

NEGOTIATED AGREEMENT



HEADQUARTERS, US ARMY 1ST
RECRUITING BRIGADE (NORTHEAST)
AND
US ARMY BALTIMORE RECRUITING
BATTALION
AND
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 1622

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ARTICLE 1

PREAMBLE

Pursuant to the policy set forth in CSRA Title VII and all its existing and -future amendments, and subject to all applicable statutes and regulations issued by the Office of Personnel Management, the Department of Defense, and higher echelons in the Department of the Army, the following Articles constitute a contract between Headquarters, U.S. Army 1st Recruiting Brigade (Northeast) and U.S. Army Recruiting Battalion Baltimore, Fort George 6. Meade, Maryland, hereinafter called the Employer and Local 1622, American Federation of-Government- Employees, UR»S hereinafter called the Union.

The purpose of this contract is to unite the Employer, the Union, and the employees to establish mutually beneficial relationships in working as a team to accomplish the mission of the Brigade and Battalion in an exemplary manner.

The Employer and the Union agree to expend every effort to assure that the purpose of the contract is adhered to at all times by all personnel. The pronouns he, him, or his used herein are neutral language and include both male and female personnel.

ARTICLE 2

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union as the exclusive bargaining representative of ail civilian employees of Headquarters, U.S. Army 1st Recruiting Brigade (Northeast) and U.S. Army Recruiting Battalion Baltimore, Fort George 6. Meade, Maryland, whose permanent duty station is Fort George 6. Meade, Maryland, but excluding all management officials, professional employees, temporary employees (whose appointment does not exceed 90 days), and employees described in 5 U.S.C. 7112(b)(2) (3), (4), (6), and (7).

Section 2. The Union recognizes its responsibility for representing all employees subject to expressed limitations set forth elsewhere in this agreement. Such responsibilities shall be exercised without discrimination and without regard to Union membership.

ARTICLES 3

MATTERS APPROPRIATE FOR CONFERENCE AND NEGOTIATION

Section 1. It is agreed that the duty to bargain in good faith shall, to the extent not inconsistent with any Federal Law or any Government-wide rule or regulation extend to matters which are the subject of any rule or regulation only if the rule or regulation is not a government-wide rule or regulation.

Section 2. The Employer agrees to provide the Union with an advance copy of proposed regulations, that the Employer has knowledge of, implementing or revising personnel policies and procedures applicable to employees in the unit and to meet and confer with the Union, concerning the provisions of the proposed regulations, provided request for such conference is submitted within 7 working days after receipt of the advance copy of the proposed regulation.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF EMPLOYER

Section 1. Management officials of the Agency retain the right:

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

b. In accordance with applicable laws, rules, and regulations

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointment from:

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union -from negotiating:

a. at the election of the Employer on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour-of-duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the employer will observe in exercising any authority under this article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Union agree that employees in the unit shall be protected in the exercise of their right to freely, and without penalty or reprisal, form, join, and assist a labor organization or to refrain from such activity. This right does not authorize participation in the management of a labor organization or acting as a representative of such an organization by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee.

Section 2. Employees excluded from taking part in the management of the Union by reason of conflict or apparent conflict of interest, as defined in the Federal Personnel Manual and Department of the Army Civilian Personnel Regulations, may not be-excluded from membership in the Union.

Section 3. Officers and stewards of the Union shall be protected in the performance of representational duties from intimidation and/or coercion by any official of the Employer.

Section 4. A bargaining unit employee shall have the right to bring matters of personal concern -first to the attention of appropriate officials of the Employer in accordance with applicable law, rule, regulation, or established Employer policy except for matters grievable under the provisions of this contract. The employee also has the right to choose his own representative except in filing a grievance under the negotiated grievance procedure of this agreement as described in Article 40. Such Union representation shall be in accordance with Article 7 of this agreement.

Section 5. The Employer shall assure that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the Union.

Section 6. Employees shall not be required to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written' authorization by a member for the payment of dues through payroll deductions or payment of dues directly to the Union.

Section 7. It is agreed and understood that an employee has the right to file a grievance, or appeal under this agreement, or when appropriate with the Equal Employment Opportunity Commission; Office of Personnel Management; the Special Counsel of the Merit Systems Protection Board, or the Merit System Protection Board without interference, coercion, or fear of reprisal. An employee acting in an official capacity for the Employer shall not interfere with or attempt to interfere with the filing of such complaint, grievance appeal, or threaten to take any act of reprisal against an employee because he/she has filed or expressed an intention to file complaint, grievance or appeal under any of these procedures.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. The Union shall have the right and obligation to represent in good faith the interests of all employees in the unit without discrimination and without regard to membership in the Union.

Section 2. The Union, as representative of all employees in the unit, shall have the right to present its views to the Employer, either orally or in writing; to consult or be consulted with respect to the formulation and implementation of personnel policies and practices and matters related to working conditions

of employees in the unit; and to negotiate agreements covering all employees in the unit.

Section 3. Representatives of the Union and the Employer shall meet as needed and confer with respect to personnel policy and practices and matters affecting working conditions, subject to the provisions of this Agreement. Either party having a desire or requirement to meet and confer with the other shall normally give reasonable advance notice to the other party. Such notice shall normally include a statement of the subject to be discussed and the problem which generated the cause for discussion. This section does not preclude any discussion between a supervisor and a union representative on an informal basis for the purpose of resolving an issue in its early stages. The Employer and the Union agree that individual grievances will not be considered at these meetings or any special meetings convened under this Article. The parties will exchange information on the subjects they desire to discuss not less than 48 hours in advance.

Section 4. The Union is obligated to negotiate in good faith with Employer representatives with the objective of reaching agreement by a diligent and serious exchange of information and views and by avoiding unnecessarily protracted negotiations.

Section 5. The Union agrees that it shall not call or engage in a strike, work stoppage, or slowdown; picket the Employer within the boundaries of the installation, or in a labor-management dispute if such picketing interferes with the Employer's operations; or condone any such activity by failing to take affirmative action with members of the bargaining unit to prevent or stop such activity. For the purpose of this Article, an installation perimeter fence, or entrance gate, where one exists is considered to be the installation boundary.

Section 6. Management and the Union recognize that the selection of employees to participate in studies, surveys, or other like requirements requires advance coordination.

ARTICLE 7

RIGHTS OF UNION REPRESENTATIVES

Section 1. The Employer agrees to recognize the Officers of the Union and stewards duly authorized by the Union, hereafter referred to as Union officials. The number of stewards shall be the number reasonably required in order to assure that each employee in the bargaining unit shall have access to a steward.

Union officials will be permitted a reasonable amount of on-duty time to perform representational duties involving personnel policies and procedures and matters affecting working conditions; such duties not to include internal Union business. The Union agrees that its officials will guard against excessive use of time off the job and comply with criteria set forth in Federal Personnel Manual 700, Chapter 711, Appendix B.

Section 2. The Union shall supply the Employer a complete list of Union officials to include stewards together with the organizational areas and locations where each has been assigned responsibility for representation. Normally, the Employer will be notified in advance of changes of Union officials.

Section 3. Each steward's activities will normally be within his assigned work area, unit, or activity. The steward responsible for representation within an assigned work area will normally handle grievances within that area. If a shop steward is absent for an extended period or unavailable under the provisions of Section 5 of this article another steward may be appointed.

Section 4. The Union agrees that stewards may receive and make inquiries, but shall not solicit complaints or grievances from employees on government time.

Section 5. It is agreed that the determination as to what constitutes a reasonable amount of time will be made on a case by case basis. The use of official time will be permitted for one Union Official at a time for each complaint or grievance. The use of official time will be approved by the Union official's immediate supervisor. Such permission will be granted in the absence of compelling circumstances to the contrary. In case of a disagreement regarding the amount of official time approved, the Union official may request that a decision be rendered by the next level of management. The determination as to the reasonableness of the amount of official time authorized will depend upon the circumstances of each individual situation, but will be guided by the following:

a. The time and frequency of absence should be such that it will not cause significant interference in the performance of regular duties.

b. The time of such representational duties concerning a grievance is such that representation will normally be afforded within the same work day unless the situation is of such an emergency as to require a more immediate response.

c. The amount of time authorized should be proportionate to the complexity of the issues involved.

d. If the supervisor cannot release the steward within the same work day the supervisor will arrange for the earliest mutually acceptable time.

e. Attendance at meetings called by the Employer are not subject to the above provisions.

f. The parties agree that due to the small size of the Employers work unit, it may not be possible to grant a particular union official's request for official time for representational duties.

Section 6. The Employer agrees that the Union official, after having obtained permission from his supervisor using the Union's representatives Use of Official Time Form contained in this agreement, shall be allowed to leave his worksite to bring about a prompt and expeditious disposition of a grievance or complaint. Each steward upon his return from his representational duties will complete the official time form and present two copies to his supervisor. Employer agrees to furnish Union 50 copies initial issue of such form.

Section 7. If it is necessary for the steward to enter a worksite other than his own to conduct representational activities, the name of the employee involved will be furnished and permission obtained from the supervisor of the employee to be visited. Such permission will be granted in the absence of compelling reasons to the contrary.

