

## **ARTICLE 1**

### **PURPOSE**

SECTION 1 – 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 relationship between the parties.

SECTION 2 – The intent of this agreement is:

- a. To promote and improve efficiency in the accomplishment of the mission of the Employer.
- b. To ensure 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**

**Adverse Actions** - Employer actions based upon misconduct, unacceptable performance, or a combination of both. They may also be based upon non-disciplinary reasons such as medical inability to perform or furlough. These actions consist of removals, suspensions, reprimands, and reductions in grade or pay.

**Amendments** - Modification of the basic agreement to add, delete, change portions or sections of an article of an agreement, can be resolved by a neutral, third party.

**Arbitration** - Arbitration is a process in which disputes arising under an agreement, over the application or interpretation of provisions in a collective bargaining contract, or over the terms of a new agreement, can be resolved by a neutral, third party.

**Confidential Employee** - An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of Labor-Management Relations.

**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 does not necessarily result in agreement between parties.

**Days** - Unless otherwise stated, means calendar days.

**Details** - A detail is a temporary assignment of an employee to perform duties not covered by the official job description.

**Disciplinary Actions** - Disciplinary actions fall into two categories: informal disciplinary actions (oral admonishments and written warnings) and formal disciplinary actions (letters of reprimand, suspensions, involuntary reductions in grade or pay, and removal).

**Exclusive Labor Organization** - A labor organization that has been selected as the representative body, in a secret ballot election, by a majority of the employees in an appropriate unit who cast valid ballots in an election.

**Federal Labor Relations Authority (FLRA)** - The Federal Labor Relations Authority is established and codified under statute by 5 USC 7101-7135. The FLRA is an independent agency responsible for administering the labor-management relations program for all federal employees worldwide. Its mission is to promote stable and constructive labor-management relations that contribute to an efficient and effective government.

Federal Mediation and Consultation Service (FMCS) - Created by Congress as an independent agency of the United States Government in 1947. The primary responsibility of the Federal Mediation and Conciliation Service has been to promote sound and stable labor-management relations by providing mediation assistance in contract negotiation disputes between employers and their unionized employees.

Formal disciplinary actions - Formal disciplinary actions consist of written reprimands, suspensions, involuntary reductions in grade or pay and removals. Formal disciplinary actions are initiated by supervisors, with advice and assistance on appropriate penalties and other pertinent concerns from the servicing Civilian Personnel Advisory Center (CPAC). The CPAC staff will assure appropriate oral or written coordination with the Labor Counselor on all formal disciplinary actions.

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.

Impasse - The inability of the representatives of the employer and the union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Informal disciplinary actions - Informal disciplinary actions consist of oral admonitions and written warnings and are taken by the supervisor on his/her own initiative in situations of a minor nature involving unacceptable behavior.

Management Rights - Rights reserved to management officials by § 7106(a).

Merit System Principals - Protections and guarantees enumerated under 5 USC 2301 and 2302.

Merit System Protection Board (MSPB) - Established by the Civil Service Reform Act of 1978, the Board serves as guardian of the federal government's merit-based system of employment, principally by hearing and deciding appeals from federal employees on removals and other major personnel actions. The Board also hears and decides other types of civil service cases, reviews significant actions and regulations of the Office of Personnel Management, and conducts studies of the merit system.

Negotiability Dispute - A disagreement between the parties as to the negotiability of an item or items.

Negotiations - 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 overall intent towards arriving at a formal agreement.

Reduction in Force (RIF) – A RIF exists when the agency release a competitive employee from their competitive area by a furlough of more than 30 days, separation or a change to lower grade.

Supplements - Additional articles negotiated during the term of the basic agreement.

Unfair Labor Practice (ULP) - Any act that is defined in 5, USC 7116.

Union Management Meetings - Meetings that are held on a scheduled or as needed basis for communicating and/or exchange of views.

Union Officials and/or Representatives –

- a. UNION OFFICIALS - any accredited official of the Labor Council, Fraternal Order of Police Lodge 116F
- b. UNION OFFICERS - Any duly elected member of Labor Council, Fraternal Order of Police Lodge 116F.
- c. STEWARDS - individuals appointed by FOP Lodge 116F to represent the local and the members of the bargaining unit.
- d. REPRESENTATIVE - A union member other than officer or steward designated to act on behalf of the union.

## **ARTICLE 3**

### **MEET AND CONFER PRIVILEGES**

SECTION 1 – The Employer will not unilaterally change any provision of this contract or implement any new regulations or practices that impact conditions of employment which are within the discretion of the Employer without affording the Union the opportunity to bargain the impact and implementation of the change to the extent consistent with law and regulation. This includes, but is not limited to, such matters as safety, training, labor management cooperation, employee services, methods of adjusting grievances, leave practices, merit promotion plan, change to lower grade, pay practices, reduction-in-force practices, hours of work and appropriate arrangements for employees adversely affected by the impact or realignment of work forces or technological change.

SECTION 2 – It is recognized that certain matters involving working conditions have not been specifically covered in this agreement, but this does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not otherwise covered in this agreement.

SECTION 3 – The Employer agrees that any benefit, practice or understanding now in effect will not be changed during the life of this agreement unless such change is negotiated by the Parties except for those benefits, practices and understandings that are contrary to any law, regulation or published policy and Executive Orders or Public Law 95-454.

SECTION 4 – The Parties will meet and negotiate during normal business hours unless the Parties agree to other conditions. The Parties agree to meet at reasonable times for discussion of matters of mutual concern. Discussions may be informal, such as between an Employer representative and Union stewards, and take place as the need arises.

SECTION 5 – When discussions on any issue indicate a need for negotiations, and issues do not involve amendment of the agreement as provided in Article 33, a negotiation meeting will be scheduled within ten (10) calendar days.

SECTION 6 – It is agreed that matters appropriate for negotiations between the Parties include conditions of employment, which means personnel policies, practices and matters whether established by rule regulations or otherwise affecting working conditions.

SECTION 7 – For the purposes of this agreement, consultation and discussion will mean that the Employer will provide information to the Union regarding decisions and certain courses of action and will provide the Union an opportunity to comment on such matters in writing if they so desire. Unlike negotiations, consultation and discussion need not necessarily result in agreement or a written document.

SECTION 8 – Official time for negotiations will be given in accordance with Article 9. Union representation (up to 3 members of the bargaining unit), will be permitted official time to attend such negotiations. Nothing shall prevent the union from having an outside representative(s) present at such negotiations.

SECTION 9 – The Employer reserves the exclusive right and responsibility to manage the directorate and to direct the employees who may be subject to this agreement and to establish operating policies in order to fulfill its mission through policies, guidelines, regulations, Standard Operating Procedures (SOP), memorandums, etc. The Employer agrees to coordinate any new policy or change to an existing policy with the Union. The Union may, within 10 calendar days, request to negotiate concerning the impact of the change on unit employees, procedures to implement the decision, or other appropriate arrangements. Bargaining requests must be made in writing. The Employer will duly consider written comments substituted in place of a request to negotiate.

## **ARTICLE 4**

### **RECOGNITION AND DESIGNATION**

SECTION 1 – The Employer recognizes the Union as the exclusive representative of all employees in the unit, as defined in section 2, below. Such recognition shall continue as long as the Union is a representative of the employees under the criteria set forth for exclusive recognition by Title. The Union recognizes the responsibility of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures and other matters affecting their general working conditions, subject to any express limitations set forth elsewhere in this agreement.

SECTION 2 – The recognized unit to which this agreement is applicable, as defined by the Federal Labor Relations Authority, includes all police officers (083 series) employed by the Directorate of Law Enforcement and Security, U.S. Army Garrison, Aberdeen Proving Ground, Maryland, but excluding all management officials, supervisors, and employees described in Title 5, United States Code, Section 7112 (b). Subsequent references herein to “employee” or “employees” are understood to apply only to eligible employees of the recognized unit represented by the Union.

## **ARTICLE 5**

### **MUTUAL RIGHTS AND OBLIGATIONS**

Section 1. The Employer and the Union agree to comply with Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454) and all other pertinent provisions of the Act.

Section 2. In the administration of all matters covered by this Agreement, the Employer, the Union, and the employees are governed:

- a. By existing or future laws and by the regulations of appropriate authorities, including policies set forth by the Office of Personnel Management;
- b. By published agency or Government-wide policies and regulations in existence at the time this Agreement was approved; and
- c. Executive orders and subsequently published agency or Government-wide policies and regulations which do not conflict with the Agreement, which are, agreed to supplemental written Agreement, which are, required by law to be applicable to prior existing Agreements, or which are authorized by the terms of a controlling Agreement at a higher agency level.

## **ARTICLE 6**

### **EMPLOYER RIGHTS AND OBLIGATIONS**

SECTION 1 – The employer retains the right, in accordance with applicable laws and regulations, to:

- a. Determine the mission, budget, organization, and numbers of employees and internal security matters.
- b. Hire, assign, remove, reduce in grade or take other disciplinary action against such employees.
- c. Assign work, make determinations with respect to contracting out and determine the personnel by which agency operations shall be conducted.
- d. Make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.
- e. Take whatever actions may be necessary to carry out the DoD's mission during emergencies.

SECTION 2 – The Parties recognize that section 7106(b) (1) of the Civil Service Reform Act provides that an agency and labor organization may negotiate, at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods and means of performing work.

