21010, after each payroll period for which deductions are made pursuant to the voluntary allotments.

- a. The remittance checks will be accompanied by a listing of the names and amounts withheld.
- b. The list will also include the names of employees whose allotments have been permanently or temporarily stopped and the reason therefore. e.g., separation, LWOP, insufficient income during pay period, etc.

Section 22.06. The Union is responsible for purchasing SF 11 87 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues), distributing it to eligible members desiring to authorize an allotment for withholding of dues from their pay, and educating its members on the voluntary allotment program for payment of dues.

ARTICLE 23 - LABOR MANAGEMENT TRAINING

Section 23.01 . UNION-SPONSORED TRAINING.

- a. The Employer agrees to grant 300 hours administrative leave each contract year for Union-sponsored training to be used at the discretion of the Union. Administrative leave for this purpose will not exceed 24 hours for any employee during any contract year. If

additional leave is required by the Union, a request will be forwarded to the appropriate local Management official for approval.

- b. The Union shall officially notify the Employer of such training for approval of administrative leave. Employees who are eligible under this agreement to attend such training sessions will secure prior approval from the Employer by submitting a written request for leave at least 15 workdays, if possible, in advance of scheduled meeting. The written request will contain a statement as to the purpose of the leave and the content of the program on which training is to be given.
- c. Administrative leave will not be granted if the purpose of the employee's attendance is to train or inform him/her concerning solicitation of membership and dues, and other internal organization business.

Section 23.02. NO -UNION SPONSORED TRAINING. Bargaining, Representation, and daily relationships are enhanced by the education of all parties concerned. The Union will be allotted up to 80 hours of administrative leave in a calendar year (not to exceed five (5) days per any one individual) to attend training which if of mutual benefit to the Employer and the Union. The request for consideration will contain information about the training course, course description, and other pertinent information. Confirmation of attendance will be provided the Employer upon the official's return to duty. Any costs of approved training will be borne by the Union.

ARTICLE 24 - DISCIPLINARY AND ADVERSE ACTIONS

Section 24.01. Disciplinary and adverse actions, as defined in this article, mean formal written reprimands, suspensions, removals, furlough without pay for thirty (30) days or less, and reductions in pay or grade.

Section 24.02. For purposes of this agreement discipline as divided into three types:

- a. Formal written reprimands:
- b. Suspensions of fourteen (14) days or less:
- c. Suspensions of more than fourteen (14) days, removal, furlough without pay for thirty (30) days or less, or reductions in pay or grade.

Section 24.03. Disciplinary adverse actions against employees must be based on just cause, be consistent with applicable rules and regulations, be fair and equitable, and timely-initiated by the official proposing the action.

Section 24.04. Prior to issuing a proposed notice of disciplinary action, the official issuing the notice, or his/her designee, will normally conduct a preliminary investigation to obtain pertinent facts relating to the circumstances generating the disciplinary action. If necessary in developing the facts, the investigation will include a discussion with the affected employee. The employee who is the subject of the investigation is entitled, upon request, to Union representation at investigative meetings where the employee is present and which are conducted by the Employer. The employee does have eight working hours to prepare for an investigative meeting.

Section 24.05. Employees issued a notice of proposed disciplinary action will be advised in the notice of their rights regarding the proposed action. The employee and his/her representative if any, including a Union representative, will be given the opportunity to review the material used to support the charges. A reasonable amount of duty time will be granted the employee and/or the representative, if a Unit employee, to prepare an answer to the proposal. Time limits for the employee's response may be extended upon the employee's written request citing the reasons for requesting an extension. Every effort will be made to approve reasonable requests for extension.