Section 8. Where facilities are not available in the immediate work area for use by the steward and employee to hold necessary private discussions of an employee's complaint, the Employer will, upon request of the steward, arrange for such facilities to be made available.

Section 9. Union officials will be permitted, during regular working hours, to consult or meet and confer with the Employer. If the Union official's use of regular working hours for consultation or conference with the Employer is interfering unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him and officers of the Union in an attempt to seek satisfactory resolution.

Section 10. The Employer agrees to notify the Union of the reassignment of any Union officials in the unit from one

activity to another or change from one shift to another.

Section 11. Subject to security and safety regulations and local directives, Officers and Representatives of the American Federation of Government Employees, Local 1622 will be permitted to visit the bargaining unit to carry out Union responsibilities under the terms of this agreement. The Union agrees to notify the Chief of Staff, 1st Recruiting Brigade (Northeast) in advance of the proposed visit, providing the name, office to be visited, purpose, date, and expected length of visit. The Employer retains the right to reschedule the visit due to mission requirements.

Section 12. The Employer recognizes the need for courtesy toward Union officials and will maintain a mature relationship. In return the Union agrees that its officials will deal courteously and will display respect for Employer representatives.

ARTICLE 8

PROVISIONS OF LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this agreement, the Employer, Union, and employees are governed by existing or future laws and government-wide regulations. Likewise, the parties are also governed by the rules and regulations of appropriate authorities, in so far as those rules and regulations have not been superseded in accordance with 5 USC 7117.

ARTICLE 9

TOURS OF DUTY

Section 1. The administrative workweek consists of a 7-day period, beginning at 0001 hours, Sunday, and ending at 2400 hours the following Saturday.

ARTICLE 10

OVERTIME

Section 1. Officially ordered and approved work in excess of 8 hours a day or 40 hours a week and work suffered or permitted by employees who are nonexempt under the Fair Labor Standards

Act in excess of 40 hours per week shall be considered overtime work.

Section 2. A rotational system will be established whereby each and every qualified employee within a section or organizational unit will be offered to participate in scheduled overtime work assignments on an equitable basis insofar as the requirements of the supervisors will permit. Suitable records of overtime worked and refused will be maintained by the employer. Such records shall be made available for review by the steward upon request. The shop steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all qualified employees as fair as possible.

Section 3. The Employer shall notify affected employees of the requirements for all overtime work as soon as possible after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice whenever possible at least 24 hours prior to the requirement or by the close of business on Thursday when the overtime assignments involve Saturday or Sunday. This section does not apply to emergencies requiring immediate action outside and/or beyond regular working hours and employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirements to unforeseen circumstances.

Section 4. The Employer agrees that higher graded employees, insofar as possible, should not be assigned to perform functions below their grade levels on overtime. Trainees should not be authorized to work overtime unless their capabilities for the work to be done warrant performance of overtime.

Section 5. Employees who work overtime shall be allowed a rest period of fifteen (15) minutes during each four (4) hours of continuous work.

Section 6. Qualified employees, when available in their sections, either in training or details, shall be considered for overtime in their sections subject to provisions of this article.

Section 7. Overtime shall be compulsory when official requirements must be met. Employees shall be required to perform overtime work, if requested, unless the supervisor determines that overtime for any employee would be inappropriate due to such reasons as impairment of health, efficiency, or cause undue personal hardship.

Section 8. Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of two (2) hours of work.

Section 9. Annual leave will not preclude an employee from consideration for overtime upon return to duty,

Section 10. The Employer will in all except emergency situations and upon request from an employee, relieve that employee from an overtime assignment when the employee is not notified at least 24 hours in advance, and where such assignment would result in an unreasonable inconvenience or adversely affect the employee's family. An employee will be relieved in instances where another qualified employee in the organizational element is available for the assignment and willing to work. If an employee is relieved of an overtime assignment at his request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of overtime distribution.

Section 11. The Employer agrees that it will initially attempt to meet overtime requirements by means of volunteers from among qualified employees in the unit as described in Section 2 of this Article. In the event the Employer cannot meet its needs on a voluntary basis, it reserves the right to assign overtime work to individual employees, as required. Individual employees will not be required to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees in the organizational element willing to work. Management reserves the right to decide that full requirements are or are not met by the available employees.

Section 12. The Employer agrees that if an employee in the unit is required to double back on a shift which results in the employee being required to work more than 8 hours in any 24-hour period, he shall be compensated at the existing authorized rate of pay for all hours worked in excess of 8 hours.

Section 13. Employees in the unit shall not be required to perform any work or duty before or after their scheduled work hours, without compensating the employees for such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specific time prior to or subsequent to his assigned tour of duty, he shall be compensated for work performed from the time the employee reports for duty to extent authorized by law.

ARTICLE 11

HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays that are now established by law and those that may be added by law, and all holidays designated by Executive Order.

Section 2. Employees shall receive eight (8) hours pay at their regular hourly rate plus any appropriate differential on all days defined as Federal holidays on which they are not required to work, as prescribed by existing and current laws and regulations.

Section 3. Employees working on a Federal holiday will be paid IAW current laws and regulations.

Section 4. The Employer agrees to keep to an absolute minimum, subject to mission requirements, the number of employees required to work on holidays or observed holidays. Employees not required for mission requirements shall be excused from work on holidays or days observed as holidays as prescribed by appropriate Federal law or Executive Order. The Employer retains the right to require the services of employees for the performance of essential functions, as determined by the Employer, but recognizes the entitlement of such employees to receive compensation in accordance with applicable regulations. To the maximum extent possible, the Employer will utilize qualified employees who are available and have indicated a desire to work. The Employer will, upon request, relieve an employee from a holiday assignment if his reason is valid and there is another qualified employee available for the assignment.

Section 5. An employee may request leave for any workday which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purposes will be approved unless the granting of such leave would adversely affect the mission or the operation of the organization to which the employee is assigned.

ARTICLE 12

TRAVEL

Section 1. Whenever feasible, travel will be scheduled within the five (5) day workweek of the affected employee; however, the Employer reserves the right to require travel when necessary to accomplish the mission. Compensation for travel on non-duty time will be as authorized by applicable regulations.

Section 2. An employee on official business will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business.

ARTICLE 13

SICK LEAVE

Section 1. The Employer agrees that employees shall earn sick leave in accordance with applicable laws and regulations. The Union agrees to instill in employees an understanding and appreciation of the need to use sick leave only to cover absences due to bona fide incapacitation to perform their assigned duties, and the benefits and values that accrue to employees who, through the accumulations of large amounts of sick leave, are protected against financial hardships resulting from long-term illnesses, and may be entitled to additional service credit upon retirement.

Section 2. The use of sick leave by an employee is subject to the approval of the supervisor and shall normally be approved for reasons of:

- a. Medical, dental, optical, or other examination or treatment by a qualified practitioner or physician;
- b. Incapacitation for duty by sickness, injury, pregnancy, or confinement;
- c. Required care and attendance to a member of the employee's immediate family afflicted with a contagious disease which requires quarantine; or
- d. Exposure to a contagious disease which would jeopardize the health of others.

Section 3. Employees shall notify their immediate supervisor, or someone designated to receive such a report, normally within two (2) hours after the beginning of their shift. It is the responsibility of the employee to see that his supervisor, or someone designated to receive such notice, is timely notified by

telephone or other means if he is prevented from reporting to work because of an incapacitating illness or injury. Employees expecting to be absent for more than one (1) day are responsible for advising their supervisor of the anticipated sick leave duration.

Section 4. Sick leave requests for purposes of scheduled appointments, as stated in Section 2a of this Article, shall be submitted for approval in advance, with minimum amounts of leave requested. The employee shall advise the supervisor with as much advance notice as possible.

Section 5. Employees will furnish a medical certificate to justify absences normally chargeable to sick leave for periods in excess of three (3) consecutive workdays except in cases where an employee suspected of having abused sick leave privileges has been given official written notice that a medical certificate for each absence from work allegedly due to incapacitation for duty is required. In all cases where an employee is required to submit a medical certificate for each absence allegedly due to incapacitation for duty, the attendance record of the employee, with respect to sick leave, will be reviewed every six (6) months by the Employer and if it is determined that a medical certificate is no longer required, the employee will be notified to this effect in writing.

Section 6. All medical certificates covering sick leave absences will be submitted not later than three (3) days after return to duty. In cases of prolonged absence normally chargeable to sick leave, employees may be required by their supervisors to submit medical certification on a bi-weekly basis except in those instances where the certified physician certifies incapacitation for an extended period. However, supervisors may authorize a reasonable delay in the administration of these provisions when extenuating circumstances warrant the exception. Medical certification, when required as outlined in this Section, shall be Standard Form 71 or an equivalent form which provides a statement to the effect that the employee was incapacitated for duty during the period of his absence. Medical certificates for over five (5) consecutive workdays shall be signed by a federal or private dentist or board certified physician. Medical certificates for absences of five days or less may be signed by a nurse practitioner.

