NEGOTIATED AGREEMENT
BETWEEN
LOCAL 2484, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL/CIO

AND

THE UNITED STATES ARMY MEDICAL RESEARCH ACQUISITION ACTIVITY

Approved 8/9/02

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PREAMBLE

Pursuant to the provisions set forth in the Federal Labor-Management Relations Statute as found at Chapter 71 of Title 5, United States Code (Title VII of the Civil Service Reform Act of 1978 or Public Law 95-454), hereinafter referred to as the Statute or 5 USC 71, the following Agreement is entered into between the U.S. Army Medical Research Acquisition Activity (USAMRAA), Fort Detrick, Maryland, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 2484, hereinafter referred to as the Union, collectively hereinafter referred to as the Parties, for the employees in the bargaining unit described in Article 1, hereinafter referred to as the Employees.

Whereas the Congress of the United States has found that the right of the Employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between the Employees and the Employer involving conditions of employment, the Parties enter into this Agreement with the intent and purpose of promoting these objectives.

Whereas the Congress of the United States has further found that the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government, the Parties enter into this Agreement with the intent and purpose of promoting these objectives and the essential mission(s) of the Employer.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to describe the contractual obligations of this Agreement as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and determine who will perform the function discussed.

ARTICLE 1 – EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

Section 1 – The Employer hereby recognizes the Union as the exclusive representative of all the Employees in the bargaining unit described in Section 2, below. The Union hereby recognizes its responsibility to represent the interests of all the Employees of the bargaining unit fairly without discrimination and without regard to Union membership.

Section 2 – The bargaining unit to which this Agreement is applicable is composed of all non-supervisory employees, employed by, assigned to, and located at the USAMRAA, Fort Detrick, Frederick, Maryland, exclusive of those employees enumerated at 7112(b) of the Civil Service Reform Act (CSRA) of 1978.

ARTICLE 2 – MATTERS SUBJECT TO NEGOTIATION

Section 1 – It is agreed that matters appropriate for consultation and negotiation between the Parties during the term of this Agreement are those that deal with conditions of employment. Conditions of employment are defined as personnel policies, practices, and matters, whether established by rule, regulation or otherwise, that affect the working conditions of Employees. The negotiability of such matters shall be subject to and consistent with Federal Law, Government-wide rules or regulations, a national or other controlling agreement, or a DoD or DA rule or regulation for which a compelling need has been determined to exist, unless an exclusive representative represents a unit that includes a majority of the DoD or DA employees to whom the rule or regulation is applicable. All determinations of compelling need shall be made by the Federal Labor Relations Authority (FLRA) in accordance with 5 USC 7117.

Section 2 – When published Agency or Government-wide policies and regulations in effect at the time this Agreement was negotiated are subsequently changed during the term of this Agreement, or when new Agency or Government-wide policies and regulations that do not merely transmit requirements imposed by law are published during the life of this Agreement, the Parties may, by mutual consent, bargain collectively to bring the Agreement into conformity with the new requirements. Any request for bargaining based on this provision shall be in writing and must be accompanied by a summary of the proposed amendment(s) and the reasons for them.

Section 3 – It is understood and agreed that prior to any changes in conditions of employment, the Union will be notified and afforded the opportunity to bargain over all matters appropriate for negotiations. USAMRAA, the Employer, agrees to provide the Union with advance written notice of local proposals that would implement new personnel policies, practices or matters affecting working conditions as they apply to the USAMRAA Bargaining Unit. These advance proposals must contain, at a minimum, what change is proposed, why the change is needed, with detailed information outlining current and future conditions that will be affected by this change, and Management's view as to how this change will impact the bargaining unit. If the Union desires to negotiate such proposals, it must so notify the Employer, in writing, within twelve (12) business days, exclusive of holidays, of the date on the advance written notice. If the Union determines that the Management notification is sufficient for bargaining, their response will include substantive bargaining proposals. However, if the Management proposal(s) does not provide adequate details for the Union to determine bargaining unit impact or support its representational responsibilities, the Union response will so notify Management of this deficiency and include, at a minimum, a summary of its concerns and areas or points about which it feels Management clarification is required. If Management's local proposals do not provide the Union with adequate information to formulate proposals, as previously noted, the Union may request a meeting to clarify and identify issues in order to prepare proposals. Failure of the Union to submit substantive proposals within 30 calendar days from the initial notice will constitute approval of Management's local proposals.

Section 4 – The Employer recognizes that the Union is entitled to use the full amount of time allotted to it in Section 3, above, to respond to proposed changes. The Union recognizes the Employer's interest in implementing such changes as expeditiously as possible and agrees to respond as promptly as circumstances will allow, especially in those cases where it is requesting additional information from the Employer.

Section 5 – Any agreements arrived at by the Parties through formal negotiations under the provisions of this article shall be in writing, executed (signed) by the Parties, and approved (post-audited) by higher headquarters in accordance with 5 USC 7114 before becoming effective. Following approval, such agreements shall, by extension, become part of this Agreement.

Section 6 – Nothing in this article shall be construed as precluding the Parties from meeting, upon the request of either Party, at a mutually agreeable time to informally discuss and exchange views regarding personnel policies, practices and other working conditions that are not covered by this Agreement.

Section 7 – When engaged in formal bargaining or informal consultation, each Party is responsible for ensuring that its representatives are empowered to speak for it and when appropriate, enter into binding agreements. Failure of either Party in this regard shall not render null and void any otherwise valid agreements reached.

ARTICLE 3 – REGULATIONS AND PROVISIONS OF LAW

Section 1 – All published Agency and Government-wide regulations in existence at the time this Agreement was approved shall remain in effect during the lifetime of the Agreement and shall, by extension, be considered part of the Agreement. The Parties also agree to be bound by subsequently published Agency or Government-wide policies and regulations that do not conflict with the Agreement or established past practice, that are agreed to by supplemental written agreement, that are required by law to be applicable to prior existing labor agreements, or that are authorized by the terms of a controlling Agreement at a higher Agency level.

Section 2 – This Agreement shall be subject to all applicable provisions of law in existence at the time the Agreement was approved and future provisions of law that may become applicable during the term of the Agreement. The Parties agree that when future provisions of law conflict with provisions of this Agreement, the applicable provisions of the Agreement shall become null and void and unenforceable. If any law or action of the Government renders null and void any provisions of the Agreement, in accordance with Title 5 U.S.C., the remaining provisions of the Agreement shall remain in effect during the term of the Agreement.

Section 3 – The Employer will inform the Union of any legal, regulatory or policy changes that would affect this Agreement within 14 calendar days of the date on which the Employer becomes aware of such changes.

Section 4 – Questions as to interpretation of published policies or regulations of USAMRAA or regulations of appropriate authorities outside USAMRAA will be resolved in the following manner:

a. Upon receipt of a grievance and upon agreement of the Parties that the major issue is the interpretation of such a regulation or policy, the Employer will compile a record of facts bearing on the case, including citation of the grievance and any other support material.

b. The Employee and the Employee's Union representative, if any, will be given an opportunity to review this submission and to submit such written comments as they may desire as part of the record.

c. Upon receipt of the Employee's and/or Union's comments, the composite file will be forwarded by the Employer to the issuing office of the regulation or policy for official interpretation, with a request that the interpretation be provided within 30 days.

d. Upon receipt of the official interpretation, the Employer will notify the Employee in writing. If the Employee has a Union representative, the notification will be sent to the representative.

e. The Parties will consider the official interpretation in their efforts to resolve the grievance. If the grievance is submitted to binding arbitration, the provisions of Article 29, Section 14, of this Agreement shall apply.

Section 5 – No interpretation issue will be forwarded for an official determination under this procedure unless it is clear that the major issue is the interpretation of the regulation or policy. In this regard, referral will be made only for those grievances which provide an answer that is applicable to all Employees and in which there is a question of fact, rather than those in which there is a question as the method in which a regulation or policy was applied to the Employee, or of the fairness or equity of its application.

ARTICLE 4 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1 – Each Employee shall have the right to form, join or assist any labor organization, or refrain from any such

activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C. 7120, such right includes the right:

a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities, and,

b. To engage in collective bargaining with respect to conditions of employment through the exclusive representative in accordance with 5 U.S.C. 71.

Section 2 – All Employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age disabling condition or Union activity, and with proper regard for, and protection of, their privacy and constitutional rights. The Employer agrees that, whenever possible, supervisors shall conduct discussions with Employees, other than routine work conversations, in private. To the extent that it has knowledge of and can control the situation, the Employer further agrees that situations that would cause the Employee public embarrassment or ridicule, such as the serving of warrants or subpoenas, shall be handled in private.

Section 3 – When Employees receive conflicting orders, they have a right to seek clarification and resolve the conflict prior to carrying out the order. However, nothing in this section shall be construed as permitting an Employee to refuse to carry out an order.

Section 4 – Employees have the right to present their views to Congress, the Executive Branch, or other authorities, and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 5 – Employees have a right to be made aware of and receive copies of any personnel record or Privacy Act record that pertains to them personally and is maintained by the Employer or to which the Employer has access. This includes any documentation that is not covered by official records referenced in Article 36, Personnel Files and Official Records. Personnel records are defined as those that pertain to the supervision and management of Employees, to include records on the general

administration and operation of human resource management programs and functions, as well as records that concern individual Employees. Privacy Act records are defined as those that contain the Employee's name or some other item that identifies that Employee and from which information is retrieved by the name or other particular assigned to the Employee.

Section 6 – Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment that promote and sustain human dignity and respect. The Parties agree that Employee conduct in the workplace will be expected to conform, where applicable, to the requirements of law, rule or regulation, and that in the interest of maintaining a congenial and efficient work environment, management and Employees will treat each other with professional courtesy.

Section 7 – Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law that the Employee reasonably believes evidences a violation of law, rule or regulation, or provides evidence of mismanagement, a waste of funds, an abuse of authority, or danger to public employee health or safety.

Section 8 – An Employee has the right to question a directive that he/she believes would require him/her to violate a law, a regulation directly implementing a law, or a Federal Government acquisition regulation requiring compliance with a law, and to have the legality confirmed by the JAG Office before acting upon it. The Employee has a right to refuse that directive when in the opinion of the JAG Office it would require him/her to violate a law as stated above.

Section 9 – The Parties agree to encourage Employees to present their work-related problems first to the immediate supervisor or the lowest level of supervision that can effectively deal with the problem. Recognizing, however, that problems cannot always be resolved by the immediate supervisor, the Parties further agree that Employees have the right and option to seek the advice and counsel of other officials such as the next higher level of supervision, personnel specialists and Equal Employment Opportunity Counselors. Employees will be permitted, upon notification of their supervisor, to leave their jobs unless workload contingencies require the Employee to remain on the job, in which case the Employee will be released as soon as practicable, but, if possible, no later than 24 hours after the request. Regular hours will be charged.

Section 10 – Employees may contact Union representatives during working hours to discuss job-related problems. Before leaving their jobs to meet with Union representatives, Employees will first obtain the permission of their supervisor. Permission will be granted unless workload contingencies require the Employee to remain on the job, in which case the Employee will be released as soon as practicable, but, if possible, no later than 24 hours after the request. Regular hours will be charged.

Section 11 – Each Employee shall be given the opportunity to be represented at any examination by the Employer in connection with an investigation if the Employee reasonably believes that the examination may result in disciplinary action and the Employee requests Union representation. In such instance, the Employer shall suspend the examination and allow the Employee to obtain a Union representative. The Employee, with or without Union representation, must be prepared to continue the suspended examination as soon as possible, but not later than four (4) business days, if the Employer desires to continue the examination.

Section 12 – The Employer shall annually inform Employees of their rights under 5 U.S.C. 7114 (a) (2) (B) as set forth in Section 11, above.

ARTICLE 5 – UNION RIGHTS AND RESPONSIBILITIES

Section 1 – The Union is entitled to act for Employees in negotiating agreements with the Employer and to represent the interests of individual Employees when requested to do so.

Section 2 – The Union shall have the right and responsibility to present its views to the Employer, either orally or in writing, and to meet with the Employer at reasonable times to consult and negotiate in good faith concerning the working conditions of Employees.

Section 3 – The Employer recognizes the Union’s right to full and fair representation for the purpose of consultation and negotiation, and encourages Union representatives to express themselves freely on matters under discussion. When consulting or negotiating with the Union, the Employer agrees to recognize a number of Union representatives that does not exceed the number of management representatives present. Employee Union

representatives shall be on official time if they would otherwise be in a duty status.

Section 4 – In accordance with Chapter 7114 (a) (2) (B) of the CSRA of 1978, the Union shall be notified and given the opportunity to be represented at any formal discussion between management officials of the Employer and one (1) or more Employees or their personal representatives concerning any grievance or any personnel policy or practice or other general condition of employment. The criteria for determining whether a discussion is formal shall be as defined by the case law of the FLRA and the Federal courts. These criteria include, but are not limited to, how long the meeting lasted; whether a formal agenda was established; and whether Employee attendance was mandatory. The right of the Union to be represented at formal discussions includes the opportunity to speak, comment, make statements and ask questions, but does not include the right to determine the meeting agenda or take charge of, usurp or otherwise disrupt the meeting.

Section 5 – The right of representation at formal discussions shall include attendance at any orientation session sponsored by the Employer for new employees insofar as such sessions involve one (1) or more members of the bargaining unit. New-employee orientation sessions shall not be used to distribute Union literature, including Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, or otherwise solicit membership.

Section 6 – Union membership solicitations shall be confined to non-work time in non-work areas. The Parties agree that non-work time for this purpose is understood to mean that time during which the Employer has determined that performance of a job function is not required.

Section 7 – Union officers and stewards shall be protected in the performance of their representational duties (as referenced in this Agreement) from intimidation and/or coercion by any management official of the Employer.

Section 8 – The Union shall appoint Employees as stewards to carry out its representational functions. The number of Employee stewards shall be as determined reasonable and necessary by the Union. The Parties agree that the standard for reasonableness and necessity shall be the minimum number of stewards necessary for each Employee to have access to representation and to enable the Union to carry out its

responsibilities. The Employer agrees to recognize the Employee stewards designated by the Union and grant them official time to conduct their representational responsibilities in accordance with the applicable provisions of this Agreement.

Section 9 – When discussing grievances or other matters pertaining to this Agreement, Employee stewards will, except in unusual circumstances, initially contact the lowest level supervisor or management official having authority to act on the matter. Contacts above the third level of the grievance procedure (Article 29) will, except in unusual circumstances, be made by the Union Vice President, USAMRAA Bargaining Unit.

Section 10 – When conducting representational business, Employee stewards will inform the supervisors and management officials with whom they are dealing that they are acting in their capacity as Union representatives.