Section 24.06. The following rights apply to the types of discipline specified in Section 24.02 above:

a. Formal Written Reprimand:

- (1) An advance written notice stating the specific reasons for the proposed reprimand:
- (2) At least five (5) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer
- (3) Representation by a Union representative, an attorney, or other representative:
- (4) A written decision and the specific reasons therefore, at the earliest practicable date;
- (5) To grieve the decision, if adverse, through the negotiated grievance procedure contained in this agreement. The written decision shall advise the employee of this right.

b. Suspension of 14 days or less:

- (1) An advance written notice stating the specific reasons for the proposed suspension:

- (2) At least ten (10) workdays to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer:
- (3) Representation by a Union representative, an attorney or other representative:
- (4) A written decision and the specific reasons therefor, at the earliest practicable date:
- (5) To grieve the decision, if adverse, through the negotiated grievance procedure contained in this agreement. The written decision shall advise the employee of this right. The effective date of the suspension will not be earlier than ten (10) workdays after receipt of the decision by the employee.

c. Removal, Suspension for More than 14 days, Furlough Without Pay for 30 days or less, or Reduction in Pay or Grade (Adverse Actions):

- (1) At least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action:
- (2) At least ten (10) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer:
- (3) Representation by a Union representative, an attorney or other representative;
- (4) A written decision and the specific reasons therefor at the earliest practicable date:
- (5) The effective date of the decision will not be earlier than ten (10) workdays after receipt of the decision by the employee:
- (6) To appeal the decision, if adverse, under either the negotiated grievance procedure or to the appropriate office of the Merit System Protection Board (MSPB) but not both. The written decision shall advise the employee of this right and of the appropriate MSPB office as well as the name and duty phone of the Union President.

Section 24.07. The following statement will be included on proposed disciplinary action letters:

"I do () do not () desire NFFE Local 178 be provided a copy of this letter."

Employee's Signature

A copy of the proposed letter will not be provided the Union unless the employee so advises in writing.

ARTICLE 25 • GRIEVANCE PROCEDURES

Section 25.01. This procedure is the only formal procedure available to the employees of the Unit and the parties to this agreement for processing grievances within its scope and shall extend to all matters except as identified in a., b., c, and d below:

- a. Those excluded by Public Law 95-454: namely the following:
 - (1) Claimed violations relating to prohibited political activities:
 - (2) Retirement, Life Insurance, or Health Insurance:
 - (3) Suspensions or removals effected in the interest of national security:
 - (4) Any examination, certification, or appointment:
 - (5) The classification of any position which does not result in the reduction in grade or pay of the employee.
- b. Those which provide a statutory option in PL 95-454 to an aggrieved employee.
 - (1) Section 2302 (b)(I) - Prohibited personnel practices
 - (2) Section 4303 - Unacceptable performance
 - (3) Section 75112 – Removal, suspension for more than 14 days, reduction in grade. reduction in pay, furlough of 30 days or less.

An aggrieved employee affected by any of these actions has the option of grieving the action under the negotiated grievance procedure or the statutory procedure, but not both. An employee is deemed to have exercised his/her option at such time as the grievance is initialed under the statutory procedure or timely filed in writing under the negotiated grievance procedure, whichever occurs first.

c. Removal and/or termination actions involving temporary employees.

D. Removal/separation actions involving probationary employees for performance related reasons. The parties also recognize that removal/separation actions involving probationary employees for non-performance related reasons do not have to be supported by the same burden of proof that would apply to non-probationary employees.

Section 25.02. The Employer and the Union desire that all employees in the Unit be treated fairly and equitably and recognize the importance of settling disputes promptly, fairly, and in an orderly manner. It is intended that grievances be resolved at the lowest level possible, and the Employer and the Union agree to work toward this end. In exercising the right to present a grievance case, employees and employee representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 25.03. It is the intent of the parties to this agreement that any grievance pursued in accordance with this article shall be fully discussed at each step, with the view in mind of effecting an equitable settlement. In this regard, the Union and the Employer will work together to assure that all grievances of either party are discussed with each other prior to either party taking the matter elsewhere for resolution, provided that the party who has requested to enter into such discussions makes him/herself available within a reasonable time. Every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack. Each party will ensure that its representatives do not submit frivolous grievances or use the grievance procedure as a harassment tactic against the other party.

Section 25 .04. A grievant and his/her representative, if Unit employees, will be given a reasonable amount of official time for preparation and presentation of a grievance during grievance proceedings, if they are otherwise in an active duty status.

Section 25.05. Employees, regardless of what capacity they are serving, must make advance arrangements with their supervisors for use of official time.