Section 7. Employees who are referred to the Occupational Health Clinic because of illness and are then released from duty shall submit a clinical treatment record to support charge to sick leave for the day released from duty. Subsequent days of

absence shall be subject to the provisions of Section 3 of this Article.

Section 8. The Employer may advance to eligible employees, unearned sick leave not to exceed a total of 30 workdays in accordance with applicable regulations and under the following conditions:

a. The employee's absence is for a serious illness or disability.

b. The employee furnishes acceptable written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.

c. The employee has exhausted all accumulated sick leave and any annual leave he/she might otherwise forfeit.

d. The employee has not established a pattern of sick leave abuse.

e. Employees serving under temporary appointments or under probationary periods will not be advanced sick leave to exceed an amount which it is reasonably assured that the employee will earn during the temporary appointment or probationary period. Where it is known that the employee is to be retired, or where it is anticipated that employee is to be separated, the total sick leave advance will not exceed an amount which can be liquidated by accrual prior to the separation.

f. Employees will submit their written requests for advanced sick leave to their supervisors prior to the end of the pay period in which the employee wishes to begin to use the leave.

Section 9. The Employer shall make every effort to provide appropriate assignments of work for periods less than thirty (30) days to accommodate employees who have been placed in light duty status by a qualified medical officer. The Union agrees to support Employer endeavors in this respect and to encourage employees to promptly return to normal duty upon recuperation.

Section 10. Records of individual employee sick leave use will not be posted on bulletin boards or displayed in areas where they are accessible to other employees who have no need to know.

Section 11. To allow Employer to prepare for staffing adjustments, an employee will notify her supervisor of intent to request leave for maternity reasons not later than the beginning

of her seventh month of pregnancy. Employee's notification will include both the type of leave requested (sick, annual, or leave without pay) and a medical statement from a physician showing approximate dates and anticipated duration of absence. The Employer agrees to provide gainful employment and make use of employee's skills for so long as the employee is not incapacitated for duty due to maternity reasons.

Section 12. A male employee may be granted annual leave or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section 13. The Union agrees to assist the Employer to investigate all alleged cases of sick leave abuse; to encourage employees to report to their supervisors to obtain necessary authorization to visit Occupational Health Clinic for diagnosis and first treatment for minor illnesses. The Union agrees to consult with the Employer when requested, for the purpose of inquiring into suspected cases of sick leave abuse among members of the unit.

ARTICLE 14

ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with applicable laws and regulations. Employees' use of scheduled annual leave is subject to prior supervisory approval which shall be based upon the needs of the activity and consideration of the employee's request. The Employer and Union agree that employees will provide reasonable advance notice to afford necessary changes in work schedules.

Section 2. As far as is practicable, the Employer agrees to schedule annual leave for summer vacation periods (defined as that period occurring between 15 May and 15 September) of ordinarily two weeks duration on requests received prior to 31 March of each year. In the event more than one employee schedules identical periods of leave and cannot be spared from his duties, employees with greater seniority as determined by service computation date will be given priority in initial selection. The Employer's supervisor may approve a change in selection provided the request is in writing; another employee's choice is not disturbed, and the employee can be spared from his duties. The supervisor may also approve the interchange of selections between employees provided the interchange is mutually agreeable to the employees involved and is consistent

with the workload requirements. When the Employer finds it necessary to cancel previously approved leave, the employee will be notified as far in advance as possible. The Employer and the Union agree that the Employer and the employee should schedule annual leave to avoid leave forfeiture.

Section 3. In unusual or unforeseen circumstances, approval of unscheduled leave (emergency) shall be requested from the supervisor or his designated representative as soon after the start of the workday as possible, normally within two (2) hours. Approval of such request is contingent upon existence of a bona fide emergency or other compelling circumstances.

Section 4. Employer will not habitually stipulate that employees will not be authorized to take annual leave for any given time frame except when mission requirements are such that specific employees are essential for accomplishment.

Section 5. All leave will be requested, approved or disapproved by use of SF-71. In addition employees will initial time and attendance card to certify leave was taken. Oral requests will be documented on the SF-71 upon return to duty. If the supervisor refuses leave he must indicate his reason for disapproval.

ARTICLE 15

LEAVE WITHOUT PAY

Section 1. Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Normally such leave of absence without pay shall not exceed a period of one (1) year for each application. Employees who are absent on extended leave without pay shall accrue all rights and privileges to which they are entitled in accordance with applicable regulations.

Section 2. Employees shall be granted accrued annual leave or leave without pay to attend conventions or meetings of employee organizations, provided reasonable advance notice is given to the Employer and workload conditions permit.

Section 3. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

ARTICLE 16

ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING

Section 1. Administrative leave only for such short periods of time, normally not to exceed 8 hours per person within a 12-month period, may be authorized Union officials within the unit for the purpose of attending Union sponsored training. Such training must be related to statutory or regulatory provisions concerning pay, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals as well as Office of Personnel Management or Department of the Army policy, and negotiated agreements pertaining thereto.

Section 2. Such leave will not be authorized if the primary purpose of the employee's attendance is to train or inform him concerning solicitation of membership and dues, other internal Union business, or other matters pertaining exclusively to Union activities that are outside the area of mutual interests of the Employer and the Union.

Section 3. Requests for such administrative leave must be submitted by the Union to the Fort Meade Civilian Personnel Officer for approval. Requests for leave in excess of that specified in Section 1 of this Article will be considered, and if deemed appropriate, forwarded to Headquarters, United States Army Recruiting Command (USAREC), for approval. Requests must establish and fully document the expected benefit to the Government and include information concerning who will attend, the subject matter and time allotted for the training, and the time and place of the training session(s). Decision to approve such requests will be based upon consideration of the cost to the Government of the administrative leave as opposed to the potential gains in the way of improved workforce productivity and employee morale.

ARTICLE 17

EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The Employer exercises responsibility under the Government Employees Training Act, Public Law 85-507, for the establishment of training programs within the unit to increase efficiency and effectiveness. The Employer will, as the need arises, identify areas of skill in which scarcities exist.

Employees recognize, under this Act, a responsibility to engage in self-development activities to improve employment capabilities in order to reinforce the required training provided by the Employer. Employer retains the right to determine the needs and to direct employees to participate in such training as necessary. The Union agrees to support Employer established training programs, and to encourage employees to engage in Department of the Army and other off-duty self-development programs.

Section 2. The Employer will publicize formal training opportunities so that employees may apply for such training. Equal opportunity to participate in training will be made available to all employees who need and qualify for training.

Section 3. The Employer agrees to plan and consider providing retraining of employees when planned management changes in organization, function or missions occur and to provide such on-the-job cross training as is practicable and in the general interest. In addition, the Civilian Personnel Office will determine from the State Employment Service and announce, when appropriate, any rehabilitation training available to employees whose employment is terminated because of a reduction in force.

Section 4. With respect to any developmental assignment made to enhance an employee's competitiveness for advancement, the recipient of such assignment shall be selected on a competitive basis.

Section 5. When new positions requiring new techniques or abilities are established in the unit and qualified candidates are not available, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output.

Section 6. When circumstances necessitate abolishment of certain jobs, the Employer agrees to provide training programs to improve the skills and abilities of displaced unit employees when placed in another job within the unit to the maximum extent possible. The employer further agrees to bear the expense of this training to extent permitted by applicable regulations.

Section 7. The parties agree that consideration shall be afforded unit employees in respect to training which will improve their on-the-job performance.

ARTICLE 18

DETAIL ASSIGNMENTS

Section 1. The Employer and the Union agree that for the purpose of this article the following definitions shall apply:

a. Unofficial Detail. The temporary assignment of an employee for less than 31 days without formal personnel action required, but without change of pay status, to duties other than those covered in his official job description.

b. Official Detail. The temporary assignment of an employee for 31 days or longer with formal personnel action required, but without change of pay status, to duties other than those covered in his official job description.

Section 2. The Employer agrees that unofficial details will be on a fair and equitable basis, consistent with employee, qualifications and Employer requirements.

Section 3. Details in excess of thirty (30) days will be documented by the supervisor requesting such detail on Standard Form 52 to the Civilian Personnel Office. The Civilian Personnel Office will process such SF 52s in accordance with the provisions of appropriate Civilian Personnel Regulations and furnish a copy of the SF 50 to the employee concerned.

Section 4. Competitive procedures will be followed in selecting employees for detail to higher grade duties or to a position with known promotion potential when the detail is expected to last longer than 90 days.

ARTICLE 19

MERIT PLACEMENT AND PROMOTION PROGRAM

Section 1. The filling of positions will be based upon the procedures outlined in Fort George G. Meade Regulation 690-2. This regulation complies with the requirements set forth by »k-higher headquarters and the Office of Personnel Management,

Section 2. Promotion and reassignments shall be made on the basis of qualifications, merit, fitness, demonstrated performance and potential for further growth and development. The Employer agrees to use merit promotions and reassignments as the predominant methods of filling bargaining

unit positions, consistent with regulatory requirements and its right to select from any appropriate source. For all bargaining unit vacancies, the area of consideration -for competitive promotions will be based on mission requirements and previous experience with skill shortages. Vacancies within the coverage of career-field programs and mandatory placement actions will be filled in accordance with appropriate regulations. Bargaining unit employees who identify themselves as bargaining unit members on the front of their application will be identified on the referral and selection list, for consideration by the selecting official. This will only be precluded by priority candidate referral covered by law, such as overseas returnees, military spouse eligible, and other mandated candidates.