Section 11 – The Union will provide the Employer with a roster of its elected and appointed officials, to include Employee stewards. The roster will indicate the representational position in the Union, telephone extension, and the scope of representational responsibility for each officer and steward listed thereon. The Union shall be responsible for keeping the roster current and for posting a copy on the bulletin board(s) provided for its notices. Employees will be recognized as stewards or Union officers only when their names and assignments appear on this roster.

Section 12 – The Union affirms that its elected and appointed representatives, unless otherwise specifically indicated, are empowered to speak for the Union when dealing with the Employer and that agreements reached with these representatives shall be binding on all unit members.

Section 13 – The Union agrees that its Employee representatives shall not use their offices for matters outside the scope of this Agreement. Each Employee Union representative shall perform his/her representational functions in accordance with the spirit and understanding between the Parties concerning the application of this Agreement. The Union further agrees that any activities performed by any Employee relating to its internal business (including the solicitation of membership, election of officers and representative, and collection of dues) shall be performed only during non-work time, as defined at Section 6 of this article and in non-work areas.

Section 14 – Work stations will not be used to conduct representational business that involves lengthy discussions or matters of a personal or confidential nature. The Parties agree that except for brief communications regarding representational business, the Union office space located on the Employer's premises is the preferred place to conduct representational business.

Section 15 – The Union agrees that its right of representation does not extend to routine meetings between Employees and supervisors that do not meet the criteria for a formal discussion as defined at Section 4 of this article. Such meetings include, but are not limited to, work assignments, performance appraisal, performance counseling, progress reviews and counseling on conduct-related matters. The Employee may request representation, however, if he/she believes it would assist in resolving the concern or problem at issue. It shall be the responsibility of the Employee to initiate such requests, and each request shall be subject to supervisory approval.

Section 16 – To assist in conducting labor-management relations, the Union agrees to give the Employer as much advance notice as possible of the visit of non-Employee Union representatives if such visits involve meetings or conferences with Employer representatives. The Purpose of advance notification is to ensure the availability of the Employer representative and permit proper scheduling.

ARTICLE 6 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 – The Employer retains the right:

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

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

(1) To hire, assign, direct, layoff, and retain employees in USAMRAA, or to suspend, remove, reduce in grade, 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 USAMRAA operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments 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, at the election of the Employer, on the numbers, types, and grade 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.

Section 3 – Nothing in this article shall preclude the Employer and the Union from negotiating on the procedures that the Employer will observe in exercising any of the rights enumerated under this article or on appropriate arrangements for Employees adversely affected by the Employer's exercise of any right enumerated under this article.

Section 4 – It is understood that except for those rights enumerated at Subsection a of Section 1 of this article, the exercise of the Employer's rights, as expressed in this article, shall be subject to appeal and grievance procedures where applicable as prescribed by law, regulations, policies and the negotiated grievance procedure provided in this Agreement.

Section 5 – It is agreed and understood that effective communications between management officials of the Employer and the individual Employee is essential to the efficient accomplishment of the mission of the Employer. Therefore, the Employer agrees to encourage supervisors to communicate with their Employees on subjects such as safety, training, promotion announcements, goals, objectives, functions, opportunities and other information pertinent to the mission of the Employer and consistent with security requirements.

ARTICLE 7 – OFFICIAL TIME

Section 1 – Union officers and stewards who are properly designated by the Union in accordance with Article 5 of this Agreement and are members of the bargaining unit shall be

granted a reasonable amount of official time in accordance with 5 U.S.C. 7131 and the applicable provisions of this agreement. The use of official time will be limited to activities authorized by law and this Agreement. Absences related to Union activities must be approved by the supervisor. Official time may be used to perform the following duties:

a. To meet with supervisors and management officials to discuss and negotiate matters of concern, including the administration of this Agreement.

b. To represent Employees when the Union has been designated by the Employee(s) to act as a representative in a complaint, grievance or appeal, to include case preparation and attendance at arbitration, MSPB and other third-party proceedings connected to the complaint, grievance or appeal.

c. To be represented at formal discussions as defined at Article 5, Section 4, of this Agreement, or for any other purpose for which the Union has a statutory or contractual right of representation.

Section 2 – Only one (1) Union representative will be on official time at any step of a grievance or complaint. Official time will not be granted to Employees who are in a leave or non-duty status; who are working overtime; or who are performing representational duties outside of the USAMRAA bargaining unit.

Section 3 – The Union affirms that it does not intend that any one Employee representative be repeatedly granted official time for representational duties. When advised by the Employer that such repeated service is adversely affecting the performance of the Employee’s assigned duties, the Union will make every reasonable effort to adjust the Employee’s representational assignments to reduce or eliminate the problem.

Section 4 – The Union recognizes and affirms its obligation to cooperate with the Employer to prevent and correct the abuse of official time. The Employer will bring any question concerning an Employee’s use of official time to the attention of the Union and the Employee. The Union will notify the Employer within five (5) workdays of its determination in the matter and any corrective action it has taken or will take.

Section 5 – Official time shall be requested and used in accordance with the following procedure:

a. Employee Union representatives shall contact and obtain the concurrence of their supervisors before carrying out their duties or exercising their rights in connection with this Agreement. Concurrence will be given unless the supervisor determines that the work situation or an emergency demands otherwise. Employee representatives will carry out their representational duties properly and expeditiously and shall provide their supervisors with an estimate of the amount of time they will be away from their work assignment and, if possible, a brief, general description of the duties they will be performing (e.g., grievance representation, investigative interview, official discussion, etc.). If the representative requires more time than originally estimated, he/she will contact his/her supervisor and request additional time. Additional time will be granted unless the supervisor determines that the work situation or an emergency demands otherwise.

b. Before meeting with an Employee at his/her worksite or at any time the Employee is in a duty status, a Union representative will obtain the concurrence of the Employee's supervisor. Concurrence will be given unless the work situation or an emergency demands otherwise. If the immediate supervisor is not available, concurrence may be obtained from the next higher level of supervision. If concurrence cannot be given when requested, it will be given at the earliest practicable time. Upon completion of their duties, Employee representatives will report back to their supervisors and resume their duties. This does not preclude brief communications regarding representational business.

c. Upon his/her return from performing representational duties, the Union representative will confer with the supervisor, and they will jointly record the amount and purpose of the official time used. The Employer will compile and maintain a record of official time usage and ensure that the Union has an up-to-date copy. The information contained in any such records shall be subject to verification by the Union if it so desires. The Parties agree that this record shall be used in any instance in which data on official time usage is needed by either Party, such as to compile reports required by higher headquarters or to aid in resolving a question of official time abuse in accordance with Section 4 of this article.

Section 6 – Employees shall be entitled to a reasonable amount of official time to process complaints or grievances initiated by them or by the Union or the Employer. Employees who desire to leave their worksites during or when initiating a complaint

or grievance will also follow the procedures in Section 5a, above.

Section 7 – The Parties agree that the determination as to what constitutes a "reasonable" amount of official time will be made by the Employer in relation to the Employee representative's job requirements. The Parties further agree that except in cases of emergency or unusual workload requirements, the release of Employees for representational duties should be reserved for such time as will cause minimum interference with the performance of regular duties.

ARTICLE 8 – USE OF OFFICIAL FACILITIES AND SERVICES

Section 1 – The Employer agrees to provide the Union office space at USAMRAA. Such space will be for the exclusive use of the Union, and the Union will be responsible for its maintenance. The Employer reserves the right to determine which space will be provided and the right to reclaim the space if mission needs so require. If the space is reclaimed, the Employer will make every reasonable effort to locate other comparable space within USAMRAA.

Section 2 – Upon written request by the Union, the Employer agrees to make facilities available for Union meetings during the non-work time of all Employees concerned. The Union agrees to request such facilities as far in advance as possible. Permission to use the facilities will be subject to adequate advance notice by the Union, prior commitments by the Employer, and security considerations. Final determination and authorization to use the facilities rests with the Employer. If the request is approved, the Union is responsible for the care of the facilities and for restoring them to their original state.

Section 3 – Employee Union representatives shall be allowed to use the Employer's telephones to perform those functions for which official time is authorized. Representatives will be permitted to use the nearest available phone line in his/her immediate work area for local calls, provided such use does not interfere with workplace efficiency or productivity. Long-distance calls will be placed from the office of AFGE Local 2484.

Section 4 – The Employer will provide the Union with bulletin board space for the purpose of posting Union notices, communications and literature. The space provided shall be the amount that the Parties agree to be reasonable and necessary for effective communication with Employees. The Union shall be responsible for the posting of all its material, and all posting shall be done during non-duty hours. The Union is further responsible for the neat and orderly maintenance of its bulletin board space and for the content of the material it posts with regard to accuracy and adherence to ethical standards and for assuring that it does not violate any law or the internal security of the Employer.

Section 5 – The Union's use of the Employer's electronic mail and interoffice mail delivery shall be limited to communications between Union representatives, between the Union and management officials of the Employer, between Employees and Union representatives, or between Union representatives and Employees, when engaged in official representational business or matters directly related to the administration of this Agreement.

Section 6 – The Employer agrees to reasonably assist the Union in obtaining legal and regulatory guidance that the Union may require for the performance of its representational rights and responsibilities. USAMRAA internal policies, instructions and directives that affect the working conditions of Employees will be available for review by the Union.

ARTICLE 9 – PRODUCTIVITY AND EFFICIENCY OF OPERATIONS

Section 1 – The Parties recognize that they have a mutual interest in improving the productivity and efficiency of the Federal Service and agree to work together to accomplish that goal. Therefore, the Parties further agree to encourage and support efforts to increase productivity and strive for more effective and efficient accomplishment of the Employer's mission.

Section 2 – The Parties agree to actively promote and support energy conservation measures. This will include, but not be limited to, encouraging energy conservation, distributing subject-matter literature, promoting the recycling of appropriate materials in the workplace, and soliciting suggestions on energy conservation.

Section 3 – The Parties agree to encourage positive efforts to improve morale; eliminate waste; conserve materials and supplies; improve awareness of, and appreciation for, good safety practices; and reduce tardiness, absenteeism, carelessness and other practices that do not promote the effective and efficient operation of USAMRAA.

Section 4 – The Parties further agree to cooperate in preventing fire, theft, and inappropriate use of Government property.

ARTICLE 10 – EQUAL EMPLOYMENT OPPORTUNITY

Section 1 – The Parties agree to cooperate in providing equal opportunity for all qualified persons; to prohibit discrimination because of age, sex, race, creed, color, physical handicap, marital status, political affiliation or national origin; and to promote the full realization of equal employment opportunity (EEO) through a positive and continuing effort.

Section 2 – The Union agrees that in its policies and practices there shall be no discrimination against any Employee on account of age, sex, race, creed, color, physical handicap, marital status, political affiliation, or national origin, and that it invites all Employees to share in the full benefits of Union membership and organization.

Section 3 – The Union may submit information to the Fort Detrick EEO Officer for his/her consideration for inclusion in the Fort Detrick Affirmative Action Plan. The final decision as to whether the Union-submitted information is included in the Fort Detrick Affirmative Action Plan rests with the Fort Detrick EEO Officer.

Section 4 – The Union may submit a nominee(s) from the bargaining unit for a position of Fort Detrick Equal Employment Opportunity Counselor (EEOC) each time such a vacancy(ies) exists. The name of the nominee(s) will be submitted to the Employer, who will forward the name(s) of the Union nominee(s) to the Fort Detrick EEO Officer. The final decision as to whether a Union nominee is selected for a position of Fort Detrick EEOC rests with the Commander, U.S. Army Garrison, Fort Detrick. Employees who are shop stewards or hold other Union offices that require them to represent Employees during grievance proceedings or would otherwise place them in an

adversarial role with management, may not act as an EEOC during the time they hold such Union office.

ARTICLE 11 – EMPLOYEE ASSISTANCE PROGRAM

Section 1 – The Parties agree that substance abuse, emotional and other personal problems are serious matters that may, at some time, affect the health, job performance and conduct of some Employees. The Parties further agree that substance abuse (alcohol/drugs) is a condition/disease that is preventable and treatable.

Section 2 – The Parties encourage any Employee with a personal or substance-abuse problem to seek counseling and assistance from private providers or from the services available at Fort Detrick. An Employee who wishes to use the services of the Fort Detrick Counseling Center may contact the Center directly or through his/her supervisor or Union representative, who will in turn refer the Employee to the Program Coordinator in accordance with applicable Department of the Army regulations.

Section 3 – An Employee's decision to seek assistance shall be voluntary and entirely confidential. Once enrolled in a program, information concerning the fact of enrollment, treatment received and an evaluation of progress, including the files and records thereof, shall be maintained by the provider of the assistance in accordance with all applicable laws, rules and regulations. Access to such information, both during and after treatment, by all third parties, including the Employer and the Union, shall likewise be governed by applicable laws, rules and regulations.

Section 4 – Recognizing that Employees may be deterred from seeking assistance because of a fear of discipline or other undesirable consequences, the Employer agrees that a request for, or enrollment in, a rehabilitative treatment program or other assistance program shall not jeopardize an Employee's job security or promotion potential, and shall not in and of itself be a cause for disciplinary action. In cases where substance abuse is associated with misconduct or performance-related issues, the Employer further agrees that except for criminal or other egregious situations, the Employee may be afforded an opportunity to enroll in and successfully complete a rehabilitative or other assistance program before any

disciplinary or adverse action is taken. The Employer retains the right of final decision on all disciplinary actions.

Section 5 – Employees participating in a non-resident treatment or assistance program may be granted excused absence for up to 59 minutes daily to receive counseling and/or treatment. Absences of one (1) hour or more will be charged to sick leave or, if the Employee so requests, to annual leave or leave without pay. Sick leave, if accrued, may be granted upon request to those Employees who have been referred to a supervised residency-type treatment program. Advance sick leave may be granted in accordance with law and controlling regulations. Before approving leave or excused absence, the Employer retains the right, if deemed necessary, to verify to its satisfaction the Employee's participation in an assistance program.

ARTICLE 12 – HOURS OF WORK

Section 1 – The basic workweek will consist of five (5) consecutive 8-hour days, normally Monday through Friday, from 0730 hours to 1600 hours, less 30 minutes for an unpaid lunch period each day, except when the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 2 – Except in situations where the organization would be seriously handicapped in carrying out its functions or where costs would be substantially increased, notice of changes in tours of duty will be given to Employees two (2) weeks in advance. Such notification is not required when the Employee gives his/her consent.