SECTION 3 – The Employer's general power to promulgate the rules and regulations will be guided by the intent and spirit of the Civil Service Reform Act and shall not abrogate or nullify the rights of the Union provided herein.

SECTION 4 – The Employer will assure that there will be no discrimination or favoritism in the selection, reclassification, downgrade, promotion, or reassignment of employees as defined by rule, law or regulation.

SECTION 5 – The Employer will recognize representatives of the Union in accordance with this agreement, Public Law 95-454, and any other applicable laws and regulations. The Employer shall annually inform all employees of their right to Union representation at any examination of any employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

SECTION 6 – The Employer will equally apply the provisions of this agreement and all regulations to all employees of the unit.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS**

SECTION 1 – In accordance with Section 7102 of the Act, each unit employee shall have the right to form, join or assist the Union, or refrain from such activity, freely and without fear of penalty or reprisal and shall be protected in the exercise of such rights. The rights include the right to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, Congress, or other appropriate authorities.

SECTION 2 – Nothing in this section shall require an employee to become or to remain a member of a labor organization except pursuant to a voluntary written authorization for the payment of dues through payroll deductions.

SECTION 3 – The Union is responsible for representing all employees in the unit without discrimination and without regard to membership in this labor organization.

SECTION 4 – The Employer shall take such action consistent with law or with directives as may be required in order to assure that employees are apprised of the rights and privileges in the Act and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in any labor organization. The Employer agrees that all provisions of this agreement, and the agency regulations and policies shall be applied fairly and equitably to all employees in the unit.

SECTION 5 – Employees are expected to comply with all lawful orders of supervisory personnel. If an employee reasonably believes that an order violates a law, rule or regulation, the employee may respectfully bring that belief to the attention of the supervisor. If the supervisor confirms the order, the employee will follow it. The employee may subsequently raise the issue through the negotiated grievance procedure. Employees should direct conflicts to management personnel. Normally, the employee is expected to follow the last order issued.

SECTION 6 The Employer will make every reasonable effort to discuss sensitive issues between a supervisor and employee in private. During meetings that are considered to be an examination or investigation, if the employee feels that disciplinary action may occur, they are entitled to union representation in accordance with Article 10, Section 2(g). The employee needs to make their request for representation clear. Normal performance counseling is conducted for the purpose of informing the employee of their job performance. These sessions are not considered to be interrogatory in nature, therefore, do not give rise to representation even though issues such as quality or timeliness are discussed.

SECTION 7 If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the

Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right unless there is a pressing operational exigency.

## **ARTICLE 8**

### **UNION RIGHTS**

SECTION 1 – The Employer recognizes that the Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all bargaining unit members to the extent that the law and/or regulations require.

SECTION 2 – The Union shall be invited to formal meetings between one or more representatives of the agency and one or more employees in the unit concerning personnel policies or other general conditions of employment.

SECTION 3 – The Employer agrees that, subject to applicable security directives/entry control, Union representatives not employed by the Directorate will be permitted to enter the installation to conduct appropriate Union/Employer representational business.

## ARTICLE 9

### UNION REPRESENTATION

SECTION 1 – The Employer agrees to recognize the duly elected/appointed officers, stewards and national representatives of the Union. The Union agrees to submit to the Employer a list of officers and stewards and to update the names as changes occur.

SECTION 2 – The Employer agrees to recognize the representatives designated by the Union and further agrees that there will be no restraint, interference, coercion or discrimination against Union representatives because of duties lawfully performed under this agreement.

SECTION 3 – The Employer agrees to provide the recognized Union officers and/or stewards a reasonable amount of official duty time, without loss of pay or leave, to perform their official representative functions provided in this agreement and Title 5, United States Code, Sections 7102 and 7114. Use of official duty time for all representational purposes shall be documented on a form mutually agreed upon by the parties. (See Appendix A) Official duty time will be documented in the time keeping system, Automated Time Attendance and Production System (ATAAPS), by each Union official annotating their individual time card with the following codes accordingly:

- a. BA – Term Negotiations is defined as the time period in which the contract is open for negotiation.
- b. BB – Mid-Term Negotiations is defined as when the contract is in place. i.e. Impact and Implementation Bargaining (I&I) and/or Memorandum of Understandings (MOUs).
- c. BD – Labor/ Management Relationship is defined as formal meetings, Union specific training, and/or other instances that do not meet the definitions of the other three categories.
- d. BK – Dispute Resolution and Representational Rights for Grievances and Appeals is defined as preparations, presentation, and/or responding to any of the following: grievance, appeals, ULPs, and/or disciplinary actions. This category also covers Weingarten rights.

SECTION 4 – The Treasurer of the Union shall be allowed ten (10) hours of duty time, without loss to leave or pay, to be used at the discretion of the Treasurer, subject to mission requirements of the Employer, each calendar year for the duration of this agreement to prepare financial documents required by the Union to comply with public law and the Internal Revenue Service statutes.

SECTION 5 – The Employer agrees to grant one hundred and sixty (160) hours of official duty time each calendar year, not to exceed forty (40) hours per employee, for

Union sponsored training for employees designated by the Union to serve in representational capacities. This training must be mutually beneficial to both parties. The Union may schedule these sessions at its discretion, unless the date(s) selected would interfere with mission requirements of the Employer. In order for the employer to grant official time under this article, the Union agrees that:

- a. Official time is not authorized for such activities as solicitation of membership, collection of Employee's dues, campaigning for office, distribution of literature, lobbying legislative members or other matters pertaining to the internal business of the Union.
- b. At least fifteen (15) business days before the desired session date(s) provide the Employer with a formal written agenda to be covered during the training sessions. This agenda will include the topic(s) to be covered, the scheduled beginning and ending dates of sessions, subject and scheduled speakers.
- c. Upon completion of the training, the Union will provide the Employer with written certification of the employees in attendance at the session, using an agreed upon form for the certification. Failure of the Union to provide the necessary certification will result in the employee's attendance at the training being charged to annual leave or leave without pay, depending on the employee's leave balance.
- d. The Employer may authorize employees requesting official time above and beyond the forty (40) hours on a case-by-case basis.

SECTION 6 – The Employer agrees that the Union president and chief steward will not be arbitrarily moved from one station or shift to another station or shift. In cases where the Union president or a chief steward is temporarily moved from one station to another, that Union representative will be authorized to leave his/her work station to return to the station which he/she was temporarily moved to represent an Employee in the grievance process or other representational matter if that Union representative was initially involved in the issue. Prior to leaving his/her workstation, the Union representative will obtain the approval of his/her immediate supervisor.

SECTION 7 – The Union agrees that prior to performing appropriate business described in section 3, above, officers and stewards shall first request permission from the Employer. Permission will normally be granted unless such absences would cause an undue impact on the mission. The request for permission shall include a description of the nature of the business to be transacted and the approximate duration of the absence. If the officer/steward cannot be spared at the requested times, the Employer shall inform the officer/steward of the time that permission may be granted to leave his/her assignment. The officer/steward will report their return to duty to the Employer.

SECTION 8 – The Employer agrees that as part of their orientation, all new employees hired in a position included in the bargaining unit will be informed of the Union's

exclusive recognition and will be given a copy of the current negotiated agreement. This orientation will be in person, will be brief (15-20 minutes) and will be coordinated between the Union and the Employer. The Employer shall notify the Union of the duty and shift assignments of all newly hired unit employees.

SECTION 9 – The Employer agrees to consider the Union’s request for representation on appropriate U.S. Army Garrison committees involving the mutual interests of unit employees and the Garrison. If the Employer extends an offer to the Union for committee representation, the Union has the right to accept or decline the offer.

SECTION 10 – The Employer agrees to give the Union 6 hours of official time on Sundays twice a month to carry out their representational duties. Requests for official time must comply with Article 9, shall not disrupt the mission and shall be part of the normally scheduled work day.

## ARTICLE 10

### EMPLOYEE RIGHTS DURING INVESTIGATIVE PROCEEDINGS

SECTION 1 – Prior to any interrogation, the employee shall be notified of whether the interrogation involves a criminal matter or an internal disciplinary matter. To the extent the questioning involves a criminal matter; the employee will be afforded all applicable legal protections.

SECTION 2 – The following process will be used when questioning an employee relating to an administrative investigation.

- a. An employee can be ordered to cooperate in an internal administrative investigation to provide statements regarding matters that are specifically, directly and narrowly related to the employee's official conduct.
- b. An employee can be substantially disciplined or fired for refusing to cooperate and provide statements in an internal administrative investigation even after invoking Garrity rights.
- c. When an employee is summoned to, or during, any formal interview with the Employer, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him/her, the employee may invoke his/her Weingarten Rights and request a union representative to be present. The interview will be interrupted to permit the employee to confer with a union representative. The formal interview will then be rescheduled until appropriate representation can be arranged.

## **ARTICLE 11**

### **FACILITIES / BULLETIN BOARDS**

SECTION 1 – The Employer agrees to provide the Union with the office space on the installation based on the availability of such space. In the event that the facility is needed for mission requirements, the Employer will reasonably provide equivalent facilities on the installation. The Union will be given thirty days to relocate.

SECTION 2 – There will be no cost charged to the Union for the use of office space provided by the installation. The Union is responsible for the security of any office provided, and such security shall be maintained in accordance with appropriate regulations.