Section 3. Employees who have been downgraded from positions within the bargaining unit without personal cause and not at their own request while serving under a career or career-conditional appointment will be referred to the selecting supervisor before a competitive referral and selection register is issued. Justification for non-selection must be made a matter of record by the selecting official and will be reviewed/maintained by the Civilian Personnel Office.

Section 4. The Employer agrees to keep vacancy announcements open for at least 10 calendar days for all positions, prior to the closing date for filing of an application. For those positions that would close on a weekend, applications will be accepted on the next duty day. Such announcements shall clearly state the minimum qualification requirements for appointment to such positions. The announcements shall be posted timely and prominently on all official bulletin boards.

Section 5. A dated receipt will be returned to the employee as soon as possible after receipt of an application for merit promotion at the Civilian Personnel Office. Normally, this will be accomplished within 2 work days.

Section 6. The Union shall be furnished 2 copies of each current position vacancy announcement issued by sending to the Union's mailing address. _

Section 7. An unsuccessful candidate who was ranked among the best qualified group and not selected may request in writing and receive the supervisor's reason for selecting the successful candidate. The official reasons are maintained within the Civilian Personnel Office.

Section 8. It is agreed that employees within the bargaining unit who apply for vacancies and who are on approved leave,

temporary duty (TDY), or in military service, will be considered on the same basis as other applicants. The supervisor of such an employee will ensure that the rating form is completed in sufficient time for the employee to submit his application to the Civilian Personnel Office.

Section 9. Upon request, the selecting supervisor will provide assistance to unsuccessful best qualified applicants who he directly supervises for the purpose of encouraging them to strive for those types of self-improvement, which may enhance qualifications for promotional opportunities.

Section 10. The Employer, when filling vacancies in the bargaining unit shall consider all eligible in making selections to vacancies consistent with the Affirmative Employment Program Plan (AEPP) as described in Article 28, Equal Employment Opportunity, of this agreement, the local Merit Placement and Promotion Program, and the Upward Mobility Program. The Employer further agrees that when an interview is afforded any of the referred candidates, all those on the referral and selection list will be interviewed, if feasible. Feasibility determination will be documented by the selecting official on the referral and selection list.

Section 11. The Employer agrees that when Merit Placement and Promotion Program procedures are used to fill a vacancy in the bargaining unit, selection for promotion shall be made from among the best qualified persons available without discrimination for any reason such as age, race, color, religion, sex, national origin, lawful political affiliation, marital status or physically handicapped individuals who are able to perform the duties of the position being filled.

Section 12. The Employer agrees to:

a. Notify applicants as soon as possible after it is determined that they are ineligible for the position or are not among the applicants selected as best qualified.

b. Select an applicant to fill the position within 10 workdays after receipt of the referral and selection list, except when it is determined by the Employer that the position vacancy is not to be filled for reasons of changed mission requirements or economics of operation or for other reasons not contrary to the provisions of the Federal Merit system. Extensions up to 15 calendar days may be granted through the Civilian Personnel Office. An additional 15 day extension may be requested through CPO to the appropriate commander.

c. Mail notification to applicants who are among the best qualified, of their non-selection within 15 calendar days after an applicant is selected for the position, or as soon as it is determined that the position vacancy announcement will not be used.

Section 13. Temporary promotion rather than a detail assignment is encouraged when the employee is fully qualified for promotion and the assignment is normally expected to continue for more than 30 days, but not to exceed 120 days. Temporary promotions not to exceed 120 days may be made non-competitively and will normally be made from the directorate or staff office where the position requirement exists. However, temporary promotions expected to last longer than 120 days, or extensions beyond 120 days, will be made on a competitive basis. In instances where an initial 120 day non-competitive temporary promotion becomes insufficient to accomplish the intended purpose, any subsequent temporary promotion will not be filled by the same individual, unless it is filled on a competitive basis.

Section 14. The Employer and the Union agree to pursue the establishment of an Automated Merit Placement and Promotion System to include a skills file for filling vacant positions within the bargaining unit. Employees will provide necessary input and periodic supplemental data in order to insure that current information is contained in the system. The Union understands that the development, approval, design and implementation of the Automated Merit Placement and Promotion , System is a mid-range objective towards the goal of maintaining a speedy and comprehensive process for filling vacant positions. It is further agreed that during the development, approval and design stages of the Automated Merit Placement and Promotion; System, the Employer will consult with the Union in formulation of the parameters of the skills file program. Upon implementation, a reasonable time will be established during which the skills file program will be tested for functional effectiveness in support of the Merit Placement and Promotion Program.

Section 15. The Employer and Union agree that compliance with Chapter 310 of the Federal Personnel Manual on nepotism will be enforced. Likewise, selection for merit placement or promotion will not be based upon personal favoritism or patronage.

ARTICLE 20

REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union at the earliest permissible time subsequent to the determination that a reduction-in-force affecting employees in the bargaining unit may be necessary. The Union may make its views and recommendations knowing/concerning the implementation of such reduction-in-force action. The Employer agrees -further that prior to the issuance of official notice to bargaining unit , employees involved in such reduction-in-force action, the Union shall be notified of the number of unit employees and competitive levels affected, the date action is to be effective, and the reason for the reduction-in-force. The Union will render its assistance in communicating to employees the reason for the reduction-in-force.

Section 2. In the event of a reduction-in-force in the bargaining unit, existing vacancies will be utilized to the maximum extent feasible to place employees in continuing positions, who otherwise would be separated from the service. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 3. Any Career or Career-Conditional employee separated by a reduction-in-force shall be registered in the DOD Priority Placement Program with applicable regulations. Such employees will be given preference for rehiring in permanent and temporary positions for which qualified, as provided in such rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided by applicable regulations.

Section 5. In the event a reduction-in-force is implemented, the bargaining unit employees affected and their representatives shall have the right to review their retention registers and the registers of employees entitled to displace them. In addition, with the affected employee's consent and in his presence, the employee's designated representative shall have the right to review the employee's official personnel folder and other retention records and regulations bearing on his case in connection with formulating a reduction-in-force appeal.

ARTICLE 21

DISCIPLINARY ACTION

Section 1. Minor adverse actions are disciplinary actions such as those involving formal written reprimands and suspensions for 14 calendar days or less. Such disciplinary actions may be taken for such just cause as will promote the efficiency of the service, including discourteous conduct to the public. These disciplinary actions are subject to the negotiated grievance procedure outlined in Article 40 but not appeal able to MSPB.

Section 2. Adverse actions which are disciplinary in nature such as removal, suspension for more than 14 calendar days, or reduction in grade or pay may be taken for just cause and as will promote the efficiency of the service. .These actions may be raised under appellate procedures of the Merit Systems Protection Board or under the negotiated grievance procedure outlined in Article 40 but not both. When one or the other procedure is selected by the employee, such selection is irrevocable. Actions taken under this section must be supported by a preponderance of the evidence. Non-disciplinary adverse actions may be appealed or grieved, but not both at the employee's option, except as provided in Article 40.

Section 3. Actions for unacceptable performance may be taken against an employee when the employee's performance fails to meet performance standards for one or more critical elements of his/her position. Actions for unacceptable performance may be raised either under appellate procedures of the Merit Systems Protection Board or under the negotiated grievance procedure outlined in Article 40, but not both. When one or the other procedure is selected by the Employee, such selection is irrevocable. Performance based actions taken under the provisions of 5 USC, Chapter 43 will be supported by substantial evidence. Performance based actions taken under the provisions of 5 USC, Chapter 75 will be supported by preponderance of the evidence and only for just cause.

Section 4. The Employer agrees to furnish the employee an original and one (1) copy of any proposed disciplinary/adverse action or action for unacceptable performance. The extra copy is provided so the employee may provide the Union a copy if desired.

Section 5. When a supervisor believes that an infraction of existing rules, regulations, or established procedures has occurred he shall first discuss the matter with the employee involved. If the employee has reason to believe disciplinary action will be taken as a result of the discussion, he/she may

have a representative with him/her before proceeding with the discussion, providing a representative is made available within two (2) working days. The presence of a representative prior to issuance of formal notice of proposed action is for the sole purpose of ensuring that the employee's rights and provisions of this agreement are adhered to, and does not extend to participation in discussions between the employee and his supervisor until the action is formalized.

Section 6. Grievances from actions arising under this article will normally be filed beginning at Step 2 of the grievance procedure contained in this agreement. The time limits of Step 1, for initiation of the grievance, will apply and will begin to toll from the effective date of the action being contested.

ARTICLE 22

EMPLOYEE RECORD CARD

Section 1. An Employee Record Card (SF-7B) will be maintained by supervisors for the purpose of recording information pertaining to employees under their supervision. The SF-7B serves as a "mini-record" and provides a single data source concerning an employee's service history at an installation. Entries such as personnel actions, annual performance ratings, periodic counseling sessions, training received, and employee's home address or emergency address will be recorded on the card.