Section 3 – The Parties agree that brief rest periods of fifteen (15) minutes or less are an inherent part of job accomplishment. Supervisors are therefore authorized and encouraged, but not required, to permit short rest periods as workload permits. Rest periods may not exceed a total of fifteen (15) minutes during four (4) hours of continuous work and may not coincide with the beginning or end of an Employee's hours of duty or meal period. The Employer will not restrict the Employee's mobility during rest breaks.

Section 4 – The occurrence of holidays shall not affect the designation of the basic workweek, except under the conditions specified in Section 1 of this article.

Section 5 – Nothing in this article shall preclude an Employee from requesting an altered tour of duty for specific personal reasons (e.g., childcare, education, etc.). The Employer agrees to consider such requests and approve or disapprove them promptly. If disapproved, the Employee will be informed of the reason(s) for the disapproval.

ARTICLE 13 – ALTERNATE WORK SCHEDULES

Section 1 – Definitions:

a. Alternate Work Schedule: Alternate work schedule means a schedule other than the traditional eight-hour fixed shift. Flexible work schedules and compressed work schedules are included within the definition of an alternate work schedule.

b. Flexible Work Schedule: Flexible work schedule means an eight-hour day in which the Employee may vary the time of arrival and/or departure. A flexible work schedule includes core hours and a flexible band. Flexible time and flexible bands mean the specific period during which the Employee may opt to vary his or her arrival and departure times.

c. Compressed Work Schedule: Compressed work schedule means, in the case of a full-time Employee, an 80-hour biweekly basic work requirement that is scheduled for less than ten (10) workdays, and, in the case of a part-time Employee, a biweekly basic work requirement of less than 64 hours that is scheduled for less than ten (10) workdays and may require the Employee to work more than eight (8) hours a day. Employees may choose a "5-4-9 plan" or a "4-10" plan.

d. 5-4-9 Plan: A "5-4-9 plan" consists of an 80-hour biweekly basic work schedule that includes five (5) workdays in one week and four (4) workdays in the other week of the pay period. There are eight 9-hour workdays and one 8-hour workday with one additional day off per pay period.

e. 4-10 Plan: A "4-10 plan" (or "4-10s plan") consists of two 4-day workweeks, each week consisting of four 10-hour days with one additional day off each week.

f. Seniority: Seniority is based on the service computation date (SCD) in block 31 of the most recent SF 50, Notification of Personnel Action, in the Employee's personnel folder.

g. Core Hours: The period of time between 0900 and 1100 hours and between 1300 and 1500 hours that everyone working that day shall include in his/her work schedule.

h. Lunch Time(s): An unpaid period of time during the workday when an Employee is required to break away from the performance of official duties. This period of time shall be a minimum of one-half hour in duration and shall be taken between 1100 hours and 1300 hours.

i. Abuse: Failure to work a full workday (e.g., repeatedly arriving late or leaving early without taking leave or making up the time) and failure to work during core hours.

j. Basic Work Requirement: The number of hours, excluding overtime or compensatory hours, that an Employee is required to work or to account for by leave within a scheduled workday, workweek or biweekly pay period. For full-time Employees, the basic work requirement is 80 hours per biweekly pay period.

k. Core Days: The first Wednesday of each pay period.

Section 2 – Flexitour:

a. Employees may, at the discretion of their supervisors, commence and end the workday during flexible time bands. Employee participation is voluntary subject to supervisory approval. Participation must not be disruptive of operations. The approved flexible bands are 0600 hours to 0900 hours and 1500 hours to 1800 hours. Tours could begin anytime between 0600 hours and 0900 hours and end between 1500 hours and 1800 hours, depending on when eight (8) hours of work have been completed. Employees will be on duty during the above-defined core hours when working this flexible band. Any change in an existing tour of duty requires supervisory approval. Flexible tours cannot be established with a beginning time before 0600 hours or an ending time later than 1800 hours.

b. In determining the feasibility of establishing flexitours, consideration will include, but will not be limited to, the effect on productivity as measured by the level of

direct or indirect services provided to customers and the cost of operations, other than reasonable administrative costs.

Section 3 – Compressed Workweek (CWW):

a. Each Employee shall have the option of choosing whether he/she wishes to participate in the CWW program. Participation in the CWW program shall be entirely voluntary, but subject to supervisory approval. If the supervisor determines that certain Employees should be excluded from participation, he/she must submit an explanation in writing to his/her immediate supervisor and provide appropriate copies to affected Employees. If participation is allowable for at least part of the staff, the supervisor must determine the number of Employees who can be spared to participate in CWW. The supervisor will then determine the number of Employees interested in participating and the tours of duty they wish to work. If the number of Employees desiring to participate exceeds the number that can be spared, final selection will be based on the Employee's SCD.

b. Persons suspected of abusing the CWW Program shall be counseled. Repeated abuse is justification for removal from the program. Employees removed under these procedures shall have the right to file a grievance in accordance with the provisions of Article 29 of this Agreement.

c. The Employer shall permit as much participation as possible in the CWW Program, but will have full authority to exclude and/or remove functions, units, or positions from participating in the CWW Program at any time due to costs, security, productivity, and/or mission accomplishment. Justification for such action must be consistent with 5 U.S.C. 6131 (a). Such justification is determined by the immediate and subsequent level managers. The Employer shall not exempt or remove Employees from participating in the CWW Program for non work-related, arbitrary, capricious or discriminatory reasons.

d. The basic workday for Employees participating in CWW is 0600 hours to 1800 hours. Core hours for CWW are as defined at Section 1-g, above, and lunch times shall be as defined at Section 1-h, above.

e. Managers/supervisors shall establish an initial schedule matrix and develop team awareness of that organization's coverage of its mission functions.

f. Managers/supervisors will establish the scheduled workdays and days off to ensure adequate coverage. Managers/supervisors will also determine what constitutes adequate coverage, which may vary depending upon the mission to be accomplished.

g. CWW tours of duty shall begin on the first workday of a pay period. If, after the beginning of a pay period, work-related conditions arise that require a CWW Employee to work his or her regularly scheduled day off during the pay period, the Employer cannot remove him/her from the CWW program during that pay period, but must give the Employee compensatory time off or pay him/her overtime for the number of hours worked during that normally scheduled day off. The decision to give compensatory time or paid overtime shall be made in accordance with prevailing laws, rules and regulations.

h. Upon selection of a particular tour of duty, that tour shall be followed for a minimum period of six (6) weeks (three (3) pay periods), unless compelling circumstances require changes before that time. Managers/supervisors must approve such changes at least two (2) weeks prior to commencement, and communicate such in writing to the appropriate timekeeper.

ARTICLE 14 – OVERTIME

Section 1 – The Employer reserves the right to schedule overtime. Assignment of overtime will be based on factors that are reasonable, equitable, and which do not discriminate against any Employee or group of Employees. Individual Employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other Employees willing to work. The Employer reserves the right to determine whether full requirements are met by the available Employees. If full requirements are not met, the Employer will direct individual Employees to work as required.

Section 2 – For the purpose of this Agreement, overtime consists of two distinct types: scheduled overtime and irregular or occasional overtime. Compensation for overtime work shall be in accordance with applicable laws and regulations.

Section 3 – Overtime compensation may include the use of compensatory time in lieu of pay. Compensatory time will only be used where it is specifically provided for by applicable laws

and regulations, to include decisions of the Comptroller General of the United States. In those situations where an Employee may request compensatory time instead of pay and the Employee so requests, the Employer will endeavor to comply with the request; however, the Employer retains the right to determine whether overtime compensation will be in the form of pay or compensatory time.

Section 4 – Employees assigned to overtime work will be given as much advance notice as possible. With the exception of emergency situations, in which case it will be necessary to immediately obtain personnel, the procedure for notification for overtime work will be as follows:

a. When the Employer knows at least one (1) day in advance of the overtime period, notification will be made at the start of the duty day preceding the overtime use.

b. When the Employer knows less than one (1) day in advance of the overtime period, notification will be made as in "a" above or at the time the need for overtime is apparent. Employees will not be called during the period between 2200 and 0500 hours unless it is an emergency situation.

Section 5 – Employees called in on an overtime basis outside their basic workweek (callback overtime) shall receive a minimum of two (2) hours compensation at the overtime rate.

Section 6 – When Employees have scheduled leave, the Employer agrees to consider not requiring them to come in for unscheduled overtime.

ARTICLE 15 – TELEWORK (FLEXIPLACE/ALTERNATE WORKSITES)

Section 1 – Definitions:

Flexiplace is defined as a voluntary program, which enables Employees to periodically or permanently perform specific assignments at an Alternate Duty Station (ADS) with supervisory approval.

Alternate Duty Station is defined as a specific room or area within an Employee's primary residence or other offsite telework facility.

Official Duty Station is defined as Fort Detrick, Maryland.

Section 2 – In recognition of the requirements of Section 359 of Public Law No. 106-346 and the mutual benefits accruing therefrom, the Parties agree to promote the use of telework where feasible and to the extent that Employee performance is not diminished thereby. The administration of the Flexiplace program in USAMRAA shall be in accordance with law and all applicable regulations in effect at the time this Agreement is signed and any subsequent regulations that do not conflict with this Agreement.

Section 2 – The Parties agree that an alternative worksite arrangement is not an Employee right or benefit, but an additional method the Employer may use to accomplish its mission. The Parties further agree that alternative worksites are only appropriate when the nature of the tasks to be accomplished, the performance of the Employee and the availability of required work equipment and material are conducive to such an arrangement. All decisions as to which Employees and positions are eligible for telework rest with the Employer, although suggestions from the Union are encouraged.

Section 3 – Employee participation in the USAMRAA flexiplace program is voluntary, subject to the approval of the Employer and subject to the completion of a flexiplace agreement and continued acceptable performance by the Employee. Telework may be on a regular and recurring basis or an ad hoc basis as defined by applicable policy and regulations. The Employer or Employee may terminate a telework arrangement at any time. The Employer may also terminate the arrangement if the Employee’s performance does not meet the prescribed standard or if the arrangement fails to meet organizational needs.

Section 4 – Before being approved to participate in a telework arrangement, an otherwise elibible Employee must complete a flexiplace agreement (FPA). A new FPA will be completed each time significant changes occur. Significant changes include, but are not limited to, a change in the address or location of the alternative worksite, a change in supervisor and a change in duty station (traditional worksite). The FPA will provide Employees with sufficient information to allow them to make an informed decision as to whether to participate in an alternative worksite arrangement. By completing the FPA, Employees will signify that their participation is voluntary and that they will abide by all obligations and requirements associated with telework. The FPA will include information concerning:

a. Privacy Act and security provisions
b. Personal and financial liability
c. Leave rules and overtime
d. Time and attendance requirements
e. Project guidelines and related material

Section 5 – Employees will submit separate requests for each specific assignment to be performed at the alternative worksite. The request will describe the nature of the duties to be performed and the specific day(s) involved. The request will be submitted for supervisory approval at least three (3) workdays in advance of the projected starting date of the assignment being requested; however, the supervisor may waive this requirement at his/her discretion. The request will be approved or disapproved as soon as all relevant issues have been considered. If the request is approved, the Employee must complete and submit an FPA before beginning the assignment. If the supervisor initiates the assignment and the Employee concurs, the Employee is still responsible for submitting an FPA.

ARTICLE 16 – ANNUAL LEAVE

Section 1 – Employees shall accrue annual leave in accordance with applicable laws and regulations. When Employees can be spared from their duties, annual leave will be granted when requested in advance. All requests for annual leave will normally be granted upon request by the Employee in any instance of unforeseen bona fide emergency as the circumstances warrant.

Section 2 – Requesting Annual Leave:

a. All leave requests must be presented to and approved by a management official of the Employer, which, except in unusual circumstances, will be the Employee's supervisor or his/her designee.

b. Requests for annual leave of eight (8) hours or less shall be submitted on an OPM Form 71 (OPM 71), Request for Leave or Approved Absence, or by electronic mail at least four (4) hours in advance. A decision will be given to the Employee within four (4) hours. In special circumstances phone requests for annual leave are permissible with the approval decisions to be made at the time of the request.

c. Requests for annual leave of from two (2) to five (5) consecutive workdays shall be submitted on an OPM 71 or by electronic mail at least three (3) workdays in advance. A decision will be given to the Employee within 24 hours.

d. Requests for annual leave in excess of five (5) consecutive workdays will be submitted on an OPM 71 at least five (5) workdays in advance. A decision will be given to the Employee by the close of business on the second workday.

Section 3 – Leave Request Approval and Changes:

a. If more Employees from the same work section apply for leave at the same time, for the same period, than can be spared, the Employee with the greatest service, as determined by the SCD, will have preference. The Employee(s) required to make a new selection will have preference over other Employees who have not submitted a request.

b. Employees wishing to change their requests may do so provided their services can be spared and their new choice does not conflict with leave previously scheduled for another Employee.

c. The Employer reserves the right to cancel leave previously approved for circumstances such as workload and unforeseen urgent needs. When the Employer finds it necessary to cancel previously approved leave, the reason(s) for such action will be given to the Employee as far in advance as possible. Annual leave will not normally be denied and/or cancelled if such denial will result in earned leave being forfeited because of maximum leave accumulation. Nothing in the above procedure will be construed to mean that Employees must schedule their vacations in advance, but Employees not doing so will be granted leave on a first-come, first-served basis.

Section 4 – Requests for emergency annual leave will normally be made no later than 0900 hours of the scheduled tour or duty. Such notification does not necessarily constitute approval of leave for the absence. Approval of leave for such absences will be contingent upon the Employee providing his/her supervisor with support that a bona fide emergency existed.

ARTICLE 17 – SICK LEAVE

Section 1 – Sick leave will be earned, advanced and administered in accordance with applicable laws and regulations.

Section 2 – The Parties agree that sick leave is intended to ensure against a loss of income whenever eligible Employees are incapacitated by illness or injury. The Parties further agree that sick leave is not intended to supplement annual leave. Accordingly, the Employer and the Union will periodically advise the Employees of the purpose of this provision and attempt to prevent the abuse of this benefit, recognizing, however, that Employees should not be penalized for using sick leave for legitimate purposes.

Section 3 – It shall be the responsibility of Employees to see that the supervisor or his/her designated alternate is notified if they are prevented from reporting to work because of an incapacitating illness or injury. Employees shall, when possible, request sick leave no later than 0900 of each duty day.

Section 4 – When an absence due to illness or injury extends for more than four (4) consecutive workdays, the application for sick leave must be supported by a medical certificate. In cases where an Employee is suspected of having abused sick leave privileges, an official notice will be given to him/her requiring a medical certificate for each absence from work allegedly due to incapacitation. The requirement for the Employee to provide a medical certificate under this section will be reviewed every six (6) months. The Employee will be advised at the end of this review if he/she must continue to provide a medical certificate.