SECTION 3 The Employer agrees to provide two (2) telephone lines. The telephone lines shall have base, local use capabilities and commercial access. No calls will result in charges to the Employer. The Union may have an outside telephone installed and maintained at the Union's expense. The Union is solely responsible for the billing of any commercial phone, which is installed. The Union may utilize the Employer's copy machines, but will supply the paper used. A Local Area Network (LAN) connection with Internet access will be supplied to the Union by the Employer.

SECTION 4 The Employer agrees to provide administrative equipment, i.e., desks, chairs, tables, locking file and storage cabinets. The Employer also will provide a compatible computer for the Union's exclusive use. The equipment will be under hand receipt control and will be subject to regulations governing property accountability. The Union will be authorized reasonable use of audio-visual equipment (Use is restricted to representational purposes only and must be requested in advance and is subject to work priorities.) The Employer's internal mail service shall be available for use by the Union for communications between the Union and the Employer. Union will follow all rules and regulations for use of government facilities and property. Union mail will not be opened by non-Union officials, except security alerts pertaining to the installation.

SECTION 5 – The Union shall be allowed to use available meeting facilities when requested in a timely manner, to conduct appropriate Union/Employer business during duty hours. The Union shall also be allowed to use available facilities, when requested in a timely manner, to conduct internal union business outside of the duty hours of the participating employees.

## **ARTICLE 12**

### **PLACEMENT, RE-HIRE AND PROMOTION OF EMPLOYEES AFFECTED BY REDUCTION-IN-FORCE**

SECTION 1 – The Employer agrees to inform the Union of pending RIF plans as soon as possible, subject to restrictions as might be imposed by higher authority, at which time the Union may make its views and recommendations known concerning the implementation of such plans.

SECTION 2 – 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 3 – All career or career conditional unit employees who are affected by the RIF and cannot be retained at their current grade, or at a lower grade acceptable to them, will, if they desire, be registered under the appropriate priority placement program for all positions for which qualified and available. The names of all such persons shall be placed on the list in the following priority order:

- a. All career preference eligibles;
- b. All career non-preference eligibles;
- c. All career-conditional preference eligibles;
- d. All career-conditional non-preference eligibles.

SECTION 4 – All such unit employees will be given the fullest possible consideration for re-hire in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

SECTION 5 – In situations where an employee elects to take a change to lower grade in lieu of separation in a RIF action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided in applicable regulations.

SECTION 6 – In the event of a RIF affecting employees in the unit, the Union shall be provided the information listed below, except where prohibited by statutes, including the Privacy Act and Freedom of Information Act, and rules and regulations of higher authority. The Union agrees to protect the confidentiality of such information to prevent the disclosure of information personal to non-unit employees and to unit employees not affected by the RIF.

- a. Retention rosters. A computer printout of the applicable retention register will be provided to the Union prior to commencement of RIF mechanics.
- b. Computer List of Placements. A copy of the listing of RIF actions used by the Employer to prepare individual notifications to the affected employees will be provided to the Union in advance of issuance of the notifications to the employees. The listing will include the employee's name, grade, job title and series of current position and the grade, job title, series, organization of the position to which the employee will be assigned as a result of position change, reassignment, change to lower grade or other applicable RIF action, including separations. Upon completion of the RIF rework, and prior to issuance of any amended employee notifications, the Union will be provided the revised listing.
- c. Other pertinent papers relative to the RIF may be reviewed by the Union upon request.

SECTION 7 – The competitive area for RIF purposes will be the same as constituted on the effective date of the agreement and may be changed only when compelling circumstances require a change, after consultation with the Union.

SECTION 8 – Employees who receive a change to lower grade as a result of RIF and who are still employed within the Unit will be afforded special consideration for re-promotion to positions within the unit prior to competitive placement actions.

SECTION 9 – The Employer will notify the Union prior to notifying affected employees of counseling sessions in connection with their job abolishment. Employees will be advised of their rights to have a representative present at such counseling sessions.

SECTION 10 – Employees may be excused without charge to leave or loss of pay to participate in interviews when competition is for Federal positions within the commuting area (50 miles) when the employee is under notice of separation or change to lower grade for any reason except personal cause.

## **ARTICLE 13**

### **DETAILS**

SECTION 1 – A detail is the temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail. The Employer agrees that details to vacant positions within the unit shall be consistent with applicable instructions, laws, rules and regulations. The Employer agrees that the use of a detail in relation to all vacant positions within the unit shall be consistent with the spirit of the merit system, and where practical, details shall be rotated among well-qualified employees.

SECTION 2 – Any detail of more than thirty (30) days, or any detail expected to continue for more than thirty (30) days, shall be reported on Request for Personnel Action (RPA or SF-52) and be maintained as a temporary record in the Official Personnel Folder (OPF). The Employer will inform employee of the reason for the detail and the nature of the detail by providing a copy of the RPA to the employee.

SECTION 3— Details will be kept within the shortest practical time limits and a continuing effort will be made to secure necessary services through other appropriate personnel actions.

SECTION 4– The employee should submit an update to his OPF documenting duties performed while on detail. The OPF update should be reviewed, signed and dated by his supervisor.

## **ARTICLE 14**

### **PROMOTIONS WITHIN THE UNIT**

SECTION 1 – GENERAL - Promotions within the unit will be affected in accordance with Northeast Civilian Personnel Operations Center Merit Promotion Plan and applicable Equal Employment Opportunity Commission (EEO) and Office of Personnel Management (OPM) rules and regulations.

SECTION 2 – INFORMATION - The Employer will provide the Union access of all vacancies pertaining to GS-0083 through a computer, which allows effective communication with the Employer, located in the Union Office. All competitive announcements will be posted on [www.USAJobs.gov](http://www.USAJobs.gov).

SECTION 3 – PANELS - To qualify, all panel members should be in, or have served in positions that are in the same series or family of trades, which they are evaluating and should be at or have served in positions at the same or higher level of the position being evaluated. In addition, the rating panel may have access to the services of a personnel representative for advice and assistance. The results of all rating/ranking sessions will be documented and retained as part of the required promotion records. The Employer will assure that documentation is made and clearly describes the basis for the decision made.

SECTION 4 – GRIEVANCES - Union representatives who have been designated by an employee in writing shall be permitted to review documents used in evaluating all involved bargaining unit candidates for promotion if a question or complaint arises concerning the filling of a vacancy. Documents will be sanitized of Privacy Act information prior to release. The representative will contact the Civilian Personnel Advisory Center (CPAC) within five (5) work-days after notification of action concerning consideration for a Unit vacancy for an appointment with the Human Resources Specialist (HRS) 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 HRS.

## ARTICLE 15

### JOB DESCRIPTIONS AND POSITION COMPLAINTS

SECTION 1 – In any case where action is proposed to modify the job description of any member in the unit to the extent that either the title, series or grade of a job will be affected, the proposed change will be discussed with the employee by the Employer and with a union representative, if requested, prior to the effective date of the action. Adequate time will be afforded the employee to obtain a representative in such case. However, nothing in this section precludes other union representation when the Union feels such action is warranted.

SECTION 2 – An employee filing a position classification complaint may elect to use the procedure described below, or may file directly with the Department of Defense (DoD) or directly with Office of Personnel Management (OPM).

- a. Any employee in the unit who feels that his/her position is improperly rated or classified may initiate an oral position classification complaint individually, or with the assistance of the Union. The complaint will be submitted to the Employer. The Employer will meet promptly with the employee and the Union to discuss the matter and explain the basis upon which the job has been classified. Such discussions will include an explanation as to how the title, series and grade were reached and, in accordance with legal and regulatory requirements and will pertain to pertinent factors as listed in the appropriate classification standard.
- b. An employee has the right to be helped in preparing an oral classification complaint or position classification appeal by a Union representative of his/her choosing. If the nature of the complaint requires that the Employer conduct a “DESK AUDIT,” a union representative may be present at the audit.
- c. The results of the oral complaint meeting and/or subsequent “DESK AUDIT” will be discussed by the Employer with the employee and his/her union representative. The Employer, not later than fifteen days after the date of the final oral complaint meeting will issue a written decision. The decision will outline the results of the audit, if one was conducted, and address any pertinent job description accuracy issues. The decision will include the Employer’s final job classification determination stating the proper title, series, grade and pay plan. The decision will inform the employee of his/her further right to appeal and the procedures to follow in the event the employee remains dissatisfied with the decision.

SECTION 3 – Each employee, upon hire, will be furnished with a copy of his/her job description.

SECTION 4 – The Union will be furnished a copy of specified job descriptions within the unit when required in connection with position description complaints. Related classification standards are available on-line at [www.opm.gov](http://www.opm.gov).

SECTION 5 – Each employee is entitled to a complete and accurate job description that shall be reviewed by the supervisor annually. The Employer agrees that work assignments to employees in the bargaining unit shall normally be reasonably related to work described in the respective job descriptions. The phrase “Performs other duties as assigned,” shall be construed to mean those duties which occur from time to time but do not constitute a major duty.

SECTION 6 – In cases where application of new classification standards will result in downgrading of positions occupied by employees in the unit, the servicing CPAC specialist will meet with the Union at their specific request prior to the effective date to discuss the basis for the proposed action. The Employer will advise the Union when new or revised classification standards affecting unit employees are received.