Section 2. An employee will, upon request, be permitted to review their own SF-7B and will not be required to initial entries thereon. The card is an authorized formal Government record system and access should be governed by procedures of the Privacy Act.

ARTICLE 23

POSITION AND JOB DESCRIPTIONS

Section 1. It is agreed that the Position Management and Classification program will be conducted within the guidelines

issued and authority delegated by the Office of Personnel Management and higher Army authority. In any case where action is proposed to modify the position description o-F any employee within the unit to the extent that either the rating, title, pay level, or qualification requirements may affect the employee, it is agreed that the immediate supervisor or appropriate Employer official will discuss the proposed change with the employee - concerned prior to the effective date of change.

Section 2. The Employer agrees that every employee is entitled to a current and accurate copy of his position description and that each employee shall be furnished an up-to-date copy whenever it is revised.

Section 3. The Employer agrees to make available to the Union upon request position descriptions of bargaining unit employees.

Section 4. The Employer agrees to meet with the employee and his representative upon request, to discuss specific additional information used in determining the classification of his position and to furnish the relevant evaluation statement if one exists.

Section 5. The employer agrees that the statement "performs other duties as assigned" which is included in all position descriptions means assignments which are reasonably related to the employee's position and qualifications. The Union recognizes that duties which may not be reasonably related to an employee's position might have to be assigned. The Employer will make every effort to minimize such assignments and will terminate them at the earliest practicable time. This in no way limits an employee's responsibilities to perform housekeeping functions around his immediate work area, such as his desk or machine or carrying the trash out. Exterior maintenance, grounds work, and building repairs will normally be done only on a voluntary basis. Nonvolunteers will only be assigned to this work on a fair and equitable basis.

ARTICLE 24

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. It is mutually agreed that the provisions for voluntary allotment of Union dues be included in this agreement The Employer agrees to deduct dues from the regular earnings of all eligible employees in the unit who are paid from appropriated funds and who voluntarily authorizes such deductions.

Section 2. It is agreed that a change in the amount of allotment may be made only once in any given 12 month period provided that proper notice from the Union is received at least two pay periods prior to the requested effective date. Any reference to payroll office shall be taken to mean the Civilian Pay Section of the Finance and Accounting Office.

Section 3. Subject to procedural requirements of the payroll office the Employer agrees to allow up to five levels of dues deductions for eligible employees who subscribe to the AFGE group plans. This will apply to eligible employees who voluntarily authorizes such deductions.

Section 4. The remittance of dues withheld will be made by the payroll office to the Union treasurer not later than three workdays following the day on which the related salaries were paid to the employee. The check will be made payable to Treasurer, Local No. 1622, AFGE, and mailed along with the original of a positive listing for each payroll for which dues deductions have been made as listed above. The listing must include names and amounts withheld.

Section 5. Only Standard Form 1187, (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) shall be used for the purpose of authorizing an allotment. It shall be the responsibility of the Union to procure the prescribed form; to distribute the form to its members; to certify as to the amount of its dues; to inform and to educate its members on the program for allotments for payment of dues, and uses and availability of the prescribed form. The Union will send the completed forms in duplicate to the payroll office. After processing in the payroll office, the original will be retained in the payroll document file and the copy returned to the Union.

Section 6. The payroll office will terminate an allotment:

a. At the end of the pay period during which an employee is separated from the installation's rolls through death, retirement, transfer, resignation, or other cause; or

b. At the end of the pay period during which notice is received from the Union that the employee has been suspended or expelled. It shall be the responsibility of the Union to notify the payroll office within 10 days after a member from whom dues deductions are being made has been suspended or expelled;

c. Upon loss of exclusive recognition by the labor organization; or

d. In the event this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

e. Revocation forms, Standard Form No. 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, are available from the Union office. Employees may file a revocation form or other written revocation request with the payroll office. Such revocation will not be effective however until the first full pay period following one year from the date the first deduction was made by the payroll office provided the form or request is received in a timely fashion. Thereafter, such revocation will not be effective until the first full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date and no earlier than 30 days before such anniversary date.

Section 7. It shall be the responsibility of both the Employer and the Union to inform the employee members that decision to authorize the withholding of Union dues is entirely voluntary and that such allotment will take effect during the pay period beginning after the prescribed form, properly completed and signed, has been received in the payroll office. A supply of Standard Form 1188, (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues), will be obtained by the Employer through normal publication channels and will be made available to employee members upon request through the payroll office, where, after processing, the original will be retained in the payroll document file and the copy returned to the Union. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the prescribed form.

ARTICLE 25 CONTRACTING OF BARGAINING UNIT WORK

Section 1. The Employer will notify the Union President if it becomes necessary to contract work normally performed by employees in the unit, which would affect the number of employees currently employed in the unit. Notification will be given as soon as possible after the necessity for contracting is known.

Section 2. Rationale -for contracting o-f work in this category will be provided to the Union upon request. The Employer will provide the Union access to records pertaining to a specific contract and copies thereof, if requested unless prohibited by law and/or regulations from higher authority. Union views concerning contracting of work affecting the number of employees currently employed in the unit will be considered by the Employer.

ARTICLE 26

PERFORMANCE APPRAISALS

Section 1. The performance system as applied to bargaining unit employees will be a result of application of standards of performance to the employee performance on critical and non-critical major elements of the employee's position. The employee will be rated on these elements.

Section 2. Employees participation in establishing or modifying performance standards will be achieved in the following ways:

a. The employee may draft the Job Performance Planning Worksheet initially and submit it to the rating supervisor, or

b. The rating supervisor may draft and submit the worksheet to the employee for review and comment, or

c. Both parties may work on the worksheet together. The performance requirements should be the result of a mutual effort toward commonly understood and agreed upon standards. However, if agreement is not possible, upon request, the employee may informally discuss the disagreement with the Employer. The Employer, after discussing the disagreement with both the employee and rating supervisor, will make a final decision. Employees cannot grieve the establishment of performance requirements which include major job elements, supporting tasks and performance standards. Likewise, designation of major job elements as critical or non-critical is not grievable.

Section 3. During the process of drafting, discussing, and finalizing the performance requirements, all meetings will be one-on-one meetings between the supervisor and employee; and are considered informal, not requiring representation. Employees, however, may request a follow-up meeting with the rating supervisor in which a Union official is present in order to resolve any misunderstandings regarding the performance requirements.

Section 4. This appraisal system will be a -factor in determining performance awards and quality step increases based upon sustained performance.

Section 5. During the yearly appraisal period, all employees will have at least one conference during the evaluation period before final annual appraisal. Such conference shall take place approximately midway in the appraisal period and shall be annotated on Standard Form 7B (Employee Record Card) or in the employee performance file. The employee may make written comments in response to any conferences. A copy of the response shall be placed in the performance file or attached to the employee record card.

Section 6. If the employee is dissatisfied with the official rating, he may informally discuss the rating with the rating official providing rationale as to why the rating should be reconsidered. The employee may make an appointment with the Management Employee Relations Branch of the Civilian Personnel Office for the purpose of reviewing appropriate regulations and discussing his dissatisfaction. The employee should be aware that the Management Employee Relations Branch has no authority to change the rating. If this informal procedure fails to satisfy the employee, the employee at this time may file a grievance if appropriate, using the negotiated grievance procedure in Article 40 of this agreement.

ARTICLE 27 ACCEPTABLE LEVEL OF COMPETENCE

Section 1. Advancements in pay ("within grade increases") for Class Act employees whose performance is at an acceptable level of competence are provided for those employees who have met the prescribed length of service in grade.

Section 2. The determination as to whether an employee is or is not performing at an acceptable level of competence will be based upon the evaluation of performance during the current waiting period.

Section 3. Initial determinations will be made by the immediate supervisor who is responsible for recommending performance ratings. Ordinarily, a favorable determination made by the immediate supervisor will be final.

Section 4. When the supervisor's evaluation leads to the conclusion that the employee's work is not of an acceptable level of competence, the supervisor shall provide the employee s written notice not later than sixty (60) calendar days before the employee has completed the waiting period for the step increase. The notice will contain as a minimum the following information:

a. An explanation of each aspect of performance in which the employee's services fall below an acceptable level and how this renders his performance on the job as a whole below an acceptable level.

b. A statement of performance requirements on each aspect of his job where the employee's performance has not met the acceptable level.

c. Advice as to what the employee must do to bring his performance up to the acceptable level.

d. A statement that his performance will not be evaluated as being at acceptable level unless his performance improves to the acceptable level prior to the end of the waiting period._

e. A statement that he has until the end of the waiting period in which to bring his performance to an acceptable level.

Section 5. After further evaluation of the employee's performance, the supervisor will take one of the following actions prior to the end of the waiting period:

a. In the event the employee's performance reaches the - acceptable level, the Employer will notify the employee of this determination in writing. _

b. In the event the employee's performance does not reach the acceptable level of competence prior to the end of the waiting period, the supervisor will give the employee notice of this determination in writing not later than the end of the waiting period. The notice will inform the employee of the basis for withholding the within grade increase and the procedures and time limits for requesting administrative reconsideration. The notice will be signed by the immediate supervisor and concurred with by a higher level of supervision, if any.