Section 5 – Sick leave for visits to and/or appointments with health care providers for the purpose of diagnostic examinations, treatment and x-rays shall be requested in advance if possible. Employees should be cognizant of workload requirements when scheduling discretionary appointments.

Section 6 – Requests for advanced sick leave are subject to the following provisions:

a. It must be supported by acceptable medical certification.

b. All available accumulated sick leave to the Employee's credit must be exhausted. The Employee must first use any excess annual leave that he/she might otherwise forfeit.

c. In the case of Employees serving under probationary or trial periods, advanced sick leave should not exceed an amount that is reasonably assured to be subsequently earned.

d. The amount of advanced sick leave to an Employee's account will not exceed 30 days at a time. Where it is known that the Employee is to be retired, or where it is anticipated that he/she is to be separated, the total advance may not exceed an amount that can be liquidated by subsequent accrual prior to the separation.

e. There must be a reasonable assurance that the Employee will return to duty.

ARTICLE 18 – ADMINISTRATIVE LEAVE, FAMILY MEDICAL LEAVE, AND EXCUSED ABSENCE

Section 1 – Administrative leave and excused absence shall be approved only for the purposes and in accordance with the procedures set forth in the laws, rules and regulations governing such matters, and where applicable, the provisions of this Agreement. This includes, but is not limited to, absences for court/jury duty, voting or voting registration.

Section 2 – During adverse weather conditions, Employees will follow the guidance prescribed by the Installation Commander regarding administrative dismissals.

Section 3 – Upon request and subject to the approval of the Employer, an Employee serving as a Union representative may be granted excused absence, to the extent that staffing and operational requirements permit, to attend Union-sponsored training. Such training must be deemed by the Employer to be of mutual concern and benefit to both Parties. Each such request will be submitted as far in advance as possible. The amount of excused absence granted in each instance, and cumulatively, shall be reasonable under the circumstances.

Section 4 – All requests for excused absence to attend Union-sponsored training shall be submitted through the USAMRAA Bargaining Unit Vice President to the official designated by the

Employer to receive such requests. Each request shall include the following information:

a. Name(s) of Employee(s) involved

b. Official title of each Employee's Union position

c. Purpose of training and why it is needed

d. Copy of the training agenda

e. Number of hours requested

f. Dates that each Employee is to attend the session

Section 5 – If a request for excused absence to attend Union-sponsored training is denied, it shall be by the decision of the Director, USAMRAA, or his/her designated representative. All decisions on such requests shall be rendered within seven (7) calendar days of receipt. In cases where a request is denied and the Employee can be otherwise spared from duty, the Employee will be granted annual leave or leave without pay, at his/her request.

Section 6 – Upon completion of Union-sponsored training for which excused absence was granted, the Union will provide the Employer a listing of Employees who actually attended the training and the number of hours used by each. Travel and per diem expenses incurred in connection with such training shall be borne by the Union or the Employee(s) who attended the training.

Section 7 – The Parties agree to mutually support use of Family and Medical Leave. Such leave shall be administered in accordance with the provisions of 5 C.F.R. Part 630, Subpart L, Section 630.1201.

ARTICLE 19 – EMPLOYEE TRAINING AND CAREER DEVELOPMENT

Section 1 – The Parties recognize that the training and career development of Employees is important for efficient operations. Although it is understood that the determination of training needs and the selection of specific training resources is, except for mandated training programs, the right and responsibility of the Employer, the Parties agree that the Employer should provide training necessary for the performance

of an Employee's assigned duties; to assist Employees who are adversely affected by a reduction in force, reorganization or transfer of function; and, where appropriate, for improvement of organizational and individual performance.

Section 2 – The Parties agree to post any information concerning training resources and opportunities they may receive. The information will be placed on bulletin boards or electronic means normally used to convey information to Employees.

Section 3 – Recognizing that Employees are responsible for applying reasonable effort, time and initiative toward increasing their potential value through self-development activities, the Parties agree to encourage Employees to take advantage of available training and educational opportunities. Toward this end, the Employer agrees to continue a program of reimbursement to Employees who, at their own expense, take management-approved, job-related courses of instruction. Reimbursement will be subject to the Employer's budgetary limitations and prioritization of needs as determined by the Employer.

Section 4 – Nomination and/or selection of Employees for training and career development programs shall be non-discriminatory in accordance with EEO guidelines and other applicable laws. All selections for training that require competition shall be made in accordance with existing Individual Development Plans (IDPs), training plans, and other applicable procedures.

Section 5 – Employees nominated for training will be notified of the approval or disapproval of their nominations, and the reason(s) for the disapproval, in a timely manner before the start of training. Should Employees' nominations for training be disapproved for lack of resources, the Employees may be re-nominated as funds become available, and the nomination shall be given first consideration.

Section 6 – An Employee who fails to complete a non-Government training course at Government expense or does not receive a satisfactory grade in accordance with the standards of the institution attended may be required to reimburse the Government for the costs of that training. However, if the failure to complete the course or receive a satisfactory grade is related to mandatory overtime, a change in work schedule or a verifiable personal situation that prevented the Employee from attending classes regularly, the Employee will not be required to

reimburse the Government. Further, if the Employer determines that an Employee has failed to complete a non-Government training course through no fault of the Employee, the Employer will waive the requirement to reimburse the Government. An Employee who receives non-Government training at Government expense that exceeds 80 hours of continuous duration, and for which the Government approves payment of training costs prior to the commencement of such training, must agree in accordance with 5 C.F.R. 410 to remain in Government service for a period of time equal to at least three (3) times the length of the training. All Employees nominated for non-Government training must sign on the reverse side of DD Form 1556 (Request, Authorization, Agreement, Certification of Training and Reimbursement) in advance of the training indicating that he/she is aware of, and understands, the above requirements. This will constitute the Employee's written notification of the above requirements.

Section 7 – Career Development:

a. The Employer and the Union acknowledge the importance of providing Employees with opportunities to enhance mission accomplishment and satisfy their career aspirations through competition for positions in all career fields. When deemed feasible by the Employer, supervisors will designate FTE's for career development purposes in consonance with mission objectives and in the interest of economy, efficiency and effectiveness.

b. The Parties agree that the goals of a career development program are to provide Employees the opportunity to compete for USAMRAA positions so as to advance and perform at their full potential.

c. In implementing career development programs, the Employer will consider the following initiatives that will provide for:

(1) Clear definition and management of a Professional Intern Program outlining specific training and educational targets and milestones,

(2) Establishment of a Mentor/Protégé program enabling entry-level personnel to learn first-hand from senior professionals,

(3) Identification of job patterns and promotional opportunities commensurate with Employee skills and potential,

(4) Encouragement of lateral reassignments and bridge positions for Employees whose current jobs do not provide an opportunity for further advancement,

(5) Support for education and training goals and objectives that provide Employees the opportunity to enhance promotional qualifications through IDPs and,

(6) Sustainment of staffing techniques (e.g., rotational assignments and developmental assignments).

d. The Employer will encourage Employees to make use of established programs and training sources that increase the opportunity for them to participate in continuing education programs.

ARTICLE 20 – PERFORMANCE APPRAISALS

Section 1 – The provisions of this article apply to all bargaining unit Employees except Employees excluded by law or 5 C.F.R. 432.102. The Employee performance appraisal process will be established and managed according to the U.S. Army Laboratory Personnel Management Demonstration Project (hereafter called the Demo Project), the Demo Project Federal Register, dated 3 March 1998 and all modifications, Demo Project Internal Operating Procedures, Demo Project Standard Operating Procedures and all applicable provisions of this Agreement.

Section 2 – The Parties agree that progress reviews provide an opportunity to identify and resolve problems in an Employee's performance or management's expectations. Formal progress reviews are those that are documented. Such documentation will include a summary of the Employee's progress in comparison with his/her performance expectations; any problems encountered or expected; any corrective actions taken or planned; or any changes in the work situation, including those beyond the control of the Employee. A copy of the documented progress review will be given to the Employee. Formal progress reviews will be limited to the situations and time frames described in Section 3, below. Informal progress reviews are considered a normal part of supervision and do not need to be documented. Informal progress reviews may be conducted whenever needed.

Section 3 – The standard rating period will be 12 months, and the minimum rating period will be 60 days. When the appraisal period lasts a full 12 months, the Employee will receive, as a minimum, a mid-term review and a final appraisal (rating of record). If new performance objectives are established during the rating period, and if the Employee so requests, a formal progress review will be conducted between 90 and 120 days following the establishment of the new objectives.

Section 4 – Responsibilities Under the USAMRAA Pay for Performance Management System (PPMS):

a. The USAMRAA PPMS establishes a set of responsibilities for the Activity Director, Senior Raters, Rating Supervisors and the rated Employees (Ratees). Senior Raters are principally responsible for communicating written organizational goals to subordinates. They are responsible for assessing individual contributions in the broader perspective of overall mission accomplishment.

b. Rating Supervisors are responsible for working with Employees in establishing job-related performance objectives. To accomplish their responsibilities, supervisors will (1) identify performance rating chains to their Employees, (2) communicate individually to each Employee organizational goals and priorities at the beginning of the rating period, (3) develop initial performance objectives within 30 days following the start of the review period, work with Employees in establishing individual performance and professional development goals and expectations, (4) conduct formal performance-related discussions in accordance with Section 3 of this article, (5) prepare timely written performance appraisals that accurately assess the Employee’s performance, and (6) conduct the performance review meeting and evaluation feedback meeting to inform the Employee of management’s appraisal of his/her performance.

c. Employees are responsible for (1) understanding organizational expectations, (2) taking an active role in developing their performance and professional objectives, and (3) making every effort to accomplish their objectives.

Section 5 – A ratee who believes he or she has been adversely affected by the application of a performance objective or the management of the PPMS may raise the issue of whether the performance appraisal process, as applied to the ratee, is fair

and reasonable through the use of the negotiated grievance procedure at Article 29 of this Agreement or the PPMS "reconsideration" process, but not both.

Section 6 – If an Employee's performance becomes unacceptable (i.e., the Employee is failing to meet one or more critical elements) at any time during the rating period, the Rating Supervisor (Rater) will develop a performance improvement plan (PIP) and give it to the Employee (Ratee). The PIP will identify (a) the critical element(s) the Employee is performing unacceptably; (b) explain why the Employee's performance fails to meet the established standards; (c) describe what the Employee must do to improve his/her performance to an acceptable level; (d) state how much time the Employee will be given to demonstrate acceptable performance (C or better); and (e) describe what assistance the Employee will receive to improve his/her performance to an acceptable level. The Parties agree that the amount and type of assistance given to an Employee and the amount of time given to him/her to demonstrate acceptable performance must be reasonable under the circumstances (e.g., complexity of the job/opportunity to perform), but in no case less than 45 days.

Section 7 – Should remedial action fail and the Employee's performance remain unacceptable, the Employer must act to separate the Employee from his/her position through a performance-based adverse action under the provisions of 5 C.F.R. 432. Demotion shall only be a viable option when a vacant position exists and the Employer considers the Employee to be qualified and capable of performing acceptably in that position. The Employer agrees to consider the possibility of a reassignment to other duties if a suitable position exists at the same grade as the position the Employee must vacate. The Employer is not required to create a position or fill a vacancy it did not otherwise intend to fill for purposes of demotion or reassignment.

Section 8 – An Employee whose removal or demotion is proposed for unacceptable performance is entitled to 30 calendar days advance written notice of the proposed action. The advance written notice shall include (a) the instances of unacceptable performance upon which the proposed action is based; (b) the critical elements involved in each instance of unacceptable performance; (c) the right of the Employee to representation; (d) a reasonable time to answer orally and/or in writing; and (e) the name of the person to whom the Employee is to reply (deciding official). A reasonable time to reply shall be not

less than 20 calendar days. When the Employee is to be represented, he/she must inform the deciding official in writing of the representative's name.

Section 9 – The decision to retain, remove or demote an Employee shall be made within 30 calendar days of the expiration of the advance notice and rebuttal period. The Employee will be given a written decision that (a) explains the reason(s) for the decision, (b) specifies the action to be taken and the effective date of the action, and (c) informs the Employee of his/her appeal rights.

ARTICLE 21 – CLASSIFICATION

Section 1 – Position Descriptions:

a. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series and pay band.

b. Benchmark position descriptions must clearly and concisely state the principal and pay-band controlling duties, responsibilities and supervisory relationships of the position.

c. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment.

d. Position descriptions will be kept current and accurate, and positions will be classified properly according to the OPM Handbook of Occupational Groups and Series. Employees shall be properly compensated for duties performed on a regular and recurring basis. Changes to a position will be incorporated in the position description to assure that the position is correctly classified to the proper title, series and pay band. Incidental changes may be made in the form of pen and ink notations on all position descriptions as requested by management. The Employer agrees to provide the Union an opportunity to review any proposed changes in position descriptions that would affect the classification of the position and copies of revised position descriptions. The Employer further agrees to provide the Union, upon request, with copies of current position descriptions.

Section 2 – Vacant positions will not be posted (e.g., electronically via internet) until the appointing authority assures that they are authorized, properly described and classified according to title, series and pay band.

Section 3 – No position(s) will be downgraded without a thorough review. For a downgraded position, the Employee's pay and pay band will be maintained in accordance with applicable law and regulations.

Section 4 – The Employer will meet and confer with the Union before undertaking any major review of positions within USAMRAA concerning the basis for the review and the procedures to be used.

Section 5 – Classification Standards:

a. Benchmark positions will be classified by comparing the duties, responsibilities and supervisory relationships in the official position with the appropriate classification and job-grading standard.

b. The Employer agrees to apply newly issued OPM classification and job-grading standards within a reasonable period of time. The Employer further agrees to provide the Union with copies of the new standards at the time they are applied and with copies of current standards upon request.

c. Delegations of authority for the classification of positions will be specified in applicable policies and regulations.

Section 6 – Informal Classification Review Process:

a. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the Employee's satisfaction, the Employee can discuss the matter with a personnel specialist or other appropriate official who can explain the basis for the classification. Upon request, the Employee and/or the Union will be given access to (a) the position description; (b) the evaluation statement, when available; (c) organizational and functional charts; and (d) other pertinent information directly related to the classification of the position.

b. The Employee, or the Union in its representational capacity, may request an audit of his/her position through his/her supervisor or other appropriate management official of the Employer. If the supervisor or management official denies the request, the denial shall be grievable under the negotiated grievance procedure at Article 29 of this Agreement. If an audit of the Employee's position is conducted, it will be completed, if possible, within 90 calendar days of the date the Fort Detrick Personnel Advisory Center (CPAC) accepts the Request for Personnel Action. This time frame may be extended by mutual consent. When feasible, audits will be conducted at the Employee's worksite; however, they may be conducted by other appropriate means such as by telephone.

c. The informal classification review process should be completed in a period of time that is reasonable under the circumstances. If upon completion of the process, the Employee still believes there is an inequity, a formal classification appeal may be filed in accordance with Section 7, below.

d. An Employee may also file a classification appeal at any time regardless of whether the informal classification review process was first utilized.