## **ARTICLE 16**

### **TOURS OF DUTY, SHIFTS AND SCHEDULES**

SECTION 1 – All full time Police Officers will continue with their currently existing Compress Work Schedule (“CWS”). A CWS is a method of establishing individual work schedules that allows employees to work eighty (80) or more hours in a biweekly pay period in few than ten (10) days. Current tours of duty normally will not be changed unless they are subject to collective bargaining. Exceptions may be made where an employee’s schedule would create an adverse impact to the mission which as a suspension from the Individual Reliability Program (IRP). Total work hours will be equal between all members of the Bargaining Unit to the greatest extent possible between all assignments.

SECTION 2 - Police Officer duty assignments will be specified by management. Reassignments will be based on mission needs and will take in consideration individual employee requests. Shift assignments will be filled on a seniority basis whenever possible.

SECTION 3 - Nothing in this article shall preclude the Employer from transferring employees in support of unique circumstances such as special skill or knowledge needed for a particular mission. Employer may reassign employees based on the needs of the organization with a clear showing that the reassigned employee has a special skill or knowledge needed for a particular mission.

SECTION 4 - Reassignments will be effective at the beginning of a pay period, unless exigent circumstances demand immediate action. The Employer will normally notify employees in writing at least seven days prior to a management directed reassignment. The employee may waive this notification period.

SECTION 5- It is agreed that temporary management directed reassignments shall be used to meet temporary needs of the agency and will be made in accordance with appropriate laws and regulations. In the event that a change in schedule has lasted longer than four pay period, the Parties will meet to discuss and if necessary, negotiate, over a permanent change.

SECTION 6- Employees may request hardship voluntary reassignments in writing. For the purpose of this article, the Parties agree that hardships are extremely unusual situations that place legitimate and serious difficulty upon the employee. It is not interpreted as meaning an inconvenience to an employee such as attendance at school or outside employment. Hardship cases will be considered on an individual basis and will be given careful consideration.

## **ARTICLE 17**

### **PREMIUM PAY**

ARTICLE 1 – The Employer agrees that premium pay will be in accordance with all applicable laws and regulations (Fair Labor Standards Act, Title 5, United States Code). Depending upon the shift to which an employee is assigned, an employee may qualify to receive the following types of premium pay: Sunday differential, holiday pay, overtime pay and night differential pay.

SECTION 2 – Currently, Police Officers under the GS-0083 series are on a special salary rate under Pay Table 983S, commensurate with applicable OPM regulations and guidance.

## **ARTICLE 18**

### **OVERTIME PAY**

**SECTION 1 – GENERALLY:** Overtime is defined as any work in excess of an employee's regularly scheduled tour of duty. An employee that is assigned to a compressed work schedule would be compensated overtime for hours worked in excess of 80 hours per pay period. Employees shall be paid all overtime at a rate of no less than one and one half times the employee's regularly rate unless the employee makes an election for compensatory time in lieu of overtime.

**SECTION 2 – MANDATORY OVERTIME:** In the event of an emergency or lack of volunteers necessary to meet mission requirements, the employee will be given the maximum extent of notification possible. If employee is called back to work a minimum of 2 hours of overtime will be paid in accordance with applicable rules and regulations. Annual leave that has been approved prior to the notification will not be cancelled unless mission requirements dictate their presence. A roster will be maintained by the shift commander to hold employees over on a rotational basis. Supervisors will implement the use of involuntary overtime in the event of an emergency or lack of volunteers necessary to meet minimum manning requirements. A roster will be maintained by the shift commander to hold employees over on a rotational basis. Once held over, an employee will go to the bottom of the list. Employees will be briefed at roll call of the next three employees in line for hold over. The names will be placed in seniority order IAW Article 19.

**SECTION 3 – VOLUNTARY OVERTIME:** Whenever it becomes apparent overtime will be needed, a list shall be prepared by the appropriate supervisor indicating the number of days available, dates and times. The list will be made available for a sign-up period during which each employee may choose a day to work. In a situation where there is a conflict, overtime will be granted to the employee on a first come, first serve basis. An email message may be utilized in the event prior notice was not available. Every effort will be utilized to fill requirements on a voluntary basis

## **ARTICLE 19**

### **SENIORITY**

SECTION 1 – The Employer agrees that an employee’s seniority shall be determined as follows:

- a. Primary consideration - Length of time in the Department of Army as a “0083” job series.
- b. Secondary consideration – Service Computation Date (SCD) for leave accrual purposes.
- c. Third consideration – An average of the last three performance appraisals.
- d. Final consideration – in event of a tie for all three considerations, a coin flip will be administered.

SECTION 2 – To accommodate and give equitable and fair treatment and consideration, the following considerations shall be validated in the following manner to determine an employee’s seniority.

- a. The SCD for leave will be validated by the most recent SF50 of the employee’s Official Personnel File (OPF). The SCD is located in block 31 of the SF50, “Service Comp. Date (leave)”. Employee with the most time will be given higher seniority preference.
- b. Should there be a tie for both primary and secondary considerations, then the employee’s average of the last three performance appraisals will be used, during a 4-year period.
- c. Should there be a tie for all three considerations, then a coin flip will be administered. Coin flip will be administered by having both a management official and union official participating. Ground rules can be determined for each coin flip

## **ARTICLE 20**

### **ROLL CALL AND SHIFT BRIEFINGS**

SECTION 1 – Roll calls are the first, and quite often the only, group meetings of the workday. These meetings are a tool to be used by all participating employees to begin each workday in an informed manner. Since it is necessary to relieve the off-going shift, it is incumbent upon each employee to prepare himself/herself physically and mentally to extract the utmost in the allotted time.

SECTION 2 – Each employee will be required to report for roll call at the designated time prior to the beginning of the employee's assigned shift. Management agrees to pay the employee at the overtime rate for this pre-shift activity when the employee is required to report early.

## **ARTICLE 21**

### **TRAINING**

SECTION 1 – It is mutually agreed that both internal and external training opportunities consistent with job-related goals may be afforded to employees. It is agreed that to the maximum extent possible, management will provide such opportunities consistent with available resources. Each employee will have the opportunity to develop a job related Individual Development Plan (IDP) for career development. Such a plan may include goals, which are consistent with the existing and projected needs of the Agency and the employee. As one means of providing developmental experience, employees may request a detail to learn new skills.

SECTION 2 - Posting of Opportunities: General training opportunities for Police Officers will be briefed during roll call and provided via email to the union.

SECTION 3 – Annual Discussion: The supervisor and employee will annually discuss the training needs to the individual and the needs to the Employer and the developmental potential aspirations of the employee.

SECTION 4 - Training Certificates: Employees are responsible for providing certificates of any training course to the Police Training Division to be placed in the employee's DES Training Folder. Employees are responsible for updating their resume to reflect any additional training.

SECTION 5 – Agency will attempt to schedule mandatory training within the employee's regularly scheduled tour of duty to the maximum extent possible.

## ARTICLE 22

### PERSONNEL FILES

SECTION 1 Supervisors should have certain types of information regarding the employees they supervise, such as, job description, performance plans/rating, disciplinary/adverse action backup materials, training, counseling information and pending personnel actions. Employees have the right to see and initial notes concerning performance or conduct, and may review the contents of their work folder upon request. These documents will be maintained in accordance with appropriate regulations.

SECTION 2 – Employees should contact the Civilian Personnel Advisory Center (CPAC) if they have questions about their Official Personnel Folder (OPF). OPFs are no longer available to review at the CPAC as all OPFs have been uploaded to an electronic database named: eOPF” that can be accessed at the following online web address: <https://eopf1.nbc.gov/army>.

SECTION 3 – Employees will be notified by e-mail when documents are added to their eOPF. If you have a Government e-mail address, it has already been updated in your eOPF record. Employees without a Government e-mail address may contact the CPAC to provide a personal e-mail address for notification purposes. Employees who do not have e-mail access can contact their first line supervisor or CPAC to obtain further information about receiving notifications when documents have been added to their eOPF.

SECTION 4 – If further assistance is needed logging into eOPF, please send an e-mail to: [eOPF\\_hd@Telesishq.com](mailto:eOPF_hd@Telesishq.com) or call 1-866-275-8518.

## ARTICLE 23

### NEGOTIATED GRIEVANCE PROCEDURE

#### SECTION 1 –

- a. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. The negotiated procedure shall be the exclusive procedure available to the Union, the Employer and the employees in the bargaining unit for resolving grievances which fall within its coverage except as provided in section (b) (1-10) below. Any employee or group of employees in the bargaining unit may present their grievances to the Employer and have them adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the agreement and the exclusive representative has been given the opportunity to be present at the adjustment. Any questions between the parties concerning whether the matter being grieved is within the coverage of this article, or where the statutory appeals procedure exists, may be referred to an arbitrator for a decision.
  
- b. A grievance is defined to be any dispute between the Employer and the Union or any employee or employees covered by this agreement which pertains to any matter involving the interpretation or application of (1) this agreement or (2) published policies and regulations of the Federal Personnel Manual, Department of Defense, Department of the Army and the command authorities of employees covered by this agreement which concern personnel policies, practices and matter affecting working conditions. Grievances and conditions of employment are further defined and outlined in 5 USC 7103(a)(9) and (14), with the exception of:
  - (1) Any claimed violation of matter relating to prohibited political activities.
  - (2) Retirement, life insurance or health insurance.
  - (3) A suspension or removal for national security matters under 5 USC 7532.
  - (4) Any examination, certification or appointment, to include new employees serving under a probationary or trial period.
  - (5) Classification of any position that does not result in the reduction in grade or pay of an employee.
  - (6) Any matter for which statutory appeals exists, except as defined in subparagraph "c" below. Questions that cannot be resolved by the

Parties as to whether or not a grievance is a matter for which statutory appeals procedure exists may be referred to arbitration for a decision.