Section 6. Failure to inform the employee sixty (60) days in advance of the completion of the waiting period that his work is not acceptable will not in itself be a basis for awarding the

within grade increase. When a negative determination is made without in-forming the employee sixty (60) days in advance, another determination will be made not later than sixty (60) days after the date on which the employee completed the waiting period.

Section 7. When a reconsideration or appeal results in a finding favorable to the employee, the effective date of the within grade increase may be the date it would have been made had the initial determination been favorable.

ARTICLE 28

EQUAL EMPLOYMENT OPPDRTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all qualified persons, to prohibit discrimination because of age, race, color, religion, sex, national origin, or physical/mental handicapping condition, and to promote the full realization of equal employment opportunity (EEO) through a continuing affirmative action program.

Section 2. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon age, race, color, religion, sex, national origin, or handicapping condition from the Employer's personnel policies and practices and working conditions.

Section 3. The Employer will maintain an agreement within the Fort George G. Meade Equal Employment Opportunity Office to provide operating-level EEO services necessary to carry out a fully functional EEO program.

ARTICLE 29

INCENTIVE AWARDS AND ARMY IDEAS FOR EXCELLENCE PROGRAM (AIEP)

Section 1. The Employer and the Union agree that to properly maintain interest and to promote new ideas, it is necessary to have a valid and proficient Incentive Awards and AIEP Program. To assure this, the Employer agrees that all eligible ideas and incentive awards will be fairly and equitably evaluated and

promptly processed in accordance with applicable regulations.

ARTICLE 30

PARKING FACILITIES

Section 1. The Employer agrees that reserved parking spaces will be provided for the physically handicapped.

Section 2. The Employer and the Union agree to encourage employees to utilize "Rider-Pools" in order to minimize the number of automobiles coming on the installation.

Section 3. All available parking areas will be designated for parking as close to assigned work area as feasible. In this connection, an appropriate representative of the Employer shall review any alleged inequities reported by the Union in the utilization of available parking facilities and may recommend additional parking areas as the need arises, commensurate with the availability of space.

ARTICLE 31

FINANCIAL OBLIGATIONS OF EMPLOYEES

Section 1. The Employer agrees that no personnel of the Employer shall be assigned to perform work as a collection agent for debts allegedly due by an employee to any private individual or firm. No employee shall have disciplinary action taken by the Employer against him for failure to pay alleged debts to any private individual or firm unless he fails to honor debts he acknowledges to be valid, or whose validity is supported by a court judgment.

Section 2. It is recognized that all employees are expected to pay each just financial obligation in a proper and timely manner, especially one imposed by law such as Federal, State, or local taxes. A just financial obligation means one acknowledged by the employee or reduced to judgment by a court. In a proper and timely manner means in a manner which the supervisor determines does not, under the circumstances, reflect adversely on the Government and the Employer. In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, where debt is not acknowledged by the employee or reduced to judgment, the Employer will neither act as an arbitrator, nor will the Employer take any action against the employee which is directly or indirectly related to that debt. Failure without good cause to honor just debts may reflect on an employee's suitability for

continued employment and may lead to disciplinary recourses.

Section 3. The above does not apply to any Employer sponsored credit card issued in employee's name.

ARTICLE 32

ADVERSE WEATHER PROVISIONS

Section 1. The Employer agrees to abide by the general provisions of FB6M Regulation 210-10; however, the Employer retains the authority for early release-or excusal of personnel under his jurisdiction. If weather conditions justify curtailing some or all headquarters activities during duty hours, employees so affected will be notified promptly through their respective supervisors.

Section 2. Upon implementation of the provisions of FGGM Regulation 210-10 unit personnel with children in child care facility will be allowed to pick them up in the event inclement weather closed the facility. The Employer retains the right to require the employee to return to duty.

ARTICLE 33

EATING AREAS

Section 1. Employer agrees, where practicable, to designate an area for employees to eat their lunches in each building in which unit employees normal ly carry on their work.

ARTICLE 34

CIVIC RESPONSIBILITIES

Section 1. The Employer and the Union recognize the importance of employee participation in authorized charitable fund raising campaigns, saving bond drives, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and the Employer and the Union shall refrain from exerting pressure upon employees to participate. The Union agrees to support such campaigns and encourage employee participation.

Section 2. The Employer and the Union will participate jointly in increasing interest and participation in the American Red Cross Blood Donor Program. The Employer will assure that donors

will be granted excused absence in accordance with applicable regulations.

Section 3. The Employer agrees that eligible employees who are called -for jury duty will be paid at their basic rate for time lost -from their normal basic work schedules. Such employees' will check with the servicing Civilian Personnel Officer or his representative to determine if they are allowed to accept any compensation or fees. An employee called for such duty will promptly notify the Employer in order that arrangements may be made for his absence. The employee will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on such duties.

Section 4. Insofar as practicable, employees who are eligible and desire to vote in national, state, and local elections or referendums, shall, upon request, be granted a sufficient amount of excused leave to permit them to report for work no more than three hours after the polls open or leave work no more than three hours before the polls close, whichever requires the lesser time off from work, without charge to leave or loss of pay. Under unusual circumstances, an employee may be excused up to a full day for this purpose.

ARTICLE 35

EMPLOYEE SERVICES

Section 1. The Employer will make reasonable efforts to provide employee services which fulfill demonstrated needs for motivating employees toward better production, promoting employee health and improving their morale, and which are responsive to expressed interests of employees in consonance with Department of the Army Policy.

Section 2. It is a policy of the Employer that employees are to be promptly notified of personal emergency telephone calls or messages received for employees during duty hours.

Section 3. Where facilities and space are available, the Employer will establish a room where employees who became ill on the job may rest for a reasonable amount of time until they are able to work. Employees not recuperating after a reasonably short period will be referred to the occupational health nurse (Sect10 Art 37).

ARTICLE 36

FACILITIES AND BULLETIN BOARDS

Section 1. The Employer agrees that, whenever practicable, facilities may be made available to the Union for meetings during non-duty hours. Arrangements shall be made, in advance, with the appropriate management official responsible for the location involved. The Union shall conform to all safety and security regulations and housekeeping requirements. The Employer agrees that space, when available, may be used by Union representatives to hold discussions with individual employees.

Section 2. It is agreed that all internal Union business, for example, soliciting members, collecting dues, electing officers, posting and distributing literature and meetings, will be conducted during the non-duty hours of the employees involved.

Section 3. The Employer agrees to provide a designated space on one bulletin board in each major separate activity thereof, as necessary, within the headquarters for the posting of Union notices, and similar informational material. The Union shall be responsible for posting and removing material and maintaining its bulletin space in an orderly fashion acceptable to the Employer. Information such as brochures, flyers, notices, and other publications by the Union National Headquarters shall not require prior approval before posting. Any publication of the local Union bearing on interpretation of regulations shall require prior approval of the Civilian Personnel Officer. The Union agrees to comply with governing laws and regulations, and will insure that posted materials do not contain scurrilous or libelous material.

Section 4. The Employer agrees that enveloped communications between Union management and union stewards may be delivered through the headquarters communications distribution system provided that the material meets the criteria of applicable regulations.

ARTICLE 37

SAFETY

Section 1. The Employer agrees to continue to make every reasonable effort to provide and maintain safe working

conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

Section 2. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the responsible supervisor. If the supervisor agrees with the employee or Union Representative that a serious safety hazard exists, work shall immediately be stopped until the safety hazard is corrected. If the safety question is not settled, the supervisor shall refer the matter to the Division Chief for decision or referral to the Fort George G. Meade Safety Officer/or Safety Committee for a decision.

Section 3. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health an Employer representative shall inspect the job to insure that it is safe before requiring the employee to carry out the work assignment.

Section 4. To the extent possible, the assistance of appropriate medical official shall be utilized to help maintain an industrial health program to aid employees to enjoy optimum health while on the job.

Section 5. The Fort George G. Meade Safety Officer shall notify the Union as soon as possible after a disabling accident has occurred involving a unit employee.

Section 6. It is agreed that all employees shall be required to report all accidents immediately, as required by existing regulations. The Employer will require supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent for initial treatment or diagnosis at the Fort George G. Meade Dispensary or Hospital by employees injured during working hours shall not be charged to leave. _

Section 7. The Employer agrees to participate in the Fort George G. Meade industrial health and emergency aid program. In case of an injury or sickness, an employee shall not be required to return to work until the Employer's medical officer or a physician determines that the employee is fit for duty. An employee may be assigned to another job, temporarily, if his injury is of a nature that incapacitates him from his regular

job. An employee sent to a hospital or other health care facility shall be furnished transportation by the Employer if his condition precludes travel by public or private transportation.

Section 8. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign matter are kept away from the fire extinguishers.

Section 9. The Employer will notify the- employee within three (3) workdays of the injury, of their option in benefits under the Federal Employee's Compensation Act.