Section 7 – Classification Appeals:

a. Upon request, the Employer will provide Employees and/or the Employee's designated Union representative with copies of procedures for filing classification appeals through Agency (DoD) or OPM channels.

b. Employees or their Union representatives are encouraged to submit their classification appeals through the CPAC. The CPAC will forward the appeal to the DoD or OPM, as appropriate, no later than 15 business days from receipt and will provide the Union with two (2) copies of the Employee's appeal. However, this does not preclude an Employee from filing a classification appeal directly to the DoD or OPM, as appropriate.

c. An Employee who files a classification appeal is entitled to a copy of the classification appeal file. The Union, in a representational capacity, will be given a copy of the same material upon request.

d. Employees who file classification appeals with the DoD will have their appeal decided within a reasonable period of time, with a goal of 60 days from the date the appeal was

received and accepted by the DoD as properly completed and documented. Classification appeal decisions will be sent to the Union, in a representational capacity, and a copy of the decision will be sent to the Employer.

Section 8 – Whenever possible, a personnel action taken as a result of a classification appeal shall become effective not later than the beginning of the fourth pay period following the date of the decision.

ARTICLE 22 – MERIT PROMOTION

Section 1 – This article sets forth the merit promotion system, policies and procedures applicable to bargaining unit positions within the USAMRAA. The Parties agree that the purpose and intent of the provisions contained herein are to ensure that merit promotion principles are based solely on job-related criteria and are applied in a consistent manner with equity for all Employees and without regard to political, religious or labor organization affiliation or non-affiliation; marital status; race; color; sex; national origin; non-disqualifying disability or age.

Section 2 – For the purposes of this article, the definitions contained in the applicable parts of Title 5, United States Code (5 U.S.C.). and Title 5, Code of Federal Regulations (5 C.F.R.), shall be incorporated as part of this Agreement, except as such definitions were modified in the Federal Register dated 3 March 1998 implementing the U.S. Army Laboratory Personnel Management Demonstration Project (Demo Project), Demo Project Internal Operating Procedures, Demo Project Standard Operating Procedures, and any additions or modifications thereto. In such cases, these modified definitions shall apply.

Section 3 – A promotion is the movement of any Employee to a higher pay band within the same occupational family or to a pay band in a different occupational family which results in an immediate increase in the Employee’s salary.

Section 4 – Competitive procedures will be used to accomplish the following placement actions:

a. Any selection for promotion unless it is excluded by Section 5, below.

b. Any selection to a position that provides specialized experience that the Employee does not already have, but is required for subsequent promotion to a designated higher pay band position and/or a position with known promotion potential.

c. Any selection for training that is part of an authorized training agreement, part of a promotion program, or required by regulation before an Employee may be considered for promotion.

d. Transfer of a Federal employee or reinstatement of a former Federal employee to a position at a higher pay band or with more promotion potential than any position previously held on a permanent basis in the competitive service.

Section 5 – The following placement actions may be taken on a non-competitive basis unless otherwise provided:

a. Reassignment or demotion of an Employee to a pay band position in another occupational family with more promotion potential than any position previously held on a permanent basis in the competitive service.

b. Progression within a pay band based upon performance pay increases.

c. Promotion of the incumbent of a position that is reclassified in a higher pay band due to the accretion of duties and responsibilities, and not because of planned management action. The Employee must have performed the higher-level duties for at least six (6) months, must have continued to perform the same basic function, and the Employee' former position must be absorbed administratively into the new position.

d. Re-promotion to a position in the same pay band and occupational family as the Employee previously held on a permanent basis within the competitive service.

e. Promotion of an incumbent or an individual entitled to reemployment rights to a position that is reclassified to a higher pay band without significant change in duties or responsibilities, either on the basis of a new classification standard or as the result of a correction of an original classification error. Upon the Employer's determination that the incumbent of an upgraded position meets all the legal requirements and qualification standards for promotion to the

higher pay band, the Employer will act as expeditiously as possible to promote the Employee to the higher pay band.

f. Promotion of an Employee previously selected competitively for a lower pay band of a career ladder.

g. Promotion after receiving priority consideration.

h. Promotion of an Employee when directed by authorized authorities such as judges, arbitrators, the FLRA and other appropriate authorities, or when required by a legally recognized settlement agreement.

i. Reinstatement, transfer or promotion of an Employee up to the highest grade/pay band previously held on a permanent basis under a career or career-conditional appointment, provided the Employee was not demoted or separated from that grade/pay band because of deficiencies in performance or “for cause” reasons.

j. Temporary promotions to a higher pay band totaling 180 days or less during a 12-month period. If a temporary promotion that was not expected to exceed 180 days was originally made on a competitive basis, any extension beyond 180 days must be made under competitive procedures except of the Employee has held the grade/pay band on a permanent basis in the past.

k. Career ladder promotions following noncompetitive conversion of a cooperative education student in accordance with the requirements of applicable regulations and policy.

l. Promotion of an Employee placed competitively in a trainee position.

m. A reassignment of change to a position that does not have known promotion potential.

n. Conversion of an Employee from a temporary promotion to a permanent promotion in the same position and office, provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent.

o. Selection from an OPM-approved register.

p. Transfer of a Federal employee or reinstatement of a former Federal employee (including conversion to reinstatement from a temporary appointment) to a position at the same or lower

grade/pay band than the highest permanent grade/pay band held under a career or career-conditional appointment. The employee must not have been demoted or separated for personal cause from a higher grade/pay band, and the position must not have known promotion potential to higher grade/pay band than the highest permanent grade/pay band held.

q. Reinstatement to the same career ladder position for which an Employee was previously selected competitively or to a similar career ladder position having similar qualification requirements and having no greater known promotion potential.

r. A position change permitted by reduction-in-force regulations.

Section 6 – The minimum area of consideration for USAMRAA bargaining unit vacancies shall be all bargaining unit Employees in the USAMRAA, plus applications received by the closing date of the vacancy announcement from Department of the Army employees with competitive status who are outside the bargaining unit (DA Voluntary Applicants). The Employer shall determine the area of consideration for the filling of bargaining unit positions and may choose to broaden the initial search for candidates beyond the minimum area. The area of consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates, taking into account the nature and level of the position to be filled, merit principles, EEO objectives, applicable Government-wide regulations and any applicable provisions of this Agreement. The Employer may also expand the area of consideration at any time it determines the number of high quality candidates to be insufficient.

Section 7 – The Employer agrees to consider bargaining unit candidates before considering those from other sources, including DA Voluntary Applicants. However, nothing in this section shall be construed as requiring the selection of a bargaining unit candidate or as preventing the Employer from soliciting or accepting applications from any other appropriate source until bargaining unit candidates have been considered for the vacancy.

Section 8 – All actions requiring the use of competitive procedures under this Agreement will be announced and posted throughout the area of consideration. Such posting may be limited to electronic means established for the purpose. Job

announcements will be open for receipt of applications for a minimum period of five (5) workdays.

Section 9 – Vacancy announcements for bargaining unit positions will, as a minimum, include the following:

a. A statement of nondiscrimination.

b. The opening and closing dates of the announcement.

c. The position number(s), title(s), series and pay band(s) of the job(s).

d. The number of vacancies to be filled.

e. Any selective placement factors.

f. Geographic and organizational location and tour of duty hours (e.g., full time, part time with specified hours/days).

g. Any time in grade requirements.

h. A summary of the qualifications and/or knowledge, skills and abilities (KSAs) required for the position.

i. If appropriate, a statement that the vacant position is a trainee or career ladder position leading to a noncompetitive promotion.

j. A statement as to whether the position is permanent or temporary and, if temporary, its expected duration.

k. Application procedures and the mailing address of the servicing personnel office.

Section 10 – If a vacancy announcement has been posted and is later found to be erroneous with regard to one or more of the items listed in Section 9, above, the announcement will be amended if the selecting official still intends to fill the position under competitive procedures. The amendment should contain (a) the date the amendment was issued, (b) a statement of the changes, (c) a statement as to whether the original applicants need to re-file to be considered, and (d) any extension of the closing date.

Section 11 – The Employer agrees to notify the Union when recruitment actions for bargaining unit vacancies are initiated,

withdrawn or cancelled. A notification of initiation shall identify the vacancy, the area of consideration and, if known, the approximate opening and closing dates of the job announcement. A notification of withdrawal or cancellation shall include the specific reason for withdrawal or cancellation. The Employer further agrees to inform the Union of any changes that may become necessary during the recruitment process, such as an expansion of the area of consideration.

Section 12 – The Parties agree that as a general rule, Employees are responsible for the timeliness of their applications. For an individual announcement, the servicing personnel office must receive the Employee's application by the closing date shown on the vacancy announcement, unless otherwise annotated on the announcement.

Section 13 – When an Employee lacks information necessary to complete an application and the information cannot be obtained in time to meet the closing date of an announcement, he/she should submit the incomplete application in time to meet the closing date with an attached note indicating that the missing information will follow.

Section 14 – A best-qualified list will consist of a reasonable number of applicants who meet basic qualifications and whose scores after being properly rated and ranked are sufficiently similar to constitute a group of the highest scorers. The Parties agree that the number of candidates on a best-qualified list will vary depending upon the nature of the position and the number and qualifications of the applicants. No minimum number of candidates is required to certify a best-qualified list. After the candidates for the best-qualified list have been determined, they will be arranged in alphabetical order. A separate best-qualified list will be prepared for each pay band and location based on the number of vacancies for that pay band.

Section 15 – A selecting official may use an existing best-qualified list to fill any unanticipated vacancies (beyond the number cited in the vacancy announcement) occurring in the same position and same location as listed on the vacancy announcement for a period of 90 calendar days from the date that the best-qualified list was certified.

Section 16 – A selecting official may fill a vacancy without interviewing any of the candidates. However, if one bargaining unit candidate is interviewed, all other bargaining unit candidates for that vacancy must be offered an interview.

Section 17 – If for any reason the Employer is unable to fill a vacancy from the original best-qualified list and a new list is requested, it will include the next highest-ranking group of candidates, if any, who failed to meet the cut-off score for the original best-qualified list.

Section 18 – When a selection has been made, whether from a best-qualified list or any other appropriate source, the Civilian Personnel Advisory Center (CPAC) will arrange a release date, notify the Employee and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the Employee is scheduled to report.

Section 19 – When in the process of resolving a grievance or other complaint, a deciding official, arbitrator or other appropriate third party determines that an Employee was not selected for a vacancy because of a procedural, regulatory or program violation, such Employee shall receive priority consideration for noncompetitive promotion. An Employee is entitled to only one priority consideration for noncompetitive promotion for each instance in which he/she was previously denied proper consideration. Priority consideration for noncompetitive promotion under these circumstances shall apply as follows:

a. Where the erroneous selection has been allowed to stand, those Employees who were not properly considered because of (1) having been erroneously excluded from a best-qualified list or (2) having been included on an improperly established best-qualified list will receive priority consideration for the next vacancy for which he/she is qualified.

b. Where the erroneous selection is cancelled and the position ordered to be vacated, those Employees who were not promoted or given proper consideration because of exclusion from a best-qualified list or inclusion in an improperly established best-qualified list will be considered for the vacated position before any other placement action to fill that position is initiated.

Section 20 – Priority consideration will also be granted to Employees to whom the following applies:

a. Employees who are in a retained-grade status as a result of an action taken by the Employer and who (a) are serving on a full-time basis under career or career-conditional appointments at Pay Band DJ – IV or below, or a wage equivalent, in the competitive service; (b) are serving under excepted career or excepted career-conditional appointments (except that their eligibility for priority consideration is limited to positions that can be filled under the same excepted authority as the one used for their appointment); or (c) are career or career-conditional Employees serving on a part-time basis (except that their eligibility for priority consideration is limited to other part-time assignments).

b. Employees who are downgraded without personal cause (performance or misconduct) will receive priority consideration for re-promotion to a pay band previously held on a non-temporary basis or, if applicable, to an intervening pay band. Priority consideration will be given for each pay band for which an Employee was downgraded. The provisions of this sub-section will apply only when an Employee was downgraded by the Employer and the re-promotion is to a pay band formerly held on a permanent basis.

Section 21 – The procedures for processing priority consideration(s) shall be:

a. When an Employee becomes entitled to priority consideration, the Employer will provide him/her with a written notification to that effect. The notice will advise the Employee that if a vacancy is announced and posted and the Employee wishes to exercise his or her right to priority consideration, he/she should submit the necessary application, along with the appropriate notification letter that authorizes priority consideration, to the servicing personnel office.

b. Priority consideration is to be exercised by the selecting official at the option of the Employee for an appropriate vacancy. An appropriate vacancy is one in which the Employee is interested, is eligible, and which leads to the same pay band as the vacancy for which prior consideration was not given, or for which an Employee was denied.

c. Before completion of a best-qualified list, the name(s) of the Employee(s) requesting to exercise their right to priority consideration will be referred to the selecting official. The selecting official will make a determination on the request before receiving a best-qualified list.

d. The fact that an Employee chooses to exercise priority consideration does not preclude that Employee from also filing a regular application for the vacancy.

Section 22 – Union access to merit promotion records (promotion packages) shall be limited to those instances in which it has been asked to represent an Employee who has filed a formal complaint (grievance, EEO complaint, Unfair Labor Practice) concerning a completed placement action covered by the provisions of this article. In such instances the Union is entitled to such information as it may require to effectively carry out its representational duties. The request and release of such information shall be in accordance with the applicable provisions of law (5 U.S.C. 7114).

Section 23 – The Parties agree that career ladder and sequential positions help to develop internal candidates to successfully perform in higher pay bands. The Employer agrees to ensure that procedures for the administration of career ladders are consistent with published policy. Career ladder plans must show the promotion criteria for each pay band or the plan. As an Employee enters each pay band of the position, he/she will be given a copy of the plan pertaining to that level.

Section 24 – An Employee selected for a career ladder position at a higher initial pay band than the position he/she is vacating shall be promoted to the higher pay band effective on the date he/she is scheduled to report for duty.

Section 25 – Promotions within the career ladder will be made in accordance with the career ladder plan, but only after the Employer has determined in each instance that the Employee is ready to take on the higher-level duties. If the Employer determines that an Employee is not ready for promotion, he/she will be notified in writing of that determination. The notification will include the tasks that must be successfully performed and the skills that must be demonstrated before the Employee can be promoted. Career ladder promotions will be made effective as soon as possible after the decision to promote is made.