- (7) Separation of employees serving a probationary period.
  - (8) Separation of an employee serving under any type of time-limited appointment.
- c. Actions which provide a statutory option in Title 5 U.S.C. to an aggrieved employee are:
- (a) Section 2302(b)(1); prohibited personnel practices
  - (b) Section 4303; unacceptable performance
  - (c) Section 7512; removal, suspension for more than fourteen days, reduction in grade, reduction in pay, furlough of thirty days or less.

Any aggrieved employee may elect to process an adverse action, as defined by 5 USC 7512, or a matter concerning unacceptable performance, as defined by 5 USC 4303, either under this negotiated grievance procedure or through procedures established by the MSPB, but not both. Bargaining unit employees that are affected by a Reduction in Force (RIF) must use the negotiated grievance procedure unless discrimination is alleged. An employee shall be deemed to have exercised his/her option for one of the procedures described above at such time as he/she timely files under either procedure, which ever comes first.

SECTION 2 – 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 ensure that all grievances of either Party are discussed with each other prior to either Party taking the matter elsewhere for resolution, provided the other party who has requested to enter into such discussions makes him/herself available within a reasonable time. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance should not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the Employer. It is intended that differences be resolved at the lowest possible level and the Employer and the Union agree to work toward this end. In this connection, a full discussion of problems between the Parties is encouraged before a determination is made by either Party to invoke use of these procedures. In exercising the right to present a grievance case, employees and employee representatives shall be unimpeded and free from restraint, coercion, discrimination or reprisal. Each Party will ensure that its representatives do not submit frivolous grievances or use this grievance procedure as a harassment tactic against the other Party.

SECTION 3 – When full discussion of problems between the Parties does not result in a resolution, the following procedures will be observed in seeking a formal resolution. All time limits adopted herein are intended to prevent delays in correcting the conditions that give rise to grievances, but may be extended by mutual agreements. Otherwise, failure of the Employer to observe the stated limits for any step in the procedure shall entitle the Union or employee to advance to the next step. Failure of the Union or employee to observe the stated time limits shall constitute withdrawal of the grievance.

- a. STEP ONE – Grievances resulting in a one time act or decision must be initiated within twenty-one days following such act or decision. The grievance must be filed within twenty-one days following the written notification of such act or decision. Grievances resulting from continuing conditions may be initiated at any time. Grievances must be initiated and identified as grievances and will contain the following:
  - (1) A description of the grievance and the date filed, as well as the date of the alleged occurrence or incident/action being grieved.
  - (2) A statement of the remedial action or relief sought.
  - (3) A summary of the result of the informal discussion.
  - (4) A statement of the reason why the remedy should be granted.
  - (5) The name of the Union representative designated to handle the grievance.

Within fourteen days after receipt of the grievance, the Division Chief shall meet with the Union representative to attempt resolution of the grievance. If the grievance is employee initiated, the employee may be present at the meeting if the employee desires. The Division Chief shall render a written decision to the Union within fourteen days after the close of the meeting(s). If the decision is not acceptable to the grievant or the Union, the grievance may be advanced to the next step.

- b. STEP TWO – The grievance shall be submitted in writing to the Director, Emergency Services, or the person acting in that capacity, providing he or she was not the deciding official in Step One, within fourteen days after receipt of the decision rendered in Step One. The Director, or the person acting in that capacity, shall arrange to meet with the aggrieved employee, and/or Union, and the Employer in an effort to reach a satisfactory settlement. The Director, or the person acting in that capacity, shall render a written decision to the Union within seven days after the close of the meeting(s). If the decision is not acceptable to the grievant or the Union, the grievance may be advanced to Step Three.
- c. STEP THREE – The grievance shall be submitted in writing to the Commander, U.S. Army Garrison, Aberdeen Proving Ground (ATTN: Director, Civilian

Personnel Advisory Center) within fourteen days after receipt of the decision rendered in Step Two. Within fourteen days of receipt of the grievance, the Commander, or designee, will coordinate a meeting to discuss the grievance with the President and other appropriate officials of the Union, the aggrieved employee, and the appropriate management officials. The Commander's decision shall be rendered to the Union within fifteen days after the close of the meeting(s). If the decision is not acceptable to the grievant or the Union, the grievance may be submitted to binding arbitration in accordance with the provisions of Article 24, Arbitration.

SECTION 4 – At all stages of the grievance process, or while the grievance is pending arbitration, all Parties to the grievance have a continuing obligation to seek resolution of the grievance. Additionally, the Employer and the Union can reopen the record at any time to consider additional relevant information or evidence, or interpretations thereof, in order to attempt a settlement. If an Employee or Union grievance is sustained at any level, any derogatory information in official files regarding the issue will be expunged.

SECTION 5 – At each step of the grievance procedure, the Parties may call a reasonable number of witnesses who have testimony relevant to the grievance. Members of the unit appearing as witnesses while in a duty status shall not suffer loss to leave or pay.

SECTION 6 – The Employer shall provide the Union with the pertinent information from official records that it may request, or permit review of such records, to aid in resolving specific grievances insofar as permissible without violating law, rules, or regulations.

SECTION 7 – In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION 8 – In the case of disciplinary actions, the Union and the Employer agree that individual identical grievances will be joined at Step Two and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision therein will be binding on all others in the related grievance.

SECTION 9 – Reasonable time during work hours will be made available for unit employees and unit union representatives to discuss and present grievances, including attendance at grievance meetings with officials of the Employer. Individuals attending grievance meetings will be allowed official time for the duration of scheduled meetings.

SECTION 10 – An employee has the right to present a grievance on their own behalf. The union has the right to be present during the grievance proceeding.

SECTION 11 – Grievances between the Union and the Employer shall be processed in the following manner:

- a. UNION GRIEVANCES – The Union may initiate a grievance on an issue that crosses divisional boundaries or impacts more than one employee by submitting it in writing to the Director, Emergency Services. The timelines and requirements for a Union Grievance will be the same as the ones set forth in Section 3(a) of this Article. After which, the Union President, or designee, will meet with the Director, or designee, within fourteen days of the written submission. The Director, or designee, will render a written decision within fourteen days after such meeting. If the decision is unacceptable to the Union, the matter may be submitted to arbitration in accordance with Article 24 of this agreement.
- b. EMPLOYER GRIEVANCES – The Employer may initiate a grievance by submitting it in writing to the Union President. The representative of the Employer and the Union President, or designee, will meet within fourteen days of the written submission. The Union President will render a written decision within fourteen days after such meeting. If the decision is unacceptable to the Employer, the matter may be submitted to arbitration in accordance with Article 24 of this agreement.

#### SECTION 12 – GRIEVANCE MEDIATION

- a. When either Party has invoked arbitration, the Parties may mutually agree to participate in “Grievance Mediation.” If mediation is requested, the Parties will jointly request the services of the Federal Mediation and Conciliation Service (FMCS).
- b. In mediation, relevant persons, that shall not exceed four persons for each Party, shall represent the Parties.
- c. The parties agree to use the guidelines for grievance mediation established by the FMCS.
- d. If the Parties voluntarily reach a settlement, they will be bound by the settlement as if it were a grievance/arbitration decision. If no settlement is reached, the moving Party may proceed to arbitration by notifying the other Party in writing within fourteen days. The grievance will be set for arbitration pursuant to Article 24 of this agreement.

## **ARTICLE 24**

### **ARBITRATION**

SECTION 1 – In the event the decision on a grievance processed under the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Either the Employer or the Union may invoke arbitration within twenty days following receipt of the final decision on the grievance under the negotiated grievance procedure by informing the other Party in writing of their intent to invoke arbitration.

SECTION 2 – Within seven workdays from the date of invocation, the Parties separately or jointly will request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. Regardless of which Party submits the request, the Parties will split the cost of the Request. The Parties agree that the requesting party shall specifically request a panel of seven impartial arbitrators. All seven shall be from the Metropolitan area, as well as an attorney and a member of the National Academy of Arbitrators. When the request is filed, a copy shall be provided to the other concerned party.

The Parties shall meet within five workdays after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and shall repeat this process. A coin flip shall determine which Party strikes first. The remaining person shall be the duly selected arbitrator. The moving Party must notify FMCS of the arbitrator selected within seven workdays of the date selected.

SECTION 3 – Prior to the notification of the selection of a specific arbitrator, the Parties shall meet for the purpose of defining the issues to be arbitrated. If agreement can be reached, the issue(s) to be arbitrated, the Articles and Sections of the Agreement, the grievance, and the decision at each step, and any other information as agreed to by the Parties, shall be forwarded to the arbitrator upon his confirmation of the appointment.

SECTION 4 – It is expected that arbitration hearings shall normally be held during normal duty hours of the regularly scheduled workweek. In this connection, employee appellants or grievants and employees who are in a duty status and serving as representatives shall be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave. Employee witnesses shall be made readily available to participate in arbitration proceedings when called and if in a duty status shall not suffer loss of pay or charge to annual leave when participating.