Section 25 .06. A Grievant may terminate a grievance at any time by giving notice to the Employer or the Union as appropriate.

Section 25.07. Any employee or group of employees may personally present a grievance and may have the grievance adjusted without representation by the Union provided that the Union shall be given the opportunity to be present at all discussions in the grievance process. However, the Union representative may intervene only if the adjustment is inconsistent with the agreement, appropriate regulations or law. The Union will be notified at the same time and in the same manner of the final decision as is the grievant(s).

Section 25.08. Only the Union or a representative approved by the Union may represent employees in a grievance. Approval for representation by an individual who is not an employee in the Unit will be given to the Employer in writing by the President, or the acting President, or the executive committee, of the Union as may be appropriate.

Section 25.09. When a grievance involves the interpretation of higher authority regulations (Major Commands above SBCCOM or MRICD) an interpretation will be obtained from the proponent of the regulation prior to either party invoking arbitration. The proponent authority (if Department of Army or below) will be requested to provide the interpretation within forty-

five (45) days of the written request. The arbitrator will be bound by the interpretation unless, in situations involving DA or its subordinate commands, the Union can show by a preponderance of evidence that under a like situation, the proponent authority has interpreted the regulation in an inconsistent manner. If an interpretation is not provided by DA or the subordinate command within the time frame requested above, arbitration may proceed.

Section 25.10. A grievance will be initiated within fifteen (15) calendar days after the occurrence of the matter resulting in the grievance, except when it is reasonably established that the grievant was not aware of the circumstances that are the basis of the grievance or was prevented from presenting a timely grievance by circumstances beyond the grievant's control. In such cases, the grievance must be filed within fifteen (15) calendar days of the date that the grievant learned of the matter out of which the grievance arose.

Section 25.11. In processing grievances under this Article, the parties are mindful that a significant number of Management officials involved are physically located off the installation. In this regard, where grievance processing involves transmittal of correspondence to distant locations, grievances will be timely submitted by the Union or the grievant to the attention of the appropriate Management official. Management's time limits will not start, in such cases, until five (5) workdays after the grievance is formally submitted to CPAC for assistance. In addition, to facilitate grievance processing, personal meetings between the parties will not be required and grievance meetings may be conducted by other means. e.g., conference telephone calls. In this regard, Management officials will be free to designate activity officials in the Edgewood Area to represent them with full authority to provide a binding grievance decision to the employee and/or the Union.

Section 25.12. The following procedures are established for the resolution of grievances:

- a. Informal Grievance. (Complaint or inquiry stage) The informal grievance shall first be discussed between the grievant (and steward or representative if the grievant so chooses) and the immediate supervisor and/or the lowest level Management official with authority to render a decision or to act on the matter. If the grievance is not within the authority of the immediate supervisor to answer, he/she will find out who does have the authority to respond and make arrangements for a meeting with the grievant or/or steward. An oral decision will be given to the grievant and representative within three (3) workdays after presentation of the grievance. A written decision will be presented to the grievant and to the representative within five (5) workdays after presentation of the grievance. The written decision will normally be a memorandum for record and will be worded so as to be clearly communicated and easily understood. The memorandum for record will state the nature of the grievance, the remedy sought, findings, the conclusions reached and the course of action to be taken. The memorandum for record will include a statement indicating the grievant's rights to submit a formal grievance to the appropriate Management official, if the matter was not resolved. If the decision rendered or the action proposed is not acceptable, the

employee or the Union may continue the matter by initiating a formal grievance (Step 1).

b. Formal Grievance.

(1) Step 1: The grievant or representative will present the grievance in writing to the appropriate Management official within five (5) workdays after receipt of the memorandum for record or within five (5) workdays after the memorandum for record should have been received. The written grievance must contain as a minimum the following information:

- (a) A detailed statement of the grievance.
- (b) A concise statement of the remedial action or relief sought.
- (c) Evidence (documentary, if available) to support the grievance.
- (d) A copy of the memorandum for record prepared in the informal stage.
- (e) Signature of the grievant(s) (or the representative).