ARTICLE 23 – DETAILS AND REASSIGNMENTS

Section 1 – A detail is the assignment of an Employee on a temporary basis, and for a limited period of time, to perform

duties not covered by the Employee's official position description. The duties to which an Employee is detailed may be of the same or higher pay band and classified or unclassified. Details may be made for up to 180 calendar days and extended thereafter in 180-day increments. The Employer agrees, if possible, to limit the duration of details to 12 months.

Section 2 – Selections for details shall be based solely on the bonafide need(s) of the Employer as determined by the Employer. Details to higher pay bands or different occupational families shall not be used to afford certain Employees an undue opportunity to gain qualifying experience or to prevent others from gaining such experience.

Section 3 – Details may be used to meet temporary work needs or other such needs as the Employer deems necessary. Circumstances for which details may be utilized include, but are not limited to, the following:

a. Periods of abnormal workloads

b. Changes in mission or organization

c. Unanticipated absences

d. Pending official assignment of duties

e. Pending description and classification of new positions

f. Pending security clearance determinations

g. For training purposes

Section 4 – Details of 30 calendar days or more shall be considered formal details and will be documented by a Request for Personnel Action (RPA or SF-52) filed on the permanent side of the Employee's Official Personnel Folder (OPF). A formal detail assignment will state the specific duties to be performed.

Section 5 – Details of less than 30 days under the Personnel Demonstration Project (PDP) utilize a Simplified Assignment Process. They do not result in official personnel actions, but will be documented by memorandum approved by the USAMRMC Commander/Director of the organization. The memorandum will adequately record the assignment, identify any changes to the applicable rating chain and include the effective date.

Section 6 – The Employer shall provide to any Employee who is detailed, either formally or informally, an explanation of what is expected, a listing of specific duties and responsibilities, timeframes for the detail or reassignment and any possible changes in the rating chain. All details and reassignments exceeding 60 days must adhere to all PDP policies and directives and this Agreement regarding performance appraisal requirements.

Section 7 – For the purposes of this article, a reassignment is defined as any permanent change of an Employee from one bargaining unit position to another within USAMRAA, without immediate gain or loss of pay. An Employee may be reassigned at his/her request, subject to management approval, or the Employer may direct an Employee's reassignment. The Employer will notify the Employee as far in advance as possible or any directed reassignment.

Section 8 – When an Employee has been reassigned due to the abolishment of his/her position and the position is reestablished with no change in duties or pay level, the Employee may request reassignment to the position. The Employer agrees to consider the request and render a decision before initiating a recruitment action

Section 9 – An Employee may also request reassignment to other vacancies in the same occupational family, pay band level, and with no greater promotion potential than the position the Employee holds. The Employer agrees to consider the request and render a decision before initiating a recruitment action.

ARTICLE 24 – DOWNGRADING, REPROMOTION, REDUCTION IN FORCE AND TRANSFER OF FUNCTION

Section 1 – Any involuntary change of an Employee to a lower pay band level shall be discussed with him/her by his/her supervisor or other representative designated by the Employer at the time such action is proposed. The Employee may be represented by the Union during such discussion if the Employee so requests.

Section 2 – Any Employee affected by an involuntary change to a lower pay band without personal cause is entitled to priority consideration for re-promotion in accordance with appropriate regulations and Section 20-b of Article 22 of this Agreement.

Section 3 – The Parties recognize that a reduction in force or a transfer of function may seriously and adversely affect Employees. In the event of either of these occurrences, the Employer will notify the Union and fulfill its obligation to bargain consistent with 5 U.S.C. 71 and the applicable provisions of this Agreement.

Section 4 – Any Employee who is transferred, demoted or separated because of a reduction in force shall be given notice of at least 60 calendar days in advance of the proposed effective date. Employees who are transferred, demoted or separated because of a transfer of function shall be given notice in advance of the proposed effective date. When it becomes known that a transfer of function will occur, affected Employees will be notified 60 calendar days in advance of the effective date of the transfer.

Section 5 – The Employer will notify the Union in writing of a reduction in force or a transfer of function involving bargaining unit Employees at the earliest possible date before the advance notice to affected Employees. If possible, the Union will be notified at least 60 calendar days in advance of the Employees. The Union notification will include the reason for the action, the number of Employees and types of positions expected to be initially affected, and the date on which the action is expected to be taken. The Employer shall also furnish the Union, upon request, information in accordance with 5 U.S.C. 7114 (b) (4).

Section 6 – All Employees are entitled to retain their pay band for two (2) years when, through no fault of their own, they are placed in a lower pay band position because of a reclassification action or the application of reduction-in-force procedures, provided the following criteria are met:

a. Reclassification – If an Employee’s position is reclassified to a lower pay band for at least one (1) year immediately preceding this action.

b. Reduction in Force – If an Employee is placed in a lower pay band through application of reduction-in-force procedures, the Employee must have been in a higher pay band for a minimum of 52 consecutive weeks preceding placement.

Section 7 – The Parties agree that an Employee demoted for personal cause, at his/her request, or who declines a reasonable

offer of a position as defined in 5 C.F.R. 536, Subpart B, is not entitled to pay band retention.

ARTICLE 25 – CONTRACTING OUT: A-76

Section 1 – The Employer retains the right to make determinations with respect to the contracting out of bargaining unit work. When the Employer anticipates that duties and responsibilities assigned to and being performed by bargaining unit members may be contracted out, the Union will be notified as soon as general information is available on the duties and responsibilities to be contracted and on the Employees who may be affected.

Section 2 – The Employer agrees that any decision to contract out work, regardless of the number of Employees affected, will be made in accordance with the Office of Management and Budget (OMB) Circular A-76, Performance of Commercial Activities, its Supplement, and other applicable rules and regulations; however, the implementation of OMB Circular A-76 is not subject to the negotiated grievance procedure. The Employer further agrees to seek ways to minimize the adverse effects on Employees of a decision to contract out bargaining unit work.

Section 3 – The Employer will provide to the Union, in a timely manner, copies of pertinent information relative to the contracting out, to the extent permissible under OMB Circular A-76 and its Supplement, law, rule and regulation. Any questions regarding requests for information or access to documentation will be jointly addressed by labor and management as soon as they arise. The results of any review, study or consideration developed during the contracting out process will be made available to the Union in accordance with the provisions of OMB Circular A-76, its Supplement, and applicable DoD and DA policy.

Section 4 – Employees adversely affected by contracting out decisions will be afforded placement rights and retraining in accordance with OMB Circular A-76, its Supplement, and applicable laws, rules and procedures, including the provisions of this Agreement governing reduction-in-force actions. These Employees will also be notified of:

a. The reason(s) for contracting out

b. How they will be affected

c. Any efforts to minimize the adverse affects on them

d. The rights and benefits available to them

Section 5 – When the Employer determines that bargaining unit work will be contracted out, the Union shall be provided the opportunity to bargain concerning matters set forth in Article 2, Matters Subject to Negotiation, and consistent with 5 U.S.C., Chapter 71.

Section 6 – The Employer and the Union recognize the right of first refusal required by OMB Circular A-76 and its Supplement. Declining to exercise the right of first refusal due to displacement by contracting out shall not be deemed to be a waiver of any appeal or grievance right by a bargaining unit Employee that he/she may have under applicable law, regulation and this Agreement.

ARTICLE 26 – OUTSOURCING

Section 1 – For the purposes of this Agreement, outsourcing means any use by the Employer of personnel, services or other resources under contract or agreement from any outside source to accomplish the mission of USAMRAA that does not fall within the coverage of Article 25 of this Agreement.

Section 2 – The Employer retains the right to make determinations with respect to outsourcing. The Employer will seek to minimize the adverse effects of outsourcing upon Employees, and the Union will be notified of the decision to outsource as soon as possible, to include the duties and responsibilities to be outsourced and the Employees who may be affected.

Section 3 – The Employer agrees that the Union has a right to bargain over the impact and implementation of outsourcing decisions in accordance with the provisions of Article 2 of this Agreement, which includes the right to request additional pertinent information required for it to exercise its bargaining rights.

ARTICLE 27 – EMPLOYEE COUNSELING

Section 1 – The Parties agree that the counseling of Employees is an important aspect of the employment relationship. Counseling may be oral or written, and oral counseling may be documented by means of a memorandum for record (MFR). When counseling is used for disciplinary purposes, it shall be considered as informal discipline and shall not be made a matter of permanent or temporary record in the Employee's Official Personnel Folder. A Union representative may accompany an Employee at any counseling session where the Employee has a right to, and requests, such representation.

Section 2 – Oral Counseling:

a. When it is determined that oral counseling is necessary, the counseling will be accomplished during a private interview with the concerned Employee and Union representative, if one is requested.

b. If there is to be more than one (1) management official involved in a counseling session with an Employee, the Employee will be so notified in advance, and the Employee may have a Union representative at the session.

c. If after an oral counseling session, the Employee is dissatisfied and wishes to pursue a grievance, the Employee may proceed to the appropriate step of the negotiated grievance procedure found at Article 29 of this Agreement.

Section 3 – Written Counseling:

a. Written counseling will be accomplished in the same manner as specified above for oral counseling, except that two (2) copies of a written statement will be given to the Employee.

b. A written counseling for misconduct may only be kept or used to support other disciplinary actions for up to six (6) months unless additional related misconduct occurs, in which case it may be retained for up to one (1) year.

c. A written counseling for performance may not be retained and used beyond the appeal period of the annual performance rating except to support a timely personnel action related to that rating or any timely action taken during the rating period.

d. In the case of probationary Employees, written counselings may be kept up to the time the Employee is either separated during probation or completes his or her probationary period. If the Employee is separated, the counseling documents may be used to support the separation.

ARTICLE 28 – DISCIPLINARY AND ADVERSE ACTIONS

Section 1 – The Employer and the Union recognize that the public interest requires the maintenance of high standards of conduct. Employees are therefore expected to discharge their duties conscientiously and with the required level of competence; comply with work rules; conduct themselves in a courteous manner with respect to coworkers, supervisors and the general public; respect the administrative authority of those directing their work; and observe the spirit as well as the letter of the laws, rules and regulations governing their conduct. Disregard for, or inability to meet, these requirements may be cause for disciplinary or adverse action.

Section 2 – The Parties agree that the objective of discipline is to correct and improve Employee behavior so as to promote the efficiency of the service. The Parties further agree to the concept of timely, progressive discipline designed primarily to correct and improve Employee behavior. Employees will be subject to disciplinary or adverse actions only for such just cause as will promote the efficiency of the service.

Section 3 – Employees who are uncertain of the job-connected behavior or conduct expected of them, or have questions concerning work rules, may contact their supervisor or other management official of the Employer, as appropriate, for advice. Supervisors and/or management officials shall assist Employees in resolving such matters.

Section 4 – For purposes of this Article and this Agreement, the following definitions are used:

a. Informal disciplinary actions are defined as admonishments, counselings, warnings and reprimands, whether oral or written, that are not made a matter of temporary or permanent record in the Employee’s Official Personnel Folder (OPF).

b. Formal disciplinary actions are defined as written reprimands that are made a matter of temporary record in the Employee's OPF, and suspensions of 14 calendar days or less.

c. Adverse actions are defined as removals, suspensions of more than 14 calendar days, reduction in pay or grade, or furloughs of 30 calendar days or less.

Section 5 – Informal disciplinary actions, if made a matter of written record, will be withdrawn from the Employer's files no later than one (1) year after the date the written record was established. A formal written reprimand will be withdrawn from an Employee's OPF no later than 18 months from the date it was placed in the OPF.

Section 6 – Supervisors may withdraw informal disciplinary actions and formal written reprimands at any time the supervisor determines on his/her own volition, or in response to a request from the Employee, that the action has served its intended purpose. Unless they have been used to support a subsequent disciplinary action, informal disciplinary actions and formal written reprimands, once withdrawn, shall be expunged from the record.

Section 7 – The Employer agrees to administer discipline in a manner consistent with applicable laws, regulations and the established policies of the Employer. Discipline will be administered fairly and equitably, and in a manner that is timely under the circumstances and complexity of each case.

Section 8 – The Employer will investigate an incident or situation as soon as possible to the extent necessary to determine whether discipline is warranted. Ordinarily this investigation will be made by the appropriate line supervisor. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. If an investigative interview is conducted, the right to Union representation shall apply in accordance with the provisions of Article 4 of this Agreement. In all cases, the information obtained will be documented.

Section 9 – Informal disciplinary actions and formal reprimands will be discussed with the Employee at the time of issuance if the Employee so requests. If such a discussion is requested, the Employee may obtain Union representation, and the discussion will be delayed until the Union has had a reasonable opportunity

to furnish a representative. Such discussions, if held, shall be separate and apart from the negotiated grievance procedure.

Section 10 – All suspensions and adverse actions shall require (a) an advance notice in the form of a proposal that shall specify the action being proposed, but not specify the date(s) on which the action will be effected; and (b) a decision notice that will specify what action will be taken and the date(s) on which it will be effected. The provisions of Sections 11-14, below, shall apply to all proposal and decision notices.

Section 11 – An Employee against whom a suspension of 14 days or less is proposed is entitled to a 15-calendar day advance written notice of proposed action. An Employee against whom an adverse action is proposed is entitled to a 30-calendar day advance written notice of proposed action. In each case, the notice of proposed action will state (a) the charge(s), specification(s), reasons in support of the action being proposed; (b) the right of the Employee to respond and obtain representation; and (c) the individual to whom the Employee is to respond. Response times and procedures shall accord with Sections 12 and 13, below. An advance written notice of proposed action is not required for informal disciplinary actions or formal reprimands.

Section 12 – Employees and/or their designated representatives may respond orally and/or in writing to proposed suspensions or adverse actions. Any response will be made as soon as practicable, but in no case later than 14 business days from receipt of the advance written notice of proposed action. The response may include any evidence the Employee wishes to present, to include written statements from persons having relevant information. Requests for extensions of time may be granted when good cause is shown.

Section 13 – An Employee against whom a suspension or adverse action is proposed may use up to eight (8) hours of official time to review any and all information used to support the proposed action and prepare a response. Requests for additional time may be granted when good cause is shown. Upon request, one (1) copy of any document(s) in the case file will be provided to the Employee or his/her designated representative.

Section 14 – An Employee against whom a suspension or adverse action has been proposed shall receive a written decision notice as soon as possible after the Employee has responded or, if the Employee did not respond, after the response period has expired.

The decision notice shall fully explain the reasons for the action taken, evaluate the evidence relied upon and inform the Employee of his/her appeal/grievance rights. The decision will be discussed with the Employee at the time it is issued if the Employee so requests. The Employee may have a Union representative present at the time the decision is issued and during the discussion, if any.