SECTION 5 –

- a. All parties to this Agreement recognize time is of the essence in arbitration proceedings and that all rights, interests, and claims under this Agreement shall be pursued with the utmost diligence. Arbitration, therefore, shall be held as soon as possible after the selection of an arbitrator. Requests by either Party for

postponement after agreement on a hearing date shall be made only for good and sufficient reason.

- b. Any fees, costs, or penalties charged by the arbitrator by reason of cancellation or postponement of any hearing shall be borne in full by the Party to this Agreement requesting the postponement or cancellation.
- c. The parties will request that arbitrability issues be considered at the beginning of the arbitration hearing. If possible, the arbitrator will issue a decision on such issues prior to proceedings to the merits of the case. The arbitrator will not issue a decision on the merits of the grievance unless he/she finds the issue arbitral.

SECTION 6 – The decision of the arbitrator shall not change, modify, alter, delete or add to the provisions of the Agreement.

SECTION 7 – The arbitrator will be requested to render their decision as quickly as possible, but within thirty calendar days after the conclusion of the hearings unless the Parties otherwise agree.

SECTION 8 – The Union agrees to identify to the Employer, not later than seven days before the scheduled hearing date, those employees whom the Union intends to call as witnesses, so that work schedules may be adjusted if possible for those employees. It is the intent of the Parties to call relevant witnesses and to ensure that the Emergency Services mission would not be hindered.

SECTION 9 – The arbitrator's fee and expense shall be borne solely by the losing party in the arbitration. The arbitrator will be instructed to specifically identify whether the grievant was sustained or not sustained or in an arbitrability issue, whether or not the issue is arbitral. Any arbitration expenses beyond the basic arbitration costs, such as hearing transcript, is the responsibility of the party requesting the service. The only expense that will be split by the Parties, regardless of which party requested the service, is the cost of the transcript.

SECTION 10 – Not later than 10 days before the date of the scheduled arbitration, the parties will exchange the following information:

- A restatement of the issues the party wishes to have heard by the Arbitrator;
- A list of expected witnesses;
- Joint exhibits

The parties agree that it is desirable to clarify issue(s), identify the witnesses, and agree on joint exhibits where possible.

SECTION 11 – The arbitrator’s decision shall be final and binding and the decision shall be affected unless appealed within the required time frames. Implementation of the decision will be delayed pending the outcome of any appeal.

## ARTICLE 25

### SAFETY AND HEALTH

SECTION 1 – The Union agrees to cooperate with the Employer in safety programs and encourages all employees to observe safety programs and encourages all employees to observe safety regulations. Any unsafe condition shall be reported to the Employer for investigation and action. The Employer has an obligation to take prompt and appropriate action if the unit works in an area that requires special safety equipment, the employer shall furnish same, as determined by the Army safety officer.

SECTION 2 – An employee who is injured or suffers an occupational disease in the performance of his/her duties can be compensated in accordance with applicable rules and regulations. The Employer agrees to counsel the employee on the procedures for filing claims and the benefits to which they are entitled. A claimant will be permitted to be represented by a union official or other person on any matter pertaining to an injury occurring in the line of duty. The claimant shall authorize this representation in writing.

SECTION 3 – The Employer agrees to process claims for injury compensation in accordance with rules issued by the Office of Worker's Compensation Program (OWCP), in accordance with the Federal Employee's Compensation Act (FECA). It is agreed that unit employees who incur a job-connected injury or occupational disease will complete the appropriate form (CA-1 for injuries; CA-2 for occupational disease) in a timely manner. Injuries must be reported within two calendar days of the incident, if the employee is incapacitated because of his/her injury or occupational disease, the Employer will prepare the appropriate form on the employee's behalf. In all cases where the employee completes a CA-1 or CA-2 form, the Employer will timely complete the Employer's portion of the CA-1 or CA-2 and ensure that any known witness to the accident provide signed statements. The Employer will ensure that any injury reports are provided expeditiously to the OWCP. Notification of an employee's supervisor concerning the employee's status will be the same as for sick leave. Employees will submit form CA-17 as expeditiously as possible in order to aid in resolving work status.

SECTION 4 – A unit employee will receive pay without charge to leave for the time required obtaining emergency treatment during his/her regular tour of duty in the day when the injury occurs. Any employee injured on duty will receive all services and benefits provided for under applicable regulations. Injured employees will normally be evaluated at the closest Federal facility and provided treatment, if appropriate. When directed by medical authorities, time spent during normal duty hours for medical and x-ray examinations will be compensated in accordance with applicable law and regulation.

SECTION 5 – If an employee of the unit is transferred to another shift while on compensation, the employee may request return to the previously assigned shift by making a request in writing to the Division Chief upon the employee's return to duty. The Division Chief or designee will reply to the request in writing within seven days.

SECTION 6 – Upon return to work, the Employer may assign an employee duty commensurate with the instructions of the physician of record and the occupational health physician having Federal status for review and approval as appropriate. The assignment, as determined by the supervisor, must reasonably meet the mission of the Employer and must be available. The Employer will make reasonable accommodations in accordance with applicable laws and regulations for a period of no less than one year.

SECTION 7 – The Employer agrees that in accordance with applicable instructions, the policy of APG is to utilize to the extent practicable those unit employees who are medically restricted (temporary or permanent) for as long as their services can be used effectively and will not cause further harm to themselves or others. The Employer shall make reasonable efforts to utilize unit employees within the directorate. The procedures set forth in applicable instructions shall be applied to both on-the-job and non-job-related illnesses or injuries that require medical restrictions.

## **ARTICLE 26**

### **OCCUPATIONAL HEALTH EXAMINATIONS**

SECTION 1 – In accordance with applicable laws, rules and regulations of higher authorities, the physical qualifications of the Police Officer positions are set forth in the Army Regulation 190-56, The Army Civilian Police and Security Guard Program, and associated publications, whether now in effect or published subsequently. If a change in standards occurs, the union will be notified.

SECTION 2 – All bargaining unit employees will be required to undergo an annual physical examination in accordance with regulatory guidance. Such physical examinations will be performed at the Kirk U.S. Army Health Clinic (KUSAHC), Aberdeen Proving Ground, Maryland. If complete physical examinations cannot be performed at the KUSAHC, individuals may be referred to another Federal medical facility. These examinations will be scheduled at the discretion of KUSAHC.

SECTION 3 – When an annual physical examination discloses a medical condition, which in the opinion of the examining physician is permanent and will prevent the employee from performing the full range of his/her assigned duties, appropriate administrative action, as determined by management, will be taken. The employee retains the right to have such findings reviewed by his/her private physician at his/her expense. The employee will be given a reasonable opportunity to obtain and present this additional medical information before an administrative action shall be grievable under the provisions of Article 26 of this agreement. An employee who elects this option shall be fully responsible for all expenses incurred and shall provide the Federal Medical Officer with a copy of the complete examination record, including the results of any laboratory or other diagnostic procedure performed in conjunction with the examination. Where there is a significant difference of medical opinion, the Employer or employee may request a medical review of findings from an independent Federal Medical Officer for final determination. The differences of medical opinion shall be a proper matter for review in any subsequent grievance, appeal, or arbitration concerning the matter.

SECTION 4 – In addition to an annual physical examination, employees may be directed to take a fitness-for-duty physical examination as necessary and appropriate in accordance with the terms and conditions set forth in the Code of Federal Regulations. Examinations will be performed at no charge to the employee and will be in accordance with all appropriate regulations. Employees who refuse to take a fitness-for-duty examination may be subject to disciplinary action.

SECTION 5 – The Agency agrees that Employees may be entitled to reasonable accommodations in order to comply with the requirements of this Article. Such accommodations will be in accordance with all applicable laws, rules and regulations.

## **ARTICLE 27**

### **DRUG AND ALCOHOL RELATED INCIDENTS**

SECTION 1 - The Employer and the Union recognize that alcohol and drug abuse is a serious problem. Further, the Employer and the Union recognize alcohol and drug abuse as a condition that is preventable and treatable and at some time may affect the health, work performance and conduct of some of its employees. The Employer is committed to providing employees with appropriate alcohol and drug abuse treatment/rehabilitative consideration consistent with current Federal regulatory guidance. The Employer and the Union agree that any administrative action taken for alcohol and/or drug related incidents shall be in accordance with current Federal regulatory guidance and provisions cover under Article 31 of this agreement.

#### **SECTION 2- Alcohol Abuse**

Employees who suspect that they may have an alcohol problem are encouraged to voluntarily seek counseling/information by contacting Army Substance Abuse Program (ASAP) program coordinator directly or their supervisor, or their union representative, who in turn will refer the individual to ASAP in accordance with governing regulations. Such request for diagnosis or treatment by the employee will not in itself jeopardize his/her job rights or job security. However, if retention in a duty status might result in a breach of security, damage to government property or personal injury, appropriate administrative action may be taken in accordance applicable laws and regulations.

#### **SECTION 3- Drug Abuse/Urinalysis**

The Employer and the Union agree that drug use/abuse is a serious problem and that on or off duty use of illicit drugs is incompatible with the duties and responsibilities of a Police Officer and a Federal civil service employee. The Office of Personnel Management has designated positions which "authorize the incumbent to carry firearms", as Test Designated Positions and are subject to DA Civilian Drug Testing program as defined in AR 600-85 and as supplemented by local policies and procedures. As a condition of employment, employees will be required to submit periodically to drug testing in the form of urinalysis as determined by the ASAP Program. Employees with confirmed positive test results will be advised of locally available counseling/rehabilitative services. A confirmed positive test will be a basis for removal of an employee from their position.