The recipient of the grievance will meet with the grievant and/or representative within five (5) workdays for the purpose of resolving the grievance. A written decision will be given to the grievant(s) within five (5) workdays after the meeting. If the decision is not acceptable to the grievant and the grievant wishes to continue the matter, Step 2 will be followed.

(2) Step 2. The grievant (or representative) will present the grievance in writing to the appropriate level Management official identified in Step 1 decision within five (5) workdays after receipt of the decision in Step 1. The written communication will contain all the information accumulated in the process to this stage. The appropriate Management official will meet with the grievant and/or representative within five (5) workdays for the purpose of resolving the grievance. A written decision will be given to the grievant within five (5) workdays after the meeting. If the decision is not acceptable to the grievant, and the grievant wishes to continue, Step 3 will be followed.

(3) Step 3. The grievant (or the representative) may present the written grievance to the appropriate Commander or that Commander's designee within five (5) workdays after receipt of the written decision from Step 2. The grievance will contain all the information accumulated through Step 2.

The Commander (or Designee) will meet with the grievant(s) and/or representative for the purpose of resolving the matter. The Commander (or Designee) will render a written decision to the grievant and/or representative within five (5) workdays after the meeting. If the decision is not acceptable to the

grievant, the Union may invoke arbitration, as provided in this agreement, within ten (10) workdays after receipt of the Step 3 decision.

c. If the grievance is initiated at an intermediate Management level so that three steps are not possible, the grievance process will terminate with the appropriate Commander.

Section 25.13. At each and every step of any grievance, both parties shall be permitted to call employees in the Unit as witnesses, providing the called employees have testimony which is relevant to the case. Such witnesses will be in a paid duty status, if serving during normal duty hours. The services and good offices of a Management employee relations specialist of the Civilian Personnel Office may be utilized by either or both parties in grievance resolutions.

Section 25.14. All time limits herein may be extended by mutual agreement of the grievant and the respondent. The failure of the respondent to observe the time limits for any step in the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the grievant to observe the stated or extended time limit shall constitute withdrawal of the grievance.

Section 25.15. Employer grievances will be submitted directly to the President of the Union. The parties will attempt informal resolution of the grievance within ten (10) workdays after submission. If no satisfactory resolution is reached within ten (10) workdays, the parties agree the Employer will be entitled to pursue the matter to arbitration.

Section 25.16. Prior to invoking arbitration the parties may mutually agree to request the services of the Federal Mediation and Conciliation Service in an attempt to effect a solution.

ARTICLE 26 • ARBITRATION

Section 26.01. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the matter may be referred to arbitration, provided either party submits a written request for arbitration to the other party. A request for arbitration must be provided the Union or Employer as appropriate, within ten (10) workdays following receipt of the written decision (third step), or conclusion of mediation attempts if mediation is used.

Section 26.02. The parties will meet within five (5) workdays from the date of receipt of the arbitration request to attempt to define the issues to be arbitrated and to develop the case file. If agreement is reached on both matters the information will be forwarded to the permanent arbitrator selected by the parties from the listing provided by the Federal Mediation and Conciliation Services (FM&CS), If no agreement is reached, notification to the arbitrator will be limited to a request for his/her services.

Section 26.03. If either party is dissatisfied with the permanent arbitrator after any case has been completed another permanent arbitrator may be selected or an arbitrator will be selected on a random basis from a standing panel of individuals provided by the FM&CS.

Section 26.04. The arbitrator's fee and expense shall be borne solely by the losing party in the arbitration matter. The arbitrator will be instructed to specifically identify whether the grievant was sustained or not sustained. Further, the Employer and the Union shall share equally any mutually agreed upon arbitration expenses beyond the basic arbitration costs.

Section 26.05. The arbitration hearings shall be held at the Edgewood Area, Aberdeen Proving Ground, Maryland, during the regular day shift hours of the normal basis workweek. The aggrieved employee, if an employee initiated grievance. Union representatives, and employees appearing as witnesses shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. Employee witnesses called by either party will be excused only to give testimony. Witnesses who are on duty on other than the day shift will have their tours of duty adjusted to insure their availability for testimony.