Section 10. The Employer hereby agrees to participate in the Fort George G. Meade occupational health program which provides the following services:

a. Emergency diagnosis and first treatment of injury or illness that became necessary during working hours;

b. Pre-employment examinations of persons selected for appointment (within the limitations of FPM Chapter 339)

c. Employee health maintenance examinations (annual physicals);

d. Providing treatments requested by private physicians to the extent authorized by regulations;

e. Preventive services including (1) preventing and controlling health risks, (2) health education programs, and (3) specific disease screening examinations and immunizations;

f. Referrals to private physician or dentist based on preventive service findings.

Section 11. The Union shall be advised of Federal or Agency Safety inspections. The Union shall not be prevented from accompanying Occupational, Safety, and Health Administration (OSHA) or other -Safety Inspectors on their inspections.

ARTICLE 38

PUBLICIZING THE AGREEMENT

Section 1. The Employer will make available to each employee in the unit, a copy of the agreement. Employee, upon request, will be provided an individual copy. The Employer will provide the Union with 15 copies of the Agreement for internal Union use.

Section 2. As part of their orientation, new employees hired or promoted to a position within the unit will be advised of the Union's exclusive recognition.

ARTICLE 39 GENERAL PROVISIONS

Section 1. The Employer agrees to make available to the Union a complete up-to-date personnel listing of all unit employees as updated. Each such listing shall include the name, work location, title, and grade of each employee. With respect to such roster the Union agrees to abide by the Privacy Act.

Section 2. The Employer agrees that any employee in the unit who contemplates retirement shall be afforded retirement counseling by the servicing Civilian Personnel Office to ensure the interests of employees are protected. Alternative retirement plans for which an employee is available will be explained in detail.

Section 3. Each employee in the unit will be notified as to who is his immediate supervisor, and advised of any change.

Section 4. Employees within the unit will not be canvassed in regards to any matter subject to negotiation or consultation unless by mutual agreement of the Union and the Employer. This limitation shall not apply, however, to surveys conducted by the servicing Civilian Personnel Office, Department of the Army, or the Office of Personnel Management, for the purpose of evaluating the effectiveness or personnel management in the unit or any of its organizational elements._

Section 5. The Employer will make reasonable efforts to provide and maintain clean and sanitary facilities by furnishing sufficient supplies and janitorial service to keep the rest rooms, drinking fountains, and general work areas clean. Since the maintenance of such conditions depends to a very large extent on the cooperation of each employee, the Union agrees to encourage employees to observe good sanitary habits and practices and to keep facilities tidy, orderly, and neat at all times.

Section 6. The Employer and the Union agree that the security and protection of Government property are of vital concern to both parties. The parties -further agree to cooperate in preventing fire and theft of Government property by improving security of work and storage areas and by educating the employees in the consequences of conviction for theft. -

Section 7. The Employer and the Union will encourage the achievement of high standards of employee performance; reduction of sick leave; participation in the AIEP; and conservation of energy resources in accordance with applicable laws and regulations.

Section 8. The Employer and the Union agree that in the interest of maintaining a congenial work environment, both supervisors and employees will deal with each other in a manner reflecting mutual respect.

ARTICLE 40

GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Except as provided in Section 2 of this article, this negotiated procedure shall be the exclusive procedure for resolving grievances which fall within its coverage. Matters not covered by this procedure may be processed under any other * procedures which is available for the purpose, including agency grievance procedures.

Section 2. Scope-A grievance means any complaint

a. by any employee concerning any matter relating to the employment of the employee:

b. by the union concerning any matter relating to the employment of any employee; or

c. by any employee, the union or the employer concerning -

(1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment

Except that it shall not include a grievance concerning;

(1) any claimed violation relating to prohibited political activities;

(2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for national security reasons.

(4) any examination, certification or appointment.

(5) the classification of any position which does not result in the reduction in grade or pay of an employee.

(6) Any matter for which a judicial review is available without the exhaustion of an administrative remedy.

(7) Probationary employee actions.

(8) Notice of proposal on adverse action.

(9) Any adverse action until the effective date.

(10) Failure to adopt suggestions or granting of incentive or other awards.

(11) Non-selection from a group of properly ranked and certified eligible.

(12) Decisions to conduct a reduction in force.

(13) Decisions to require medical evaluation for medical inability to perform duties.

(14) The content of performance standards (application may be grieved).

(15) Grievances which have as their relief, disciplinary action against another employee.

(16) Denials of within-grade increases (may be appealed to the MSPB).

(17) Any other matter for which a statutory appeal procedure exists, save only that, in those matters wherein, under 5 USC 7121 <d> and (e) an employee may exercise an option to pursue the matter under an appeal procedure or the negotiated grievance procedure, that option shall be preserved.

Section 3.

a. An aggrieved employee affected by discrimination, a removal, or reduction in grade based on unacceptable performance or adverse action may, at the employee's option, raise the matter under a statutory appeal procedure, or this grievance procedure; but not both.

b. For the purpose of this section and pursuant to Sections 7121(d) and (e) of the act, an employee shall be deemed to have exercised his option under this section only, (1) when the employee files a timely notice of appeal under the appellate procedure, or (2) files an informal administrative EED complaint or files a timely grievance in writing under the negotiated grievance procedure.

Section 4.

a. A grievance may be undertaken by the Union, an employee, or a group of employees. Only a Union representative may represent employees, in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be present at all discussions during the grievance process. Any written grievance must include the specific action grieved, and explanation of why the action is contrary to the agreement, law or regulation and the specific relief sought.

b. In any complaint involving the optional procedures in Section 2 of this article, such complaint shall be initiated normally at Step 2 of the grievance procedure. The time limits of Step 1 for initiation of the grievance will apply, and will begin to toll from the effective date of the action being grieved.

Section 5. The following procedures are established for the resolution of grievances:

STEP 1. The grievance shall first be taken up by the grievant (and the Union representative if the employee elects to have one) with the immediate supervisor or the lowest management official with authority to render a decision. The grievance

must be initiated within 15 workdays of the date that the grievant could reasonably be expected to be aware of the incident or condition giving rise to the grievance. Grievances arising over matters with no identifiable initiating event may be submitted at any time. A decision will be given to the grievant within 10 workdays after presentation of the grievance. Failure of management to meet this deadline shall enable the Union to proceed with the grievance without awaiting for a decision beyond the deadline date. Failure of the Union/Grievant to proceed to the next appropriate step will result in cancellation of the grievance. Grievances of disciplinary and adverse actions will normally begin at Step 2.

STEP 2. If the grievant is dissatisfied with the decision given at Step 1, the grievance may be reduced to writing by the aggrieved and advanced to the next step as follows:

Within 10 workdays after receipt of the decision on the Step 1 or within 10 workdays after the date it should have been received, the grievance shall be presented by the aggrieved or his representative to the next level of supervision with authority to render a decision. The grievance shall be submitted in writing. Upon receipt of the grievance, the management official shall within 10 workdays render a written decision.

STEP 3. If dissatisfied with the decision reached in Step 2 or if no decision is given, the grievant may, within 10 workdays after receipt of the written decision or within 10 workdays of the date it should have been received; present the grievance to the appropriate commander or his designated representative. Upon receipt of the grievance the appropriate commander will within 10 workdays render a written decision. Such decision and its basis shall be in writing. If the decision at this step is not satisfactory, the Union may proceed to binding arbitration in accordance with the arbitration article (Article 41) of this agreement.

Section 6. Grievances (Article 40) between the Union and the Employer shall be submitted in writing to the appropriate commander or his designated representative or the Union president or designated representative as the case may be, within 15 workdays of the date the grievant became aware of the grievance. The grievance shall contain the following:

a. Statement setting forth facts upon which the grievance is based.

b. Specifically alleged violation.

c. Remedial action sought.

The decision at this level will be given within 10 workdays of receipt of the grievance. If the decision is unsatisfactory to the grievant it may be submitted to arbitration in accordance with the arbitration Article (Article 41) of this agreement.

Section 7. If mutually agreed, the parties may extend all time limits in this article

Section 8. In the event either party should declare a grievance non-arbitrable, all such disputes may be referred to arbitration as a threshold issue.

Section 9. 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. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 10. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 11. Whenever the time limits of this procedure terminate on a Saturday, Sunday, and Holiday or furlough day they will be automatically extended to the next day when all parties are in a work status.

ARTICLE 41

ARBITRATION

Section 1. If the Employer and the Union fails to settle any grievance processed under the negotiated grievance, such grievance, upon written request by either party within 30 calendar days after issuance o-f the Employer's final decision, shall be submitted to arbitration.

Section 2. Within seven (7) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list. If they can't 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 will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either party refuses to participate in the selection of an arbitrator, or (2) upon inactivation or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The prevailing party shall not bear any of the expenses of arbitration. In the event of a split decision the costs of arbitration shall be borne equally by both parties. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants, if employees, in the hearing shall be in a duty status. No overtime or compensatory time will be granted.