#### **SECTION 4- Drunk and/or Drugged Driving**

The Employer and the Union recognize and that drunk and/or drugged driving may warrant appropriate administrative action. Administrative actions are defined in AR 190-56 and Article 31 of this agreement.

#### **SECTION 5- Treatment/Rehabilitative Options**

- a. The Employer shall provide referrals, as appropriate to the Army Substance Abuse Program (ASAP), which provides non-disciplinary procedures for rehabilitative assistance to employees with alcohol and/or drug related problems. Sick leave, in accordance with controlling regulatory guidance, may be granted to those employees who have been referred to a supervised treatment program, for rehabilitation for alcohol and/or drug abuse problems.
- b. An employee may voluntarily seek rehabilitative assistance from Employer at any time. An employee with an alcohol or drug abuse problem will be given the same consideration, offer of assistance, and confidentiality of medical treatment and records as employees who suffer from any other health condition that affects job performance.
- c. A disciplinary or adverse action may be proposed against an employee for conduct and/or performance deficiencies. If an employee raises an alcohol problem and/or drug abuse as a defense, the employee may be given an opportunity to enroll for rehabilitation with the assistance of professional help through the ASAP Coordinator, or other facility coordinated through, and approved by the Employer. The term "enrolls" means that the employee signs the "Civilian Employee Consent Statement" provided by the Employer. The employee must complete their rehabilitation program.
- d. Entry into a rehabilitation program shall not insulate an employee from any disciplinary or adverse action that might otherwise be warranted for conduct or performance issues related to the employee's alcohol problem and/or drug use. The Employer may consider such rehabilitative efforts as a mitigating factor when deciding upon a disciplinary or adverse action, which may include the holding of such action in abeyance pending completion of the program and an evaluation of the Employee's success.

## ARTICLE 28

### DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1 - For the purposes of this article, disciplinary actions fall into two categories; informal and formal. Adverse actions are as defined below.

#### SECTION 2- Informal Discipline

When the Employer has a cause to counsel an employee about a problem concerning matters such as performance of work, conduct, time and attendance, or sick leave use, the matter may be recorded as a Memorandum for Record (MFR). The Employer may remove the MFR at anytime upon review of the situation and the belief that the employee has improved. However the MFR will not be maintained in the supervisor's file longer than one year from the date of counseling or date of file, whichever is shorter. The employee will sign the record copy of the MFR, to indicate receipt, but a signature does not indicate concurrence. When employees are transferred to another shift or squad, the folder will be transferred to gaining supervisor.

#### SECTION 3- Formal Actions

- a. With the exception of written reprimands, all formal disciplinary actions require a proposal and notice period pursuant to applicable law, rule and regulation. In the event an employee is issued a notice of proposed disciplinary or adverse action, the Employer, upon request of the employee within the time frame allotted for a reply, shall meet with the employee and his union representative or other representative, to consider the employee's personal response to the content of the notice.
- b. Nothing in this article shall preclude the Union from designating a representative other than the appropriate steward/official when the union feels such action is warranted.
- c. Necessary, relevant records of the Employer will be made available to the employee or his representative upon request for use in responding to the notice except as prohibited by law or regulation.
- d. A reasonable number of relevant employee witnesses who have a direct knowledge of the issues involved may be called by the Employer upon request of the employee or his representative. Such witness if assigned to this Unit will be permitted to appear without loss of pay, if otherwise in a duty status.
- e. When the Employer determines that a formal written reprimand, disciplinary or adverse action may be required to correct misconduct on the part of an employee, the Employer should obtain all available information concerning

alleged misconduct. The Employer will discuss the incident with the employee to:

- (1) Ensure that all relevant facts are known to both Parties.
  - (2) Afford the employee the opportunity to explain the basis for his actions.
  - (3) Advise the employee that disciplinary action is under consideration.
- f. This article is not intended to disturb the normal Employer-Employee relationship and the Union recognizes that the Employer has an obligation to question employees in an effort to learn the facts of the situation. It is recognized that an employee has the right to be represented when summoned to or during any informal interview with the Employer, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him, the employee may request a Union representative be present. The interview will be delayed for a reasonable period of time to permit the employee to obtain a Union representative IAW Article 10.
- g. The Employer will furnish two copies of a written reprimand or proposed and finalized notices of discipline or adverse actions to the employee. The notices will state that the employee has the right to Union representation.
- h. A written reprimand and decision memorandums will contain information about the employee's right to grieve such action.
- i. During investigative meetings and following issuance of proposed disciplinary actions, a Union representative may assist the employee on duty time, without charge to leave or loss of pay if otherwise in a duty status, to prepare an oral or written reply or both to the "Notice". A representative may be present during an oral reply.
- j. Time is of the essence as it pertains to adverse and disciplinary actions and the employee, or the Union (if the employee's representative of record in the matter), may raise the time taken by the Employer after conclusion of its investigation to issue a written reprimand, or "Notice of Proposed Disciplinary Action", as a legitimate defense to an action covered by this Article. The employee, or the Union (if the employee's representative of record in the matter,), bears the burden of showing by a preponderance of the evidence that the time was unreasonable and excessive. Any period of time when the employee was not available to receive the action, or the Employer was unable to achieve delivery despite reasonable attempts to do so, shall be excluded from the computation of time used by the Employer.
- k. In the event the employee is issued a written "Notice of Disciplinary Action" which is unfavorable to him, such written decision shall normally be delivered to

the employee at least five (5) workdays prior to the effective date of the action.

- I. A written "Notice of Decision (name of action inserted)" on adverse action furnished to an employee will indicate the appeal rights and procedures available to him.

SECTION 4 - Time Frames - The parties agree upon the following periods to allow an employee to file any reply:

- a. The parties understand that, normally, an employee will be granted a period of 7 days after the discussion with the Employer that a formal written reprimand is under consideration, for the purpose of filing any reply. The Employer, however, is not barred from setting a shorter period for reply when it has a reasonable cause to do so on the facts of the case.
- b. A reply period of 14 days normally will be granted to an employee who has received a written "Notice of Proposed (name of proposed adverse action)", but the employee is not barred from setting a shorter period for adverse actions based upon alleged criminal act or occurrence.
- c. Regardless of the period established for filing a reply an employee or his representative, if any, may request and extension of the period for justifiable cause. Such a request must be in writing, and provide specific reasons the employee believes the extension is warranted. The Employer will consider the request, and provide a written answer, granting or denying the request in whole or in part. The written answer will normally be given within 5 workdays after receipt of the request.

## **ARTICLE 29**

### **VOLUNTARY WITHHOLDING OF DUES**

SECTION 1 - The Employer will deduct union dues from the pay of those eligible employees who voluntarily authorize such deductions on Standard Form 1187 (SF-1187) who are members of the union or who have applied for membership in the union pursuant to the dues deduction agreement.

SECTION 2 – An employee who wants to revoke their allotment for dues to the Union shall take the following steps:

- a. Contact either the Union or payroll office to determine the anniversary date and the thirty-day period in which the revocation can be filed. The anniversary date is the date on which the employee authorized the union deduction.
- b. Complete a Standard Form (SF) 1188 to revoke the allotment. Not earlier than 30 days prior to the anniversary date, the completed SF 1188 needs to be submitted to the Union for authentication and then submitted to the Payroll Office by the employee.
- c. Should an employee permanently leave the bargaining unit, it is the employee's responsibility to file paperwork to stop dues deductions. Agency is not liable for erroneous union dues paid after separation from the bargaining unit.

## **ARTICLE 30**

### **RECOGNITION AND AWARDS PROGRAM**

SECTION 1 - The awards program will be administered IAW regulatory guidance.

SECTION 2 - The employer agrees, and the Union understands, that all performance awards, including a Quality Step Increase (QSI), Time off Award (TOA), and a Performance Cash Award will be based solely on comparison of job performance against written performance standards for duties and responsibilities in the employee's position description and are given solely at the employer's discretion.

## **ARTICLE 31**

### **PERFORMANCE APPRAISAL SYSTEM**

SECTION 1 – This article describes the performance standard and performance appraisal system for employees. The particulars of the system are contained in appropriate regulations.

SECTION 2 – A performance standard is a statement of the types and levels of performance expected which serve as a measuring tool to be used in assessing responsibilities and objectives. A standard may be expressed as a level of employee achievement in terms, including, but not limited to, technical competence, initiative, adaptability, working relationships, communications, responsibility and dependability as required for the performance of the duties assigned to the employee. Performance standards will reflect the duties and responsibilities assigned to the employee. The minimum rating period is 120 days after the employee has received performance standards, or a major revision to a performance standard. The parties agree that while more frequent reviews may be desirable and necessary, a midyear review will be made. An appraisal will normally be prepared for each unit employee once each twelve-month period, but may be extended for good cause.

SECTION 3 – Establishment of performance standards should be a joint planning and communication process between the employee and the employer. Employee participation in establishing performance standards is encouraged. This may be accomplished informally through individual or group discussions. The parties recognize that the establishment of performance standards ultimately is the responsibility of the employer.