Section 26.06. Arbitration Process: The process to be utilized by the arbitrator may be one of the following, provided it is mutually agreed to by the parties. If agreement cannot be reached, the third method described below will be utilized.

- a. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).
- c. A submission to arbitration hearing can be used when a formal hearing is necessary to develop and establish the facts relevant to the issues. In this case, a formal hearing is convened and conducted by the arbitrator.
- d. A mini -arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision, confirmed in writing, without written opinion.

Section 26.07. Arbitrator's Authority and Responsibility:

- a. The arbitrator shall have the authority to resolve any questions of arbitrarily and to rule on the interpretation and application of this agreement and on the application of pertinent

laws and regulations of appropriate authority, subject to the provisions of Section 25.09. Article 25. "Grievance Procedures".

b. Any arbitrarily issues will be considered at the beginning of the arbitration hearing. If possible, the arbitrator will issue a decision on such issues prior to proceeding to the merits of the case. In the event the arbitrator cannot instantly decide the arbitrarily issue, he/she will proceed to the merits of the case. However, the arbitrator will not discuss or issue a decision on the merits of the grievance unless he/she finds the issue arbitral.

c. The arbitrator shall have no authority to add or modify the terms of the agreement. He/she will make his/her own findings. This responsibility and duty will not be delegated to others in whole or in part without the knowledge and prior consent of both parties.

d. The arbitrator will reject the grievance if the party invoking arbitration fails either to appear at any scheduled hearing or to obtain a postponement. If rejected, the same incident may not be submitted at a later date. If the respondent to a grievance does not appear at the scheduled hearing the arbitration will proceed as scheduled.

e. The arbitrator's decision shall be mailed to the appropriate Employer and the Union no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

f. The arbitrator's decision shall be final and binding and the decision shall be effected unless appealed within time frames as specified in appropriate regulations and laws. Implementation of the decision will be delayed pending the outcome of any appeal.

ARTICLE 27 - HAZARD/ENVIRONMENTAL DIFFERENTIAL PAY

Section 27.01. When the Union determines that a local work situation warrants coverage under payable categories of 5 CFR 550.904, the Employer will be notified, in writing, of the work situation and nature of the exposure so as to show clearly that the hazard, physical hardship, or working conditions which result from that exposure, is of an unusual nature and is not practically eliminated by safety procedures and devices required by the DA Safety and/or Industrial Hygiene Programs. Within a reasonable amount of time (normally about fifteen (15) working days) from the receipt of the Union's position, the parties will meet for the purpose of consulting on the issue. If the Employer's decision on the matter is not acceptable to the Union, it may request the Employer to submit the case to Department of Army for resolution.

Section 27.02. When the Employer determines that a local work situation within the Unit, which is presently receiving hazard/environmental differential pay, is such that it should be excluded from coverage under 5 USC 5343(c) and 5 CFR 550.904, the Employer will notify the Union of the work situation and the justification for exclusion from coverage. Within a reasonable

amount of time (normally fifteen (15) working days) from the receipt of the Employer's position the parties will meet for the purpose of consulting on the issue. The Employer will take into consideration the Union's viewpoint before making a final decision.

Section 27.03. When the Employer or the Union determines that there is a need to propose additional categories to USC 5343(c)(4) and 5 CFR 550.904. Subchapter 58-7, for which a hazard/environmental differential should be paid, it will notify the other party of the proposed changes and include information showing:

- a. The nature of the exposure so as to show clearly that the hazard, physical hardship, or working conditions which result from that exposure, is of an unusual nature.
- b. The degree to which the employee is exposed to the hazard, physical hardship or working condition.
- c. The period of time during which the exposure will continue to exist.
- d. The degree to which control may be exercised over the physical hardship, hazard, or working condition.
- e. The rate of environmental differential recommended to be established. Within a reasonable amount of time (fifteen (15) working days) from the receipt of the proposal, the parties will meet for the purpose of developing a Joint request to establish the new category. If the parties cannot agree upon a joint request, either or both may send individual requests through the appropriate channel established in USC 5343(c)(4) and 5 CFR 550.904.