ARTICLE 29 – GRIEVANCE PROCEDURE

Section 1 – The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive procedure available to Employees, the Union and the Employer for resolving grievances that fall within its coverage except as provided in Section 6, below. The Union shall be the exclusive representative of an Employee or group of Employees who use this procedure and elect to be represented. However, any Employee or group of Employees may present grievances to the Employer on their own behalf and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment.

Section 2 – A grievance means any complaint by any Employee concerning any matter relating to the employment of the Employee; by the Union concerning any matter relating to the employment of any Employee; or by any Employee, the Union or the Employer concerning the effect or interpretation or a claim of breach of this Agreement or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment. Specifically excluded from consideration under this grievance procedure and from arbitration are:

a. Matters outlined in 5 U.S.C. 7121 (c) (1) (2) (3) (4) (5).

b. Non-selection for a promotion from among a group of properly ranked and certified candidates where there are no alleged procedural violations.

c. A preliminary warning notice of an action that, if effected, would be covered under this grievance procedure.

d. The termination of a temporary appointment or a temporary promotion where there are no alleged procedural violations.

e. The separation of a probationary Employee where there are no alleged procedural violations.

f. The content of an Employee's performance objectives unless they are known to be illegal.

Section 3 – Definitions:

a. Employee. A current bargaining unit member for whom a remedy can be provided. An Employee who files a grievance is also referred to as a "grievant."

b. Personal Relief. A specific remedy that personally and directly benefits the grievant.

c. Representative. A person who has been designated by the Union and who has agreed to advise, assist or act for the grievant in the presentation of a grievance.

d. Grievance File. A separate file subject to the Privacy Act that contains all documents related to the grievance, including, but not limited to, statements of witnesses, records or copies thereof, the report of hearing when one is held, statements made by the Parties to the grievance, and the decision.

e. Days. Calendar days, unless stated otherwise. (If a time limit expires on a weekend, holiday, or other non-workday, the time limit must be extended to the next workday.)

Section 4 – Employee rights:

a. An Employee shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting a grievance.

b. Employees filing a grievance under this procedure may represent themselves or be represented only by a designee of the Union.

c. An Employee and representative (if an Employee of USAMRAA) will be granted a reasonable amount of official time to discuss, prepare and present the grievance if they would

otherwise be in a duty status. Employees must receive supervisory approval, in advance, for the use of official time.

d. Employees have the right to communicate with and seek procedural guidance from the Union, the Personnel Office, and EEO counselors (e.g., EEO specialists and counselors, employee program counselors).

Section 5 – Representation:

a. Upon the filing of a grievance, whether an Employee is self-representing or represented by a designee of the Union, the Union has a right to be present during the grievance proceeding.

b. Where the Employees elects Union representation, meetings and communications regarding the grievance and attempts at is resolution shall be made through the designated Union representative.

c. For Employees working flexible tours, the Parties agree to schedule all steps in the grievance process during the core hours of the Employee and the representative unless the Parties mutually agree otherwise.

d. In situations where the Employee and representative are on different work schedules and/or locations, the Parties agree to make a reasonable effort to schedule all steps in the grievance process during the common work times of the Employee(s) and representative unless the Parties mutually agree otherwise.

Section 6 – Adverse actions, complaints of discrimination, whether pure or mixed, and actions for unacceptable performance that also fall within the coverage of this negotiated grievance procedure may, at the discretion of the aggrieved Employee, be contested under the applicable statutory appeal procedures or under this negotiated grievance procedure, but not both. An Employee shall be deemed to have exercised his/her option under this section to raise a matter under the applicable appellate procedures or under this negotiated grievance procedure at such time as the Employee timely files a notice of appeal or timely files a grievance, whichever occurs first.

Section 7 – Grievances over adverse actions, complaints of discrimination, or actions for unacceptable performance will be filed at Step 3 of the negotiated grievance procedure within 30 days of the effective date of the action. Grievances over

disciplinary actions will be filed at the next level above that of the official who took the actions (reprimands) or approved the action (suspensions) within 15 days of the effective date of the action.

Section 8 – Questions as to whether a grievance concerns a matter subject to the negotiated grievance procedure or is a matter subject to arbitration, and which cannot be resolved at a lower level, shall become a threshold issue if the grievance is submitted to arbitration.

Section 9 – Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Accordingly, the Parties agree to make a sincere effort to resolve complaints, dissatisfactions and grievances at the lowest possible level consistent with the nature of the issue.

Section 10 – Responsibilities:

a. Managers and supervisors are responsible for the fair, responsive and timely consideration of Employee grievances brought before them. To the extent feasible, they should also strive to resolve grievances in a mutually satisfactory and timely manner.

b. The grievant is responsible for complying with appropriate time limits stated herein and for ensuring that his/her grievance identifies the specific issue(s) of concern, the personal relief sought and the provisions of law, rule, regulation or this Agreement that he/she believes to be applicable. The grievant is also responsible for obtaining representation, if desired; advance approval of official time for the preparation and presentation of the grievance; and any grievance-related material requested by the reviewing official. Any such material must be provided promptly and completely.

Section 11 – Grievance procedure:

a. General Requirements:

(1) An Employee may file a grievance concerning a continuing practice or condition at any time, but must present a grievance concerning a particular act or occurrence within 15 days of the date of the act or occurrence or the date the Employee became aware of the act or occurrence. The time limit may be extended by the official considering the grievance if the

Employee has shown good cause. Grievances will be initiated at the lowest level commensurate with the issue involved and the authority of the reviewer.

(2) When initiating a grievance, whether orally or in writing, the Employee must clearly specify that he/she is pursuing a grievance and comply with the requirements set forth at Section 10-b, above.

(3) If an Employee has elected Union representation, he/she must notify the reviewing official, in writing, before presenting the grievance. Such notification will include the name of the representative and an authorization for the release of information that would otherwise be protected by the Privacy Act to the representative in the exercise of his/her representational duties. Any communication with an Employee's representative shall be considered communication with the Employee.

(4) A grievance may be resolved at any stage of the procedure, and the Parties agree that every reasonable effort should be made to do so. If a resolution is reached it will be reduced to writing and signed by the grievant, his/her representative (if any), and the official reviewing the grievance at the time of resolution. The signed resolution will become part of the grievance file.

(5) All stated time limits may be extended by mutual consent. Failure of the Employer to observe applicable time limits shall entitle the Employee to advance a grievance to the next step. The Employer has the right to terminate a grievance when the Employee fails to adhere to applicable time limits.

b. Step 1 – The Employee presents a written grievance to his/her first-line (immediate) supervisor. The supervisor will review the grievance and inform the Employee as soon as possible, but within 15 days from the date the grievance was presented, of his/her decision. The decision will be in writing and will explain the reasons for it. The time limit for a response may be extended with the written concurrence of the Employee. If a decision is not issued within the applicable time limit, the Employee may proceed to the next step or continue to await the decision.

c. Step 2 – The Employee presents a written grievance to his/her second-line supervisor within 5 days of receipt of the Step-1 decision or within 5 days after the deadline for

management action has expired and no decision has been received. The second-line supervisor will review the grievance and inform the Employee as soon as possible, but within 15 days from the date the grievance was presented, of his/her decision. The decision will be in writing and will explain the reason(s) for it. The time limit for a response may be extended with the written concurrence of the Employee. If a decision is not issued within the applicable time limit, the Employee may proceed to the next step or continue to await the decision.

d. Step 3 – The Employee presents a written grievance to the Director, USAMRAA, within 5 days of receipt of the Step-2 decision or within 5 days after the deadline for management action has expired and no decision has been received. The Director will review the grievance and inform the Employee as soon as possible, but within 15 days from the date the grievance was presented, of his/her decision. The decision will be in writing and will explain the reasons for it. The time limit for a response may be extended with the written consent of the Employee. If a decision is not issued within the applicable time limit, the Employee, with Union concurrence, may proceed to binding arbitration or continue to await the decision.

e. Arbitration – Any grievance remaining unresolved after application of the above procedures may be taken to binding arbitration in accordance with the provisions of Article 30 of this Agreement.

Section 12 – Grievances that impact on the common interests of the Employer or the Union may be filed in accordance with the following procedure:

a. Any grievance submitted by the Employer will be in writing and addressed to the President, Local 2484, AFGE (AFL/CIO), Post Office Box 1425, Frederick, Maryland 21702.

b. Any grievance submitted by the Union will be in writing and addressed to the Director, USAMRAA.

c. The submitted grievance will outline in detail the misunderstanding, dispute, complaint or dissatisfaction, to include all pertinent data such as dates, places and personnel involved.

d. The Party to whom a grievance was submitted will inform the other Party of its decision in writing within 30 days following receipt of the grievance. If more than two (2)

grievances are submitted to either Party within a 30-day period, the 30-day decision period will be extended by a reasonable time as agreed to by the Parties.

e. If the grievance is not resolved by the written decision given in Section 12-d, above, the grieving Party may proceed to binding arbitration in accordance with the provisions of Article 30 of this Agreement.

Section 13 – In any instance where more than one Employee is grieving the same issue, one Employee shall be selected by the Union to pursue the grievance.

Section 14 – In any grievance where the primary issue is the interpretation of a regulation or policy, rather than the method or fairness of its application, the Parties agree to jointly obtain an official interpretation in accordance with the procedures at Article 3, Section 4, of this Agreement from the proponent of the regulation or policy before submitting the grievance to binding arbitration. The Union will be given an opportunity to include its comments in the request for interpretation. The Union's agreement to solicit an interpretation does not constitute an acceptance of that interpretation. If the grievance is subsequently submitted to arbitration, the official interpretation, along with any differing Union interpretation, will be included in the submission. The arbitrator will consider the Union and Management interpretations as submitted before rendering a decision.

ARTICLE 30 – BINDING ARBITRATION

Section 1 – If unresolved, a grievance processed under Article 29 of this Agreement may be referred to arbitration as provided in this article. Arbitration may only be invoked by the Employer or the Union and must be in writing and must be within thirty (30) days following receipt of the Step 3 decision, except where otherwise allowed under this Agreement.

Section 2 – Selection of an Arbitrator:

a. Within seven (7) calendar days from the date a Party invokes arbitration, the Parties shall meet for the purpose of drafting a mutual request to the Federal Mediation and Conciliation Service (FMCS) for a panel (list) of five (5) impartial arbitrators with federal sector experience.

b. The Parties shall meet within seven (7) calendar days after receipt of the panel. If they cannot mutually agree upon one of the listed arbitrators, each Party will alternately strike one name from the list and repeat the procedure until one name remains. The remaining name shall be the duly selected arbitrator. The first Party striking will be decided by a coin flip.

c. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event that:

(1) Either Party refuses to participate in the selection of an arbitrator or;

(2) Upon inaction or undue delay on the part of either party.

d. Any fees levied by the FMCS shall be borne equally by the Parties.

Section 3 – Scheduling of Arbitration Hearing:

a. Within 30 calendar days of the date on which the selected arbitrator accepts assignment of the case, the Parties and the arbitrator will schedule a date and time for an arbitration hearing. The hearing date shall be the earliest practicable date that is mutually agreeable to the Parties and the arbitrator, but in no case more than 240 calendar days from the date of the date arbitration is invoked. The Parties agree to be diligent in their efforts to fulfill their scheduling obligations under this section.

b. If the selected arbitrator cannot be available for a hearing within 240 calendar days of the date arbitration was invoked, the Parties will meet as soon as possible to select another arbitrator from the original panel or, if necessary, request another panel from the FMCS. The selection process will be as specified in Section 2, above.

c. Scheduled arbitration hearings may be rescheduled by mutual consent of the Parties and availability of the arbitrator. The Party desiring to reschedule a hearing shall be responsible for determining the arbitrator’s availability. In the event of a unilateral request to reschedule, the requesting Party shall be responsible for any cancellation fee or other

costs levied by the arbitrator as a result of rescheduling the hearing.

Section 4 – Proceedings, Arbitrator's Authority, Awards:

a. The Parties are required to exercise due diligence in all matters to prepare for the subject proceedings. This includes the effort to identify evidence and witnesses to be presented at the hearing. At least 14 days in advance of the arbitration hearing, the Parties will exchange witness lists and inform the other Party as to whom their representative will be. These lists may not be amended except in the event of unforeseen circumstances such as the sudden unavailability of a witness or the identification of other witnesses found to have additional information. The Party adding witnesses to the list, due to the discovery of additional information, will expeditiously notify the other representative of the addition.

b. By mutual consent, the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider a possible settlement and/or means of expediting the hearing.

c. Within 30 calendar days after notification of the arbitrator's acceptance of the case, the Parties should attempt to agree upon a joint submission of the issue(s) to be arbitrated; however, if they cannot agree upon a joint submission, each Party shall separately submit its issue(s) and serve a copy of it submission on the other Party. In no event shall the issue(s) before the arbitrator differ materially from the issue(s) stated, and ruled upon, in the grievance process. The arbitrator shall decide the issue(s) to be heard and shall render such decision not later than 15 days before the scheduled date of the hearing.

d. The arbitrator shall have the authority to make all arbitrability determinations consistent with applicable law, rule and regulation. Questions of arbitrability shall be submitted to the arbitrator by pre-hearing brief, and when the arbitrability issue is sufficiently clear, the arbitrator shall render an arbitrability decision prior to a hearing. If, however, the arbitrator is unable to make an arbitrability decision based on pre-hearing briefs, the arbitrator shall hear and consider arguments regarding both the arbitrability and merits of the case at the scheduled hearing. The Party submitting a pre-hearing arbitrability brief will timely serve a copy of the brief to the other Party.

e. The arbitration hearing shall be held at Fort Detrick during core work hours of the basic workweek. The hearing shall be informal with no formal rules of evidence applied. The arbitrator shall assure that the hearing is conducted fairly and that all relevant information is presented. Arbitrations will be limited to one day unless the complexity of the case would indicate that more than one day would be required.

f. The grievant(s), the Employee Union representative(s) and the scheduled Employee witnesses shall be granted official time to participate in an arbitration hearing if they would otherwise be in a duty status. As necessary, the duty hours of participating Employees will be changed to meet the needs of the arbitration hearing. Overtime or compensatory time will not be utilized.

g. Each Party will be allowed to submit post-hearing briefs. Briefs will be submitted within 30 calendar days of the close of the hearing; however, either Party may submit a motion for an extension for filing post-hearing briefs for cause.

h. The arbitrator shall have jurisdiction over a hearing and shall be empowered to fashion an appropriate remedy consistent with the terms of this Agreement and in accordance with applicable law, rule or regulation, to include the awarding of back pay and attorney fees in accordance with 5 U.S.C. 5596. Each Party shall have the right to argue before the arbitrator its views on what an appropriate remedy should be. The arbitrator shall not have the authority to modify any provision of this Agreement and shall limit all findings to the issue(s) considered in the hearing. Each decision rendered by an arbitrator shall contain a finding of fact.

i. The arbitrator shall be required to render a decision as quickly as possible, but not later than 30 calendar days after the closing of the record unless the Parties mutually agree to extend the time limit. The arbitrator shall retain jurisdiction over the case, and any dispute over the application of an award shall be returned to the arbitrator for settlement, including any award remanded by the FLRA.

j. Arbitration awards shall be binding on the Parties and fully implemented in a timely manner unless an exception (appeal) is filed, in which case the award shall be stayed until the appeal is resolved. Either Party may file exceptions to arbitration awards with the FLRA in accordance with 5 U.S.C.