SECTION 4 – Performance standards for identical or similar positions are normally expected to be consistent. Performance standards shall be reduced to writing and signed by the Employer after considering employee input. It is desired that employees sign and date performance standards to indicate their awareness of the information. If the employee declines to sign the performance counseling checklist, the employer will annotate the checklist to show that the employee declined to sign. The Employer will date it and give the original to the employee. Progressive reviews will be made with the ultimate goal of improving or maintaining the employee at an acceptable level of competence.

SECTION 5 – The evaluation given employees shall be prepared in accordance with the following:

- a. The Employer will discuss the employee's job performance with the employee in private surroundings at the midyear point of the rating period. This discussion is not a formal discussion and does not give rise to the right of union representation.

- b. The Employer will ensure that employees are fully informed and understand the appraisal system and performance standards.
- c. If a supervisor has identified deficiencies in the employee's performance, the employee shall be notified when a problem is perceived. The supervisor may suggest ways for the employee to improve in order to perform duties at an expected level. At any time during the rating period, if the supervisor determines an employee's work performance needs improvement, or is falling, any progress reviews will be reduced to writing and a copy given to the employee. Progress reviews are not grievable until such time as they are actually relied upon in an official capacity to effect remedial action due to failing performance.
- d. Employees are not entitled to representation during normal mid-point and end of rating period evaluation counseling. In other types of counseling sessions, if the employee feels he/she has reasonable cause to believe that disciplinary or remedial action due to failed performance may result after the session, the employee may request the presence of a union representative. The session will be recessed to afford the employee reasonable opportunity to obtain representation. The representative may participate to clarify the discussion, but the employee is accountable for his/her actions and performance.
- e. The annual performance evaluation is subject to review and approval by the Employer, in accordance with appropriate laws and regulations.

SECTION 6 – The Employer may initiate action at any time in accordance with appropriate laws and regulations to reassign, reduce in grade or remove an employee whose performance is failing.

- a. After receipt of a formal written notice of action proposed by the Employer, the employee may request union representation.
- b. The Employer shall issue a written decision in the matter and the decision shall include information concerning the employee's right to grieve through the negotiated procedures.
- c. The rating period for unit members shall be from March 1<sup>st</sup> to the last day of the following February, or as otherwise adjusted based on an employee's circumstances. The annual appraisal is due no later than forty-five days after the end of the rating period.

## **ARTICLE 32**

### **PRE-DECISIONAL INVOLVEMENT**

SECTION 1 – Pursuant to Executive Order No. 13522, the Employer agrees to allow the Union to have pre-decisional involvement in all workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining pursuant to 5 USC §7106.

SECTION 2 – The Employer agrees to provide adequate information on such matters expeditiously to the Union where not prohibited by law; and make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 USC §7106(b)(1), through discussions in its labor-management forums.

## **ARTICLE 33**

### **EFFECTIVE DATE**

SECTION 1 - This agreement will be considered executed on the date it is signed by the Commander, U.S. Garrison, Aberdeen Proving Ground and the Union's Chief Negotiator.

SECTION 2- If the Agency disapproves of any provision of the agreement, the parties may renegotiate the disputed provision any related provisions with the rest of the agreement remaining in effect, or the Union in the alternative may file a petition for review of the disapproval with the Federal Labor Relations Authority in accordance with FLRA regulations. In accordance with 5 USC 7114(c)(3), the Agency does not complete review of the Agreement within the thirty day statutory period after it has been signed by the chief negotiators, the entire agreement will become effective subject to the provisions of applicable laws, rules and regulations.

SECTION 3 - Notwithstanding the time period in Section 2, this agreement will take effect on the date of signature by the agency head and the Union's Chief Negotiator.

## **ARTICLE 34**

### **PUBLICATION OF THIS AGREEMENT**

SECTION 1 – Within sixty days following the Employers receipt of a copy of the approving authority's notice to the Union that all provisions of the Agreement are in compliance with law, rules or regulation, the Employer shall print this Agreement and distribute copies as follows:

- a. Each Union Officer and Steward will receive a printed copy.
- b. The Agreement will be uploaded to the internal Directorate server...

SECTION 2 – Within thirty days of the date copies of the Agreement have been provided for distribution:

- a. The Union shall provide the Employer a statement of service of the agreement to all bargaining unit members.
- b. The Employer shall provide the Union a statement of service of the agreement to supervisors of bargaining unit members.

SECTION 3 – If the approving authority does not approve or disapprove the Agreement within the thirty-day period required by 5 USC 7114(c)(2) and (3), the Employer shall print and distribute the Agreement within sixty days after the Employer officially determines the approving authority failed to meet the time limit.

SECTION 4 – New employees hired into the unit will be introduced by the Employer to the Steward of the area to which the employee is initially assigned, and at that time will be given a copy of this Agreement.

SECTION 5 – The cost of all reproduction of this Agreement shall be borne solely by the Employer.

## ARTICLE 35

### DURATION, CHANGES, AND NEGOTIATIONS OF THIS AGREEMENT

SECTION 1 – This Agreement, as executed by the Parties and approved by higher authority, shall remain in force and effect for a period of three years from the date of approval by the head of the agency and from year to year thereafter, unless either Party serves notice on the other that it wishes to terminate or modify the Agreement as set forth below.

- a. Such notice must be received not more than 105 days, nor less than 60 days prior to the end of the third year following the date of approval or the end of one of the annual extensions thereafter and shall be in writing.
- b. After receipt of the above notice, the Parties shall meet to begin ground rule negotiations on a mutually agreed date. Negotiations shall commence not later than the 55th day prior to the original or annual extended termination date of this Agreement, or on the first workday thereafter if it should fall on a day other than a workday.
- c. In the event renegotiation of this Agreement is in progress and will not be completed by the termination date, this Agreement may be extended for a specified period if the Parties so agree or if so ordered by higher appropriate authority.
- d. If the head of the agency fails to approve or disapprove the agreement within the 30-day period prescribed by law, the Agreement shall take effect on the 31<sup>st</sup> day after its execution, except for any subsequently disapproved articles.
- e. If the head of the agency approves the Agreement, the Parties agree that it shall become effective on the 30<sup>th</sup> day after the date of its approval by the reviewing authority. Disapproval of any section or article constitutes disapproval of the entire Agreement or amendment, unless otherwise agreed by the Parties in writing.
- f. Upon reaching the third anniversary date, if neither Party proposes to amend the Agreement as described in Section 1, above, the Parties agree that they will meet to negotiate language to bring provisions of the Agreement into conformance with law, rule, or regulation of higher authority, the Department of the Army, the Department of Defense, and Executive Orders.
- g. Amendments to this agreement, including amendments made under Section 1, above, shall be processed as specified above, effective for the remainder of the three-year period or any extension. Amendments to the agreement shall be reproduced and submitted to the head of the agency as appropriate, and if approved, distributed as provided in section 8 of this article.

SECTION 2 – This Agreement shall terminate at any time that it is determined that the Union is no longer entitled to exclusive recognition under Public Law 95-454, as amended.

SECTION 3 – This Agreement, except as specified in Section 1, above, is subject to amendment as follows:

- a. Amendment may be required because of mandatory changes made in applicable laws, rules, regulations, or Executive Orders effective after the date of this Agreement. In such event, the Parties may meet for the purpose of negotiating such language that will meet the requirements of such laws, regulations, or Executive Orders.
- b. This Agreement shall be opened for amendment by mutual consent of both Parties at any time after it has been in effect for at least six months. Requests for amendment under this subparagraph by either Party must be in writing, must designate the specific article(s) to be amended and must include a summary of the amendment(s) proposed. The Parties shall meet within 15 days after receipt of such request. If the Parties agree that opening is warranted on any specific article(s), they shall proceed to negotiate amendment of those specific article(s) only.
- c. This Agreement shall be opened for amendment upon written request of either Party made within 30 days after receipt by such Party of any order, instruction or regulation of the Office of Personnel Management, Department of Defense, or the Department of the Army, which affects any terms and conditions of this Agreement or which substantially alters the discretionary authority of the Employer with regard to any items dealt with in this agreement. Requests for such amendment will include a summary of the amendment proposed and make reference to appropriate order, instruction, or regulation upon which each amendment request is based. The Parties shall meet within 15 days after receipt of such a request to open negotiations on such matters. No changes shall be considered except those bearing on and falling within the scope of such order, instruction, regulation and the discretionary area which the same delegates to the Employer.

SECTION 4 – If the Parties become deadlocked in negotiations on any issue, either Party may request the services of the Federal Mediation and Conciliation Service. If the Parties fail to reach agreement after mediation, the Employer will provide the Union seven days written advance notice of its intent to implement the change unilaterally. If the Union chooses to submit the issue to the Federal Service Impasses Panel or the Federal Labor Relations Authority, it will do so within the time limitations allowed. The Employer may implement the change if the Union submits the issue to the Panel recognizing that it acts at its own peril and may be directed by the panel to revert to the

status quo. Filing with the panel does not lessen the responsibilities of the Parties to seek local resolution of the issues.

SECTION 5 – In the event a successor agreement is negotiated under the provisions of this article and its implementation is delayed beyond the expiration date of the previous agreement, dues check will not be canceled by the Employer.

SECTION 6- It is agreed that the Agreement will be printed once the approval authority has given final approval to the Agreement.