ARTICLE 28 - POSITION DESCRIPTIONS

Section 28.01. Each employee is entitled to a complete and accurate position description, which accurately reflects the duties of the position, shall be reviewed by the supervisor annually, The phrase "performs other duties as assigned" in the employee's position description shall be in accordance with appropriate laws and regulations.

Section 28.02. In cases where application of new classification standards will result in downgrading of positions occupied by employees in the Unit. Position Classification Specialists will meet with the Union at their specific request (at a mutually acceptable time) prior to the effective date, to discuss the basis for the proposed action. Once each month, the Employer will advise the Union of new or revised classification standards received during the report period which affects Unit employees.

ARTICLE 29 - POSITION CLASSIFICATION COMPLAINTS & APPEALS

Any employee in the Unit who feels that the duties being performed are outside the scope of the position description or that the position is inaccurately described or classified may orally request, through the supervisor, that the position description be reviewed. The Employer shall review the employee's duties and responsibilities to determine the accuracy of the job description in accordance with governing regulations, presently CPR 501.8. Upon completion of the review, the findings shall be discussed with the employee. If a satisfactory solution is not reached, the employee may file a classification complaint and/or appeal in accordance with appropriate laws and regulations.

ARTICLE 30 - EMPLOYEE ASSISTANCE AND SUBSTANCE ABUSE PROGRAM

Section 30.01. GENERAL. The Employer shall institute an effective employee assistance/substance abuse program meeting the requirements of applicable laws, regulations, and guidelines, Employee participation in the program shall be voluntary.

Section 30.02. POLICY.

- a. The Employer recognizes that substance abuse problems of an employee can interfere with an employee's job performance.
- b. The Employer acknowledges that such problems are treatable.
- c. If the supervisor reasonably suspects that the employee's performance is adversely affected by a substance abuse problem, the supervisor should refer that employee to the appropriate program counselor.
- d. Normally, an employee acknowledging substance abuse problems shall not be terminated without first having the opportunity to avail him/herself of professional help.
- e. If any employee commits an infraction resulting from substance abuse and is determined to be actively participating in the substance abuse program, consideration will be given to that employee's progress in the program before any disciplinary action is taken. It is incumbent upon the employee to bring program participation to the attention of Management in such circumstances.
- f. Management has an official interest in employees' private lives only to the extent that they impact on job performance. Therefore, if an employee's performance is unacceptable and a substance abuse problem appears to be a contributing factor the employee will be advised to seek professional assistance. Management will not attempt to explore underlying causes.

- g. Participation in the program shall not jeopardize an employee's job security, or the opportunity for promotion, except as limited by law or regulation.
- h. Sick leave may be granted for treatment or counseling sessions.

Section 30.03. CONFIDENTIALITY. All records and discussions will be handled in a confidential manner, as are other medical records, and will not become part of the employee's Official Personnel Folder.

Section 30.04. TRAINING. A representative of the Union will be given an opportunity to participate in local training related to the program where the subject matter is of concern to the Union.

ARTICLE 31 - INCENTIVE AWARDS

Section 31.01. The Employer agrees that the Union shall have one representative and one alternate on the Employer's Local Incentive Awards Committee. Only one of these representatives will participate at any time in deliberations and discussions with respect to planning the suggestion program, stimulating participation, establishing goals and targets and evaluating progress. The Union representative shall serve as a participating member of the Committee.

Section 31.02. Established goals and targets shall be used as guide lines and will not limit recognition of deserving employees.

ARTICLE 32 - ALTERNATE DISPUTE RESOLUTION

The ADR Act of 1996, mandated by Public Law 104-320 and implemented by DoD directive 5145.5 enables parties to foster creative, acceptable solutions, and to produce expeditious decisions requiring fewer resources than formal litigation. Labor and Management agree to work in the spirit of partnership to seek, adopt and utilize ADR-based solutions to issues, which arise from the implementation of this contract. Use of these mutually agreeable ADR-based solutions will not diminish or negate the Article 25 grievance procedures of this contract. If ADR is chosen, the time limits in section 25. 10 for initiation of grievances will be suspended as long as ADR process is on-going.