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

Section 7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section S. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 42

TRADE JURISDICTION

Section 1. The Employer retains the basic right to assign work in the manner considered best to maintain an efficient operation. In the event a problem arises with respect to duties or craft jurisdiction affecting employees in the unit, the Union may bring their views on such matters to the attention of the Employer via normal consultation channels. The Employer agrees to consider the views and recommendations of the Union in regard to policies and practices relating to assignment of work.

ARTICLE 43

DURATION AND CHANGES

Section 1. This agreement will remain in full force and effect for 3 years from the date of approval by the agency. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the 3-year expiration date, for the purpose of renegotiating this agreement. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 2. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed from year to year, thereafter subject to the other provisions of this article.

Section 3. This agreement, except for its duration period as specified in Section 1 above, is subject to opening only as follows:

a. It may be opened for amendment (s) at the request of either party at any time after it has been in effect for at least six (6) months. Request for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within ten (10) working days after receipt of such notice to negotiate the

matter(s) involved in such requests. No changes shall be considered except those bearing directly on the proposed amendment(s).

Section 4. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Authority and the Federal Service Impasses Panel. Any supplements must be approved by the Commander, U.S. Army Recruiting Command and will remain in effect in accordance with the provisions of this article.

Section 5. Termination of this agreement will not in and of itself terminate the recognition granted the Union.

Section 6. This agreement may be terminated (a) by mutual consent of both parties (b) at any time it is determined and established that the Union is no longer entitled to exclusive recognition under Chapter 71 of Title 5, USC, and (c) by either party, upon proper notification to the other party at the expiration date.

ARTICLE 44 EMPLOYEE PERSONNEL FILES

Section 1. No derogatory material of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file or performance record card without his knowledge, except for those matters for which disclosure is prohibited by regulation.

Section 2. Upon request of the employee concerned, his personal records will be made available to him and his representatives, except for those matters prohibited by regulation. Employees cannot remove the official personnel folder from the Personnel Office.

ARTICLE 45

EMPLOYEE-MANAGEMENT COMMUNICATION

Section 1. It is agreed and understood that effective communication between management and the individual employee is

essential to the efficient accomplishment of the mission of the Employer. The Employer agrees that group meetings will be held by supervisors, when required, with all employees in the unit on subjects such as safety, training, promotion announcements and opportunities, workload, backlog, group performance, management studies or organizational changes, and other information pertinent to the mission of the Employer consistent with security requirements.

Section 2. The Employer further agrees to ensure that personnel at all levels will be encouraged to express their individual opinions on matters discussed on these occasions and that all employees will be urged to suggest ways and means to improve the administration of his unit, section, branch, or division.

Section 3. Union representatives may make periodic reports to the Chief of Staff on methods to improve communications and also on significant results derived from improved communications.

Section 4. The Employer further agrees that prior to performing any time measurement study which requires direct participation of employees in the unit, the employees in the affected work area will be called together and told what is to be done and what improvements are expected from the study. The Employer also agrees to advise the Union of the results of any time measurement study which is to be implemented in whole or in part prior to the implementation of the study.

ARTICLE 46

INJURY COMPENSATION

Section 1. It shall be the policy of the Employer that any employee who is injured in the performance of his duties shall receive benefits in accordance with applicable laws and regulations.

Section 2. The Employer shall designate an official to be responsible for assuring that the Employer's obligations under the Federal Employees' Compensation Act are promptly and efficiently discharged.

Section 3. It will be the policy of the Employer to require the reporting of all known on-the-job accidents and injuries promptly on appropriate forms, providing immediate first-aid or emergency medical treatment, advising injured employees of the benefits available to them, and providing them with the necessary forms in support of claims for compensation. In cases

of claims, the Employer will assist the employee in completing such claims forms and in forwarding to the appropriate officials.

Section 4. The Employer will explain to the employee and his Union representative if requested by the employee and available within a reasonable time frame, his option of using sick leave in cases of lost-time situations resulting from occupational injuries or being compensated by the Bureau of Employees' Compensation. The employee will also be advised that transportation and medical care may be provided by, or authorized and paid for by the Bureau of Employees' Compensation in cases of approval of claims for job connected injury or disability in accordance with applicable rules and regulations.

Section 5. The Union agrees to assist the Employer in encouraging employees to promptly report personal injuries.

ARTICLE 47

PRODUCTIVITY

Section 1. The Union acknowledges that the Employer has a continuing obligation to improve the efficiency of operations in accordance with the express directives of the President, the Congress, the Office of Personnel Management, and Department of the Army. The Union recognizes, further, that to fulfill this obligation the Employer must effectively evaluate machine and manpower productivity, utilization and proficiency, and determine the methods, means, and personnel by which the operations will be conducted.

Section 2. The Employer will foster a positive work environment and solicit top performance from employees by helping them realize the full range of their potential, encouraging a sense, of involvement and responsibility within the job situation and giving appropriate recognition for exceptional or high level performance.

Section 3. The Union will support the goal of increased productivity by communicating to employees matters such as the following which benefit them and the installation:

- a. Giving high quality service.
- b. Submitting new ideas.
- c. Eliminating unnecessary work.

- d. Avoiding accidents,
- e. Keeping the work site neat.
- f. Cutting down tardiness.
- g. Avoiding abuse of sick leave.
- h. Minimizing non-productive time.

ARTICLE 48

ALCOHOLISM AND DRUG ABUSE

Section 1. The Union and the Employer are concerned with the accomplishment of Employer's missions and the requisite need to maintain productivity. The Employer and the Union will support the Fort Meade Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) which serves management and the work force.

Section 2. Employees who suspect that they may have an alcoholic or drug abuse problem are encouraged to voluntarily seek counseling and assistance for their problem.

Section 3. Since alcoholism and drug abuse are complex but rehabilitative conditions, each case will be handled on its individual merits and with knowledge of all factors involved in each particular individual's rehabilitation process.

ARTICLE 49

HOURS OF WORK

Section 1. Flexitour. Flexi tour is a system of working hours which allows designated employees to choose their starting, lunch, and quitting times subject to change twice a year and approval of the Employer in accordance with the rest of this article.

Section 2. The basic workweek will consist of five (5) days, normally Monday through Friday, except for those employees whose

services are determined by the Employer to warrant other basic work weeks.

a. The workday must be completed in one shift, broken only by the lunch period.

b. No more than six (6) consecutive hours of work can be performed without a lunch period.

c. The working day is composed of the hours from 0600 until 1730 and consists of a core time from 0900 until 1430, when, except for the lunch period, all employees are required to be at work and three (3) periods of flexible time: 0600 to 0900, a lunch period near the middle of the shift, and 1430 to 1730.

d. The Employer will determine the number of employees, skills, and grade levels required. Management also retains the authority and responsibility to ensure that work is being performed in an efficient, effective, and economical manner. This may mean that some employees will be unable to participate in flexitour when there are valid work related reasons, due to the demands of their positions, which render participation difficult or impossible.

e. Where coverage of a particular function requires a specific tour of duty, the employees in that unit will be given the opportunity to voluntarily make arrangements to provide the needed coverage.

f. If the employees in the unit are unable to find a voluntary solution that is acceptable to management, the cognizant supervisor will make the assignment.

g. Employees may choose to take a thirty (30) minute to sixty (60) minute lunch period near the middle of their shift.

h. Employees will sign in and out using forms provided by the Employer. All hours worked, including overtime and compensatory time, will be recorded on time and attendance records.

Section 3. Rest periods not to exceed 15 minutes during each four (4) hours of work may be granted within the work unit consistent with workload requirements. Rest periods are a privilege which may be withdrawn if abused. In event withdrawal is necessary; the Union will be furnished the reasons for the withdrawal in writing. The rest period may not be a continuation of the lunch period. Time authorized by management for these functions (storage, clean-up) will be as necessary

within the activity and may vary within the unit depending upon work areas and other conditions. It is understood that each employee shall be at his/her job site ready -for work at the scheduled starting time of his/her shift and conclusion of his/her designated lunch and rest period.

APPENDIX A

"USE IN TRIPLICATE"

Office Symbol (690-700C)

MEMORANDUM FOR

(Supervisor of Union Representative)

SUBJECT: Union Representative's Use of Official Time

1. Request permission to use office time from approximately _____ hours to _____ hours for the purpose of performing representational duties in conjunction with Article 7 of the Negotiated Agreement between Headquarters, US Army 1ST Recruiting Brigade (NE), and US Army Baltimore Recruiting Battalion and AFGE Local 1622.

2. Purpose:

a. Check as appropriate:

- Grievance Procedure
- Management-Union Meeting
- Labor Negotiations
- Other (Specify)

b. Employee represented

Signature of Union Representative

APPROVED _____ DISAPPROVED _____ (Explain reason(s) for disapproval)

Remarks!

Signature of Supervisor of Union Representative

4. I have performed representational duties in the above matter from ____ hours to ____ hours.

Signature of Union Representative

5. Forwarded to Civilian Personnel Officer, MER Division for information and file on ____ (date)_

Signature of Supervisor of Union Representative

DISTRIBUTION:

Original: CPO, MER Division

Copy: Union Representative

Copy: Supervisor of Union Representative