

NEGOTIATED AGREEMENT

BETWEEN

**HEADQUARTERS, US ARMY MATERIEL COMMAND
COMBAT EQUIPMENT GROUP - AFLOAT,
GOOSE CREEK, SOUTH CAROLINA**

AND

**AMERICAN FEDERATION of GOVERNMENT EMPLOYEES,
LOCAL 2298**

EFFECTIVE: 1 April 2004

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PREAMBLE

Pursuant to the policy set forth in Public Law 95-454, Title VII, Federal Labor-Management Relations Act, and all future amendments, the following Articles, together with any and all supplemental Agreements and/or amendments which may be mutually agreed upon at later dates, constitute an Agreement by and between Headquarters, United States Army Materiel Command Combat Equipment Group - Afloat, Goose Creek, South Carolina, hereinafter referred to as the Employer, and Local 2298, American Federation of Government Employees, hereinafter referred to as the Union, and collectively known as the Parties, for the Employees in the unit described herein.

This Agreement is entered into pursuant to the Certificate of Representative, which certified the American Federation of Government Employees, Local 2298, as the exclusive representative of all Non-Professional Employees, including temporary Employees with appointments of more than 180 days, employed by the Headquarters, United States Army Materiel Command Combat Equipment Group - Afloat, Goose Creek, South Carolina.

Whereas, the public interest requires high standards of Employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved Employee performance and efficiency; and whereas, the well being of Employees and efficient administration of the Government are benefited by the Employer providing Employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and whereas, the participation of Employees should be improved through maintenance of a constructive and cooperative relationship between the Union and the Employer, now, therefore, the Parties hereto, intending to be bound hereby, agree as follows:

ARTICLE 1
EMPLOYER/EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. The Employer hereby recognizes the Union is the exclusive representative of all Employees in the Unit, as defined in Section 2, below, and the Union recognizes the responsibilities of representing the interests of all such Employees with respect to personnel policies, practices, and matters affecting their general working conditions, subject to the express limitations set forth in Articles 2, 3 and 4.

Section 2. The Unit to which this Agreement is applicable is composed of all Employees of the U.S. Army Materiel Command Combat Equipment Group - Afloat, Department of the Army, Goose Creek, excluding the following:

Management officials;

Supervisors;

Employees engaged in personnel work other than purely clerical work;

Professional Employees;

Employees who act in a confidential capacity with respect to an individual who formulates or effectuates Management policies in the field of Labor-Management relations; and

Temporary Employees who have served less than 6 months continuous service

Section 3. The Employer agrees to maintain a current listing of all Employees that shows those excluded as described above, and ensure the Union is provided a copy annually or as changes occur.

ARTICLE 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each Unit Employee has the right to join or assist any Labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee is protected in the exercise of this right. When duly elected and/or appointed, Unit Employee representatives have the right to present the views of the Union to the Employer and other officials of the Executive Branch of the United States Government, the Congress, or other appropriate authorities.

Section 2. Nothing in this Agreement shall require a Unit Employee to become or remain a member of the Union, or pay money to the Union except through direct payment or a voluntary written authorization for the payment of Union dues through payroll deductions as set forth in Article 5, Dues Withholding.

Section 3. Each Unit Employee has the right to:

Bring matters of personal concern to the attention of appropriate Management officials in accordance with applicable rules, regulations, and established policies;

Self representation with the presence of a Union official or Union representative under Article 23, Grievance Procedure;

Be represented by an attorney or other representative in any appeal process except the Negotiated Grievance Procedure.

Section 4. Each Employee has the right to be informed annually by the Employer of their rights to Union representation (Weingarten).

Section 5. Consistent with the statute, a Supervisor, Management official or confidential Employee may not act as a representative of a Labor organization if the participation or activity would result in a conflict of interest or would otherwise be incompatible with law or with the official duties of the Employee.

ARTICLE 3

EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. In accordance with 5 USC 7106(a), nothing in this Agreement shall affect the authority of the Employer to determine the mission, budget, organization, number of Employees, and internal security practices of the Employer to:

Hire, assign, direct, layoff, and retain Employees of the Employer, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;

Assign work, make determinations with respect to contracting out, and determine the personnel by which the Employer's operations shall be conducted;

Fill positions and make selections for appointment from among properly ranked and certified candidates for promotion, or any other appropriate source as specified by law or regulations; and take whatever actions necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Agreement shall preclude any agency and any Labor organization from negotiating at the election of the agency on:

a. The numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

b. Procedures which Management officials of the Employer will observe in exercising any authority under this Article;
or

c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by such Management officials.

Section 3. Upon notification of changes by higher authority in DoD/DoA personnel policies, practices, procedures, and conditions of employment, the respective forums will take those issues for action.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union is the exclusive representative of all the Employees in the bargaining Unit and is entitled to act for, and negotiate collective bargaining Agreements covering, all Employees in the bargaining Unit. The Union is responsible for representing the interests of all Employees in the bargaining Unit without discrimination and without regard to Labor organization membership.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between the Employer or the Employer's representatives and one or more Employees in the bargaining Unit or their representatives concerning grievances or conditions of employment. The Union's right to be present does not extend to informal discussions between an Employee and a representative of the Employer, or to any meetings involving Management exercising their rights. The Union shall be given the opportunity to be represented at any examination of an Employee in the bargaining Unit by a representative of the Employer in connection with an investigation if the Employee reasonably believes the examination may result in disciplinary action against the Employee and the Employee requests representation.

Section 3. The Employer agrees to recognize the elected officers, duly designated representatives and stewards authorized by the Union. The Union shall supply the Employer, in writing and on a current basis, a list of officers, representatives, the Chief steward and stewards, and the area for which they are designated.

Section 4. The Unit President, Chief Steward, and stewards will be authorized official time not to exceed 8 hours per week, without charge to leave, to perform representational duties relating to complaints, grievances, appeals, or other matters, as authorized in this Agreement, P.L. 95-454, or agency regulations. Additional time can be obtained on a case-by-case basis through coordination with the Human Resources Officer.

The amount of time authorized will be determined by balancing the effective conduct of the activity's business with the rights of Employees to be represented in matters relating to their employment. The appropriate Supervisor will maintain a record of work-time utilized by stewards, officers, and representatives when performing duties described above. Listed below is union spent time, which does not count against representation time:

- a. Meetings between Management and Union Officials.

b. Union participation in joint management/union committees, i.e., Incentive Awards, etc.

c. Contract Negotiations.

d. Union sponsored training.

Section 5. Stewards, officers, and representatives will always obtain approval from their Supervisor, or their designated representative, before leaving the job to perform representational or other Union duties. Information will be furnished the Supervisor as to where the steward, officer, or representative will be located; the name of the Supervisor, if known, in the area where the duties will be performed; and the approximate period of time the steward, officer, or representative will be absent from the job.

Section 6. The Supervisor will grant the steward, officer, or representative permission to leave the job for reasons stated above unless there are compelling reasons to remain on the job. In cases where the Supervisor is unable to release the steward, officer, or representative at the time requested, information as to the time when the Union officer, steward, or representative may leave the job will be furnished.

Section 7. Stewards or officers shall not use their offices for matters outside the scope of this Agreement.

Section 8. Solicitation of membership or dues, and other internal business of the Union, shall be conducted during the non-duty hours of the Employees concerned.

Section 9. The Employer agrees the Union may designate Employee members as representatives elected or appointed to a Union office, or as a delegate to any Union activity. When the absence of the Employee is incident to his/her receiving information, briefing and orientation relating to matters within the scope of Public Law 95-454, and of mutual concern to the Employer and the Employee in his/her capacity as a Union representative, he/she will be granted administrative (excused) leave to the extent authorized by applicable regulations.

Section 10. The Employer agrees a bargaining Unit Employee, elected or selected for a full time AFGE District or National level position, may be granted leave without pay for a period not to exceed one year. After that year, extensions may be granted on a year-to-year basis depending on mission impact. At the end of the AFGE tenure, the bargaining Unit Employee will be returned to a position equivalent to the position held at the time of election or selection by AFGE.

ARTICLE 5

INFORMATION TO THE UNION

Section 1. The Parties agree in all cases, automation tools, which are available to both Parties, may be used in lieu of hard copy correspondence where appropriate.

Section 2. Upon a written request from the Union, the Employer will provide the following:

An alphabetical list of Employees to include name, position title and grade, and organizational assignment and location and business phone.

A listing of employment summary statistics to include: numbers of minority, handicapped, Veterans Readjustment Act and disabled veterans.

Section 3. Oral requests from the Union for information from the Employer shall be responded to with oral replies. All Union requests for provision of written information shall be on Union letterhead paper, signed by the Union President, or designated representative, and the requested material shall be identified specifically. Requests for information may be returned to the Union for clarification. Freedom Of Information Act, Privacy Act, and/or Federal Labor Relations Statute will govern release of information. All disputes regarding denial of information may be processed through the grievance procedure or other appropriate channels.

Section 4. Intra-Management correspondence shall not be released unless said document is known to contain information essential to the proper representation of unit Employees. Such information will be requested, in writing, and submitted to the Human Resources Officer.

Section 5. The Employer will furnish the Union President the following information:

Fifty (50) copies of the Negotiated Agreement, upon publication, and additional copies if required during the contract period.

A statistical survey of disciplinary actions in the bargaining unit consisting of a) violation, b) penalty proposed, and c) adjudication, annually. When, in unique situations, the statistical report is essential to the processing of a grievance, the Employer will provide an updated copy upon written request from the Union.

The Employer will furnish the Union upon written request, one (1) copy of the HQ, AMC CEG-A Affirmative Action Plan. Any subsequent additions, corrections, or updates will also be furnished to the Union.

ARTICLE 6
MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. In exercising the right to make rules and regulations related to personnel policy, procedure and practices, and/or matters involving working conditions, the Employer shall give due regard to the suggestions of the Union and abide by the obligations imposed by this Agreement, and Title VII, Public Law 95-454.

Section 2. Matters appropriate for negotiation between the Parties are issues related to personnel policies and practices and other matters relating to or affecting working conditions of Employees within the Unit. The Employer agrees to negotiate with the Union prior to implementation of any newly formulated, or change to, established personnel policies and practices and other matters involving working conditions of any, or all, Employees within the Unit, proposed by the Employer, during the term of this Agreement as required by law.

Section 3. No side Agreements between the Union and individual Supervisors, or the Employer and individual Union representatives shall be made which either expand or limit the provisions of this Negotiated Agreement. Any Agreements must be made and signed by the Parties respective negotiating committees (i.e. the Parties Chief Negotiators).

ARTICLE 7
PROCEDURES FOR NEGOTIATIONS DURING THE TERM OF
THE AGREEMENT

Section 1. This article establishes procedures for negotiations on matters in accordance with Article 37, Duration and Changes To The Agreement.

Section 2. The Employer's representative will provide the Union with advance written notice of not less than ten (10) workdays of any new, or changes to, locally established regulations, supplements, circulars, pamphlet, etc., to the Union President.

The Human Resources Officer will provide the Union with a copy of any proposed document(s). The Union will initial receipt of the proposal.

The Union will review the proposal and respond to the Employer in one of the following ways:

If the Union wishes additional information or an explanation of the proposed document, the Union will make a written request to the Management representative proposing the change. If, after discussion with the Management representative, the proposal is not acceptable, the Union may submit a written request for negotiations to the Employer's chief negotiator within ten (10) workdays after the discussion ends.

If the Union does not wish additional information or an explanation of the proposal, the Union may request negotiations within the ten (10) workday time frame.

Section 3. The Employer will, to the maximum extent practical, provide the Union with advance oral notice of not less than ten (10) workdays of any new, or changes to, working conditions which are not formally documented.

The discussion shall be held with the Union President, or designated representative. At that meeting, the Employer will identify its proposed changes for the Union. After the discussion, the Parties may determine to meet again in order to provide a clearer understanding of the issues. The Union President may determine to include other Union representatives as is determined necessary to the resolution of the issue.

If there are questions concerning the proposal, which cannot be addressed by the Management official(s) in attendance, the discussion shall be adjourned. The Union, upon request, will

then provide its questions to the Employer's chief negotiator, in writing, to provide Management the opportunity to research and respond to the question(s). After being provided with a response to questions, the Union shall have ten (10) workdays to submit a written request for negotiations, if desired.

Section 4. If the Union desires to negotiate on the change, the Union will provide written notification to the Employer's chief negotiator within ten (10) workdays of the conclusion of the discussion. The Union will provide its written proposals for negotiation of the changes to the Employer's Negotiating Committee within five (5) workdays after notifying the Employer's chief negotiator of its intent to negotiate the issue. Upon receipt of the Union's proposals, the Employer's chief negotiator will schedule a meeting of the Negotiating Committees for the purpose of negotiating the issue.

Section 5. Non-response by the Union within prescribed time frames will be interpreted as acceptance, and the Employer may implement the proposal without further recourse.

Section 6. The negotiating committees at each negotiating session shall consist of not less than two (2), and not more than five (5) members. A quorum will consist of two (2) members of each team minimum. Negotiations shall normally be conducted during duty hours. Time used for negotiations shall be Official Duty Time in accordance with PL 95-454, Title VII, as interpreted by the FLRA.

Section 7. The Parties will formalize their Agreements through memoranda of understanding, or other appropriate documents that will constitute an amendment or supplement to the Agreement and will be binding upon the Parties with the same force and affect as the other provisions of the Agreement. The Employer will not be required to print or distribute a copy of mid-contract Agreements to each Unit Employee, however, one copy of all such signed Agreements will be provided to the Union President, or designated representative, and the Parties will post such Agreements for bargaining Unit Employees, via e-mail.

Section 8. If, following good faith negotiations, either party determines a dispute has developed, that party shall notify the other party in writing. The Parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) within five (5) workdays of the notice of the dispute.

If the services of the FMCS do not result in an Agreement, the Employer may unilaterally implement the proposed change if there is a compelling need to do so. This shall not preclude either party from seeking the services of the Federal Services Impasse Panel (FSIP). (The Parties recognize the services of the FSIP may

require the Employer to add to, amend or delete the implemented change.) The Employer agrees those changes which impact only the unit or section thereof, for which there is no urgency, will not be implemented until any resulting impasses have been resolved.

ARTICLE 8

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Use of all facilities and services provided under this Agreement shall be at the cost of the Employer, unless otherwise stated.

Section 2. The Employer and the Union agree the following facilities and services will be provided at the activity:

A suitably furnished office space will be provided to the Union. The primary need for this space will be for the Union to hold private consultations and meetings with bargaining Unit members during duty hours.

Local exchange phone service for representational purposes will be provided.

A computer will be provided for use in conducting official representational purposes.

The Employer will provide janitorial service and utilities, and the Union agrees to exercise reasonable care in utilizing facilities and property entrusted to it.

Section 3. Official Bulletin Boards

Non-electronic bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. The Employer will furnish written reasons to the Union for any disapproved Union request for bulletin board installation. All Union postings shall be identified as "Official Union Posting" either by content or identifying stamp.

The Union shall maintain its bulletin boards and shall be responsible for all material posted by the Union. This requirement includes Union postings on any electronic media. Concerns of the Employer regarding Union postings will be discussed with the Union president prior to denial of use.

Failure to meet the obligations and responsibilities of this article may result in loss of posting and distribution privileges.

Section 4. The internal mail distribution system of the Employer shall be available for reasonable use by the Union in connection with its representational duties.

Section 5. The Union will be allowed access to the Employer's existing electronic media for use in publication of announcements regarding Union meetings, special Union functions (i.e. social events), federal almanac sales, and etc. No announcements of a derogatory nature towards the Employer will be considered for publication through these systems. The Union will be governed by the same restrictions (i.e. space limitations, availability, time limits, etc.) as those pertaining to other organizations permitted access to or use of these systems.

Section 6. The Union shall be afforded reasonable use of the Employer's copy machines, fax machines, computers, etc. for conducting its business related to its representational duties except as otherwise identified in this Agreement. Such use will not extend to the internal business of the Union.

ARTICLE 9

DUES WITHHOLDING

Section 1. Union dues shall be deducted by the Employer from an Employee's pay each bi-weekly pay period when the following conditions are met:

The Employee has voluntarily authorized such a deduction by executing Standard Form 1187, Request For Payroll Deductions For Labor Organization Dues.

The Employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.

Section "A" of the allotment form has been completed and signed by the President or the Financial Secretary-Treasurer of the Union, and the servicing payroll office has received the form.

Section 2. The Union shall be responsible for ensuring that the allotment form is purchased and made available to eligible members and shall ensure that the Employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 3. Deductions shall begin with the first pay period that commences after receipt of the completed allotment form by the servicing payroll office.

Section 4. The Union will establish the levels of dues deductions and notify the servicing payroll office in writing of the amount of each level. If the amounts of dues are changed by the Union, the Employer will be notified in writing by the Union of the new rates and effective date. The new amount will be withheld effective with the pay period following the pay period during which the servicing payroll office receives the notice, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

The Civilian Pay Section will transmit the amount of dues withheld by check to Local 2298, American Federation of Government Employees, following each bi-weekly pay period.

Section 5. An Employee may initiate action to revoke his/her authorization of Union dues at any time by completing Standard Form 1188. The Standard Form 1188 will be obtained from either the Union Office or the activity's HRO. The servicing payroll office will effect such a revocation the first full pay period following the first anniversary date of an Employee's

authorization of dues withholding, or at the beginning of the first full pay period after 1 September, if the Employee fails to revoke on his/her first anniversary.

Section 6. An Employee's voluntary allotment for the deduction of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

Loss of exclusive recognition by the Union.

Movement of an Employee due to promotion, reassignment, or demotion to a position not included in the Unit.

Separation of an Employee for any reason.

The Employee is suspended or expelled from membership in the Union.

Section 7. The Union agrees to notify the Labor Relations Specialist, in writing, when an Employee with a current authorization for deduction of Union dues is suspended or expelled.

ARTICLE 10

CONTRACTING OUT

Section 1. When the Employer anticipates contracting out work performed by bargaining Unit Employees, the Union will be notified prior to the invitation for bids/request for proposals and at the earliest possible date. The notice will include any available, relevant, and pertinent data and information as requested by the Union. Management will provide updates to information as it becomes available.

Section 2. The decision by the Employer to contract out work presently being performed by bargaining Unit Employees and the procedures used will be made in accordance with OMB Circular A-76 and applicable rules and regulations; however, nothing in this Section is grievable under the Parties' negotiated grievance procedure.

Section 3. If Management exercises its right to contract out, the Employer will strive to minimize the adverse effects on Employees. Such efforts may include retraining, reassignment, restricting recruitment, meeting ceiling limitations through attrition, and terminating limited appointments in accordance with appropriate regulations.

ARTICLE 11

HOURS OF WORK

Section 1. The basic forty (40) hour workweek will consist of either the traditional five (5) consecutive eight (8) hour days, or the "five-four-nine" (5-4-9) alternative work schedule, and will normally be Monday through Friday inclusive.

Section 2. The standard core workday will consist of 6.5 hours between 0800 and 1500 hours with a thirty (30) minute, non-paid lunch period; an 0800 to 1515 with a forty-five minute, non-paid lunch period; or 0800 to 1530 with a sixty (60) minute, non-paid lunch period, at the Employee's option.

Section 3. Any contemplated change in the basic workweek or standard workday will be in accordance with applicable rules and regulations. The Union will be given an opportunity to present their views and recommendations for consideration whenever such a change is contemplated.

Section 4. In effecting any change in the days and/or shift hours of an Employee's basic workweek, the Employer shall give the affected Employee as much notice as practical prior to the start of the administrative workweek. The days and/or shift hours of an Employee's basic workweek shall not be changed for any period of less than one week, except under the circumstances described in applicable regulations.

Section 5. If an Employee is required to work during his regularly scheduled lunch period, the appropriate Supervisor may reschedule the non-paid lunch period to commence generally within the first thirty (30) minutes after the end of the scheduled period. If any Employee is required to forego his lunch period, the Employee will be permitted to eat at the job site without interrupting the work in progress.

If the Employee, due to an unusual work situation, works all of the work-shift, including the non-paid lunch period, the Employee will be compensated for all time worked in excess of eight (8) hours a day or nine (9) hours a day based on employee's normal work schedule.

Section 6. When administrative excusal is authorized because of extreme weather conditions, fires, floods, or other natural phenomena, all Employees who report or are scheduled to report for work, and whose services are not specifically required, will be excused for the remainder of their shift without charge to leave.

Section 7. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for

Employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for Employees for the storage, cleanup, and protection of Government property.

Section 8. The Employer shall schedule Employees' tours of duty not less than seven (7) days in advance, except where it is determined the agency would be seriously handicapped in carrying out its functions, or costs would be substantially increased.

The Commander, or his designated representative, may make exceptions to this requirement when unusual circumstances preclude compliance.

Section 9. No Employee shall be required to perform assigned duties prior to the beginning of the Employee's assigned tour of duty without compensation.

ARTICLE 12

OVERTIME/HOLIDAY WORK

Section 1. The opportunities for overtime assignments shall be distributed fairly and equitably to all equally qualified employees in their particular job classification and work branch. Individual employees will not be forced to work overtime against their expressed desires so long as full requirements can reasonably be met by other qualified employees willing to work. In the event full requirements are not met, management will direct individual employees to work as required.

Section 2. It is understood that when overtime of short duration is required for special projects, work to complete these projects or work already in progress to meet required deadlines or emergencies, the employee or employees involved will normally be given the first opportunity for the overtime assignment. Management may, however, direct any employee to work overtime who Management deems has the necessary technical competence to complete mission requirements in the most efficient manner. Management will not exercise this right solely for the purpose of circumventing the equitable distribution of overtime.

Section 3. Employees who have been directed or have agreed to work overtime in accordance with this Agreement, but fail to report to work at the assigned overtime shift must report within one-half (1/2) hour after the beginning of the shift to their supervisor, stating the reason for their inability to work their assigned overtime shift.

Section 4. Employees called back on unscheduled overtime shall receive a minimum of two (2) hours pay at the overtime rate regardless of the actual time worked.

Section 5. Compensatory time is time off during basic workweek granted to employees in lieu of payment for overtime. Compensatory time is not an absolute employee right for exempt employees and is always subject to Management approval. All employees will receive overtime pay or compensatory time for work performed beyond normal duty hours, which is officially ordered and approved. Such compensation shall be awarded under controlling regulations and/or laws.

Section 6. In all cases, employees will be compensated for work performed in accordance with Law.

ARTICLE 13

LEAVE USAGE

Section 1. Employees will earn leave in accordance with applicable laws and regulations, and leave will be granted in accordance with applicable laws and regulations, and as set forth in this Article.

Employees will comply with all applicable leave requesting procedures, including the guidance for requesting leave in accordance with the Family and Medical Leave Act. Leave will be administered in fifteen (15) minute increments IAW regulations.

Section 2. Sick Leave.

a. Employees shall earn sick leave in accordance with applicable statutes and regulations. The Union recognizes the importance of sick leave and the obligation of the Employees, as well as the advantages to them, to utilize it only when incapacitated for the performance of duty by sickness or injury, or for other reasons, (e.g., Family Friendly Sick Leave) as provided by leave regulations. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave and to support the activity's sick leave program.

b. Sick leave, if accrued, shall be granted to Employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by leave regulations. Employees not reporting for work for reasons as stated above shall furnish notice to the supervisor or designated representative by telephone or other means as soon as possible but normally not later than two (2) hours after the beginning of their scheduled work shift. The supervisor agrees to give consideration to an Employee, who because of special or unique circumstances, is unable to meet these requirements.

c. Employees shall normally be required to furnish a medical certificate to support an application for sick leave in excess of three (3) workdays. In certain cases, the Supervisor may accept a signed statement by the Employee stating the nature of the incapacity, in lieu of a medical certificate.

d. Employees shall not normally be required by the Employer to furnish medical certification to justify a request for approval of sick leave for three consecutive work days, or less, except for the following conditions:

(1) The Employee is currently under a Letter of Requirement to do so, or;

(2) The Employee's explanation of the reasons for the absence is not administratively acceptable to the Employer, or;

(3) The Employee has been directed to work on a holiday, perform overtime, or has had leave disapproved and cannot report as a result of claimed incapacitation for duty as a result of illness or injury.

e. The immediate Supervisor or designee may determine at any time that the requirement to furnish a medical certificate for each absence is no longer necessary, and will so notify the Employee in writing. The requirement to furnish such a certificate will be reviewed by the immediate Supervisor or designee, as a minimum, at the time of the annual performance rating. A determination to continue the restriction will require the approval of the next level of supervision.

f. The Employer agrees when an Employee is sent home sick from work, the Weapons Station Charleston Medical Clinic will provide any necessary medical certificate to substantiate sick leave for that day. In cases where an Employee is required to submit a medical certificate for each absence that is claimed as due to illness, such certificate will be furnished for periods of absence subsequent to the day the Employee is sent home from the activity.

g. Sick leave, if accrued, shall also be granted for medical, dental, or optical examination or treatment or for securing diagnostic examinations or x-rays. Sick leave for these purposes shall be requested as far in advance as possible, and the amount requested will be limited to an amount, which is reasonable for the specified request.

h. Unearned sick leave may be advanced to eligible Employees in cases of serious illness or disability, upon their request, not exceeding thirty (30) days duration in accordance with applicable regulations, provided they furnish reasonable evidence of returning to work on a permanent basis.

i. Employees retiring for reasons of disability may be entitled to use accrued sick leave prior to separation, and the Employee's performance will be considered to be at an acceptable level of competence during this time.

Section 3. Annual Leave.

a. Employee's shall earn annual leave in accordance with applicable laws and regulations. Approval of an Employee's request for annual leave shall normally be granted by the

immediate Supervisor and shall be subject to workload requirements and the Employee giving the Supervisor reasonable advance notice. When workload requirements permit, annual leave will be granted freely for personal reasons. Annual leave will be granted for bona fide emergency purposes, subject to time requirements as described herein.

b. When the Employer finds it necessary to cancel previously approved annual leave or to deny a request for annual leave, the reasons for such action will be furnished to the affected Employee upon request. Special consideration shall be given to Employees that furnish sufficient proof that deposits for accommodations may be lost as a result of the cancellation of the leave, and that deposits were obligated prior to the notice of the cancellation of the leave.

c. In the case of transfer of an Employee from one organizational element to another, previously scheduled annual leave for vacation purposes will be discussed with the new Supervisor, and approved if possible. The Employee is responsible for initiating this discussion and the discussion should take place as soon as possible after transfer.