ARTICLE 33 - ORIENTATION OF EMPLOYEES

Section 33.01. ORIENTATION OF NEW EMPLOYEE. A Union official will be provided the opportunity to meet privately on official time with new employee(s) to introduce him/herself and to explain the role of the Union.

Section 33.02. MONTHLY LIST OF NEW EMPLOYEES. The Employer shall furnish the Union, the following information regarding all new employees of the Unit:

- a. Full name.
- b. Position title and grade.
- c. Organizational assignment and telephone number.
- d. Professional or non-professional series.

ARTICLE 34 - UPWARD MOBILITY

The Employer may establish an Upward Mobility Program in consonance with the following:

- a. Definition, Upward Mobility is a systematic management effort which focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level employees (below GS-09 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.
- b. Program Provisions.
 - (1) The Program will provide developmental opportunities to lower level employees which go beyond normal staff improvement practices.
 - (2) Upward mobility opportunity will be made available on a nondiscriminatory basis.
 - (3) The Program will use a systematic, structured approach with well-defined objectives.
 - (4) The Program shall make maximum use of skills and potential of employees currently in the agency's workforce. It is not a new-hire program, does not guarantee anything except an opportunity, and is not to be limited to any one occupational area.
 - (5) The Program shall provide for career development counseling. This counseling will come from an appropriate source and will be made available to upward mobility applicants and trainees upon request.
 - (6) The following will not be considered a part of the Upward Mobility Program:

- (a) Career Intern Program .
- (b) Cooperative Education Programs.
- (c) Student Employment Program.
- (d) Training for normal staff development or to improve performance in an employee's assigned job.
- (e) Outside recruitment programs.

ARTICLE 35 - MUTUAL OBJECTIVES

Section 35.01. EQUAL EMPLOYMENT OPPORTUNITY. The Employer and the Union agree to cooperate in actively promoting the concept of equal employment opportunity for employees. Such cooperation will extend to the development and aggressive administration of an EEO Affirmative Action Plan.

Section 35.02. ENERGY CONSERVATION. The Employer and the Union agree to observe and support the principles of energy conservation and will encourage Unit employees to fulfill their responsibilities in this area.

Section 35.03. PRODUCTIVITY. It is agreed that more efficient use of resources will result in increased productivity. To this end, every reasonable effort will be made to reduce waste, conserve materials, safeguard employees' health, prevent accidents, and encourage on-the-job improvements.

Section 35.04. EMPLOYEE ASSISTANCE AND SUBSTANCE ABUSE. Substance abuse is recognized as a disease by the Employer. The Union and medical and public health authorities. The Employer and the Union agree to promote programs designed to keep all employees informed of the inherent dangers of alcohol and drug abuse and to promote early identification and treatment of affected employees through installation facilities or at other facilities available in the community.

Section 35.05. BOND AND COMBINED FEDERAL CAMPAIGNS. The Employer and the Union recognize that the installation is authorized to encourage participation in bond drives and to solicit funds under the Combined Federal Campaign. The Union and the Employer agree to encourage employees as individual citizens and as members of the community to participate and contribute voluntarily to these programs.

Section 35.06. BLOOD DRIVE PROGRAM. The Employer and the Union agree to encourage Unit members to participate in the Blood Drive Program.

Section 35.07. DISABILITY AWARENESS PROGRAM. The Employer and the Union agree to support the Disability Awareness Program, which is designed to assist qualified disabled individuals to be considered for Federal employment consistent with their level of skills and abilities and their capacity for safe and efficient job performance. Emphasis will be placed on ability rather than disability.

Section 35.08. MISSION CHANGES . The Employer will work in partnership with the Union to identify and discuss foreseeable future changes to the Employer's mission. The intent is to inform the employees of future career and job opportunities in the organization and identify relevant training that should be mutually beneficial to the employee and Employer.

Section 35.09. PERFORMANCE RATING. The Employer and the Union agree that it is required for employees to be assigned performance standards for a minimum of 120 days prior to establishing a performance rating. The Employer will take proactive measure to ensure that this requirement is accomplished.