7122 and FLRA procedural regulations. Arbitration awards shall be subject to review only as provided in 5 U.S.C. Chapter 71.

Section 5 – The arbitrator's fee and expenses and the expenses of any mutually agreed upon services in connection with the arbitration hearing, to include the cost of a recorder and transcript, shall be borne equally by the Parties. Absent mutual agreement, either Party may request a transcript, but the requesting Party shall bear all costs incurred in the preparation of the transcript.

Section 6 – Any cancellation fee or other costs levied by an arbitrator as a result of a withdrawal from arbitration shall be borne by the Party withdrawing from arbitration unless the withdrawal is by mutual decision of the Parties or by virtue of a written agreement or settlement, in which case any fee or costs shall be borne equally by the Parties or as otherwise specified by the agreement or settlement.

Section 7 – All stated time limits in this article may be extended by mutual consent.

ARTICLE 31 – PROBATIONARY EMPLOYEES

An Employee whose performance is unsatisfactory and who has not completed the probationary period may be changed to a lower grade or separated, as appropriate, in accordance with established regulations.

ARTICLE 32 – ELECTRONIC MONITORING AND SURVEILLANCE

When the results of monitoring are used to evaluate performance or support a disciplinary or adverse action, the Employee and the Union shall be notified at the conclusion of this monitoring and provided copies of any record, whether electronic or hard copy, generated.

ARTICLE 33 – HEALTH AND SAFETY

Section 1 – The Employer agrees to maintain safe and healthy working conditions in accordance with applicable laws, rules and

regulations. The Parties agree that health and safety are a collective effort and the responsibility of the Employer, the Union and individual Employees. It is agreed that everyone is responsible for reporting unsafe or unhealthy working conditions and injuries without fear of reprisal, and that imminent or potential safety or health hazards will be reported as promptly as possible. The Parties further agree that they will cooperate in a continuing effort to reduce or eliminate Employee exposure to unsafe working conditions and health hazards.

Section 2 – The Parties agree that Employee wellness, and the investment in programs to maintain Employee health, contribute directly to sustained productivity and reduction of lost Employee time due to illness. Therefore, the Employer and the Union agree to jointly encourage and promote programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, and exercise.

Section 3 – Employee participation in agency-sponsored wellness programs such as the DA Healthy Workplace and Fitness Program shall be in accordance with established policy and regulatory guidelines governing such participation. Participation in non agency-sponsored wellness programs during scheduled duty hours shall require the request and approval of appropriate leave. Leave requests and approvals shall be in accordance with the applicable provisions of this Agreement.

ARTICLE 34 – OUTSIDE ACTIVITIES/EMPLOYMENT

Section 1 – Employees shall have the right to engage in outside activities and undertakings of their own choosing not in violation of law, regulation, published policy, or this Agreement and not related to the performance of their official duties. Employees will not be required to report to the Employer on such activities. However, if Employees are engaged in outside activities or employment that is within the scope of applicable regulations and instructions covering standards of conduct, conflict of interest, or outside activities, appropriate reports shall be furnished as required by such regulations and instructions.

Section 2 – All outside employment must be in accordance with DoD 5500. 7-R (Joint Ethics Regulation).

Section 3 – An Employee cannot use Government facilities or equipment to conduct non-Government/Agency related activities.

ARTICLE 35 – DUES ALLOTMENTS

Section 1 – The Employer agrees to withhold, each pay period, the Union dues of each Employee who is a member in good standing of the Union and who voluntarily requests and authorizes such deduction by signing a Standard Form (SF) 1187 (Request for Payroll Deductions for Labor Organization Dues) in accordance with the provisions of this Article and, further, to pay over or remit such deductions to the Union as hereinafter set forth.

Section 2 – An Employee may elect dues withholding at any time. The withholding of dues will begin no later than the second full pay period following the Employer's receipt of the Employee's SF 1187, or later if requested by the Union.

Section 3 – The Union is responsible for obtaining the SF 1187s and the SF 1188s (Cancellation of Payroll Deductions for Labor Organization Dues), distributing the forms to its members, certifying as to the amount of its dues and delivering the completed forms to the USAMRAA Resource Manager. The Union is also responsible for informing its members of the availability of the required forms and the procedures for revocation of an allotment.

Section 4 – The amount of Union dues to be withheld from Employees' salaries will be certified by the Treasurer of the Union not more than once in any 12-month period. The amount will be shown on the SF 1187 at the time the USAMRAA Resource Manager initially receives it. The amount will remain unchanged until the Treasurer of the Union certifies that the amount of regular dues has changed.

Section 5 – The remittance of dues withheld will be made to the Treasurer of the Union not later than five (5) working days following the day on which the related salaries were paid to the Employees. Remittance checks will be made payable to the Union. The Union shall notify the Employer, in writing, of any change in the Union official to whom remittance checks are to be sent.

Section 6 – An Employee may revoke a dues allotment by submitting a properly executed SF 1188 to the USAMRAA Resource Manager at any time after one (1) year from the effective date

of the first deduction. Such a revocation will be effective no later than the second full pay period following receipt of the revocation by the USAMRAA Resource Manager. Upon receipt of a properly executed SF 1188 by the USAMRAA Resource Manager, the duplicate of the form will be transmitted to the Treasurer of the Union, and the Employee copy will be returned to the Employee.

Section 7 – A dues allotment for an individual Employee will be terminated when the Employee leaves the bargaining unit as a result of any type of permanent or temporary separation, transfer or other personnel action; upon the Union's loss of exclusive recognition; or if for any other reason this Agreement ceases to be applicable to the Employee.

Section 8 – When an Employee has been expelled or suspended from Union membership, the Union will notify the USAMRAA Resource Manager, in writing, not later than the last day of the pay period in which the expulsion or suspension occurred. If the expelled or suspended Employee has authorized payroll dues deduction, the allotment will be terminated no later than the beginning of the first full pay period following receipt of this notice by the USAMRAA Resource Manager.

Section 9 – Dues will not be withheld from an Employee whose net salary after legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the Employee has had a period of non-pay status (e.g., leave without pay, absence without leave, suspension or furlough).

Section 10 – Notwithstanding any other language contained in this Agreement with respect to the duration, modification, or renegotiation of any of its provisions, the Parties agree that this Article shall continue in full force and effect until such time as the Parties conclude a superseding signed agreement, whether separately, or as a part of a general agreement, which provides for dues withholding; or until such time as this Agreement ceases to be applicable to the Employee(s) or the Parties.

Section 11 – The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Defense Finance and Accounting Service for the purpose of complying with any of the provisions of this Article, provided the Employer has made every reasonable effort to resolve the problem.

ARTICLE 36 – PERSONNEL FILES AND OFFICIAL RECORDS

Section 1 – The Parties agree that no personnel record may be collected, maintained, or retained except in accordance with law, Government-wide regulations, and this Agreement. All personnel records and information are confidential and shall be viewed or disseminated only by those officials or employees who have a legitimate need to know. Such records must be retained in a secure location at the Employee's permanent duty station except for the Employee's Official Personnel Folder (OPF), which may be located at a specified administrative center.

Section 2 – All basic policies on the maintenance of personnel records, record-keeping standards, and special safeguards for automated and/or electronic records will be followed in accordance with applicable laws and regulations.

Section 3 – Employees have the right to be informed about records that are maintained about them and are filed in a system of records under a personnel identifier such as a name or social security number. Employees and/or their authorized representative have a right, upon request, to use a reasonable amount of official time to examine any of these records and to request removal, amendment or correction to any of these records in accordance with applicable regulations. This includes the right to enter a response or other additional documents, within reason, that are appropriate, relevant, and not in violation of law or Government-wide rules or regulations. The Parties agree to ensure that all Employees are informed of these rights by bulletin board postings or other appropriate means.

Section 4 – Employees and/or their representatives will normally be granted access to the personnel records of the Employee at the time of the request if such records are maintained on the Employer's premises and are immediately available. When such records are not immediately available, the Employer agrees to act promptly to assist the Employee in obtaining the records and will explain to the Employee the reason for the delay.

Section 5 – Employee personnel files maintained locally by the Employer, normally by the supervisor, will be screened and purged, normally in July, but in any case no later than August of each year. Outdated material shall be removed and returned to the Employee. Such records shall be retained only as long as

such administrative need exists, but normally not longer than one (1) year.

Section 6 – Other than records that are exempt from disclosure by statute, an Employee has the right to request and obtain a copy of all records used to support a disciplinary or adverse action taken against him/her. If any such records are determined to be exempt from disclosure, the individual who made the determination must specify the statutory provisions upon which the determination is based. The Employee may challenge any such determination through the negotiated grievance procedure or through an applicable appeal procedure.

Section 7 – The Employer agrees that Employees have the right to assure themselves that any records described in Section 3, above, are being maintained in accordance with appropriate safeguards against unauthorized disclosure.

Section 8 – The provisions of this Article shall apply to memory-jogger notes or other similar materials that a supervisor may elect to temporarily retain in preparing performance appraisals, justifying awards, or carrying out other supervisory responsibilities.

ARTICLE 37 – GENERAL PROVISIONS

Section 1 – Nothing in this Agreement will limit the exercise of an Employee's constitutional or legal rights.

Section 2 – The Employer agrees to furnish the Union, at least annually, a list of all Employees in the bargaining unit, showing name, position title and number, and official duty station.

Section 3 – The Parties agree that effective communication between individual Employees and officials of the Employer is vital to the efficient accomplishment of the Employer's mission. Therefore, the Employer agrees to encourage its supervisors to communicate with their Employees on subjects such as safety, training, promotion announcements, goals, objectives, functions, opportunities and other information pertinent to the Employer's mission and consistent with security requirements. Employees are encouraged to suggest ways and means to improve the administration of their offices and USAMRAA operations as a whole.

Section 4 – It is agreed and understood that any prior work benefit or practice that is a condition of employment and has developed as a form of benefit to Employees, which is presently acceptable to the Employer and the Union, but is not specifically covered by this Agreement, shall remain in full force and effect during the term of this Agreement unless it is in violation of law. The Employer, in contemplating changes to these established practices, hereby agrees that such changes will not be made without prior notice to, and bargaining with, the Union in accordance with provisions of this Agreement.

Section 5 – The Employer and the Union recognize the importance of Employee participation in the Combined Federal Campaign and other charitable and humanitarian activities. However, it is agreed that such participation shall always be voluntary and that supervisors shall refrain from exerting pressure upon Employees to participate. The Union agrees to support such campaigns and shall encourage all Employees to participate.

ARTICLE 38 – DURATION AND CHANGES TO THE AGREEMENT

Section 1 – The date of execution of this Agreement shall be the date on which the Agreement is signed by the negotiators and the Director, USAMRAA.

Section 2 – This Agreement shall be put into full force and effect on the date of approval by the Department of Defense (DoD) or on the 31st day following the date of execution if approval or disapproval action by DoD has not been taken by then. This Agreement will remain in effect for three (3) calendar years from the date of approval.

Section 3 – Either Party to this Agreement may give written notice to the other of not more than 105 calendar days nor less than 60 calendar days before the expiration date of its desire to modify or terminate this Agreement. In the event such notice is given and negotiations are desired, the Parties shall begin ground rule negotiations on a mutually agreed date. If neither Party serves notice to the other of its desire to renegotiate this Agreement, the Agreement shall be automatically extended for one-year periods. However, the Parties will meet upon the expiration of the Agreement and, if automatically renewed, at the end of each one-year period to attempt to bring the Agreement into conformance with applicable policies and

regulations of the DoD, Department of the Army (DA), and with regulations of appropriate non-DoD authorities published during the term of the Agreement.

Section 4 – In the event of a timely challenge to the Union's majority status, any negotiations shall be deferred, or if already begun, suspended pending the outcome of the challenge. Negotiations, their suspension or their deferral, shall not constitute support or nonsupport of any otherwise appropriate question or majority status.

Section 5 – The Parties consider this document to represent their best efforts to arrive at a complete and comprehensive agreement; however, the Parties also recognize that circumstances may arise during the term of the Agreement that could not reasonably have been foreseen and that may require revision of certain of its provisions. Accordingly, the Parties agree to meet at the approximate mid-term of the Agreement (18 months) for the sole purpose of reopening the Agreement to renegotiate any of its provisions that either Party identifies as needing revision.

Section 6 – The mid-term negotiations described in Section 5, above, shall be the only required reopening of this Agreement. Any other negotiations during the term to add to, amend or otherwise modify this Agreement shall be conducted only by the mutual consent of the Parties. Any request by either Party, other than mid-term, to reopen this Agreement must explain the reason(s) for the request and be accompanied by the proposals the requesting Party wishes to negotiate.

Section 7 – Before engaging in negotiations under the provisions of this article, the Parties will meet and agree upon a set of ground rules for the negotiations.

Section 8 – All modifications or amendments to this Agreement shall require the same approval of DoD as the basic Agreement and shall terminate at the same time as the basic Agreement.

ARTICLE 39 – REPRODUCTION/DISTRIBUTION OF THE AGREEMENT

Section 1 – The Employer agrees to provide the Union with copies of this Agreement. The number of such copies shall be equal to the number of Employees in the bargaining unit at the time the Agreement was approved, plus 10 additional copies. The Employer

will furnish such copies within a reasonable period of time after approval by DoD. The Union shall be responsible for distributing the copies it receives. The costs of reproduction for the initial distribution will be borne by the Employer. The costs of reproduction of any additional copies shall be borne by the Union.

Section 2 – Within 30 days of the date copies of this Agreement have been provided for distribution:

a. The Union shall provide the Employer a statement of service of the Agreement to all bargaining unit members.

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

Section 3 – The Union shall be responsible for providing a copy of this Agreement to each Employee who becomes a member of the bargaining unit after the initial distribution date.