ARTICLE 36 - MID-CONTRACT NEGOTIATIONS

Section 36.01. The parties recognize that mid-contract negotiations may be necessary, due to such reasons as:

- (a) changes to personnel policies, practices, and matters affecting working conditions of Unit employees.
- (b) omissions to contract or.
- (c) the need for existing contract language modification(s).

If this occurs, either party may initiate a request for negotiations. Negotiations may include the change itself, or if the change/action is not negotiable, its impact upon the employees and the procedures for implementing the change may be negotiated.

Section 36.02. Any change action, of the type cited above, initiated by either party will be negotiated as necessary with the other party. A conscientious effort will be made by the parties to reach agreement on the matter without having to resort to negotiations prior to implementation. Failing to reach agreement on a proposal which would affect a retained Management right, the change may be implemented provided that at least thirty (30) calendar days have elapsed since the matter was first discussed with the Union, the Employer has been available for meetings/discussions during this period, and in the Employer's opinion further delay in implementing the change/action would be detrimental to the successful accomplishment of the mission, project, job, or the Government's interests. The parties to this agreement recognize that situations may arise where a mandatory action may be required within a time frame which would not permit discussion. In such instances the Union President

or his designee will be apprised of the requirement, advised that the action will be taken and, if the Union desires, will be discussed: or the Union will be provided the opportunity for bargaining, as appropriate, recognizing that any agreement subsequently reached will not negate the action taken.

Section 36.03. Negotiations will be conducted at the written request of either party. The written request shall state the specific subject to be negotiated and the person or persons who will represent the requesting party. Within ten (10) calendar days after receipt of the request the parties will meet to develop the ground rules which will govern negotiations. The number of negotiators for the parties may vary, depending on the number and complexities of the issues being discussed, however, the parties recognize the right of each party' to have equal representation at negotiations.

Section 36.04. Unit employees, serving as members of the Union negotiating team, will be on official duty time during negotiations if they are otherwise in an active duty status to the extent their number does not exceed the number of Employer representatives present. No employee may be paid overtime for participating in negotiations.

Section 36.05. This agreement is subject to reopening only as follows:

- a. Amendments may be required because of changes made in applicable laws, executive orders. Or regulations issued by appropriate authorities after the effective date of this agreement. The parties will meet for the purpose of negotiating language that will meet the requirements of such laws, executive orders, or regulations. Amendments agreed to will be duly executed by the parties and become effective the 30th day after the date they are approved by the parties involved. It is agreed to schedule the first meeting for negotiating the amendments within a reasonable time (not to exceed 30 days) after receipt of the notification of the desire to amend the agreement. No changes shall be considered other than those directly related to the subject of the requested amendments.
- b. Upon written notification by either party within thirty (30) days prior to each anniversary date to negotiate new issues not heretofore contained in this agreement. Requests for reopening must be in writing and must include a summary of the language proposed and the reasons therefor. The parties shall meet within fifteen (15) days after receipt of such notice to discuss the issues involved in such request. If negotiations are agreed upon they shall begin within thirty (30) days. No changes shall be considered except those bearing directly on the subject matters originally brought to issue.

ARTICLE 37 - DURATION OF AGREEMENT

Section 37.01. This agreement shall be effective the 30th day after the date it is approved by the reviewing authority. If the reviewing authority fails to approve or disapprove the agreement within the 30 day period prescribed by law, the agreement shall take effect on the 31st day after its execution.

Section 37.02. After this agreement has been effective for three (3) years, it will remain in full force and effect from year to year thereafter unless either party shall notify the other party in writing not more than 105 days and not less than 60 days before the expiration date of this agreement, commonly called the "open period", of its desire to modify or terminate this agreement. If either party gives notice to the other party, such notice will clearly state the portion desired for renegotiation. Representatives of the parties will meet within thirty (30) days from the receipt of said notice and commence negotiations of ground rules and applicable portion(s) of the contract unless mutually agreed otherwise. The terms of the existing contract will remain in force during such negotiations.

Section 37.03. Amendments or new issues agreed to by both parties shall be reproduced and distributed by the Employer.

Section 37.04. The waiver of any condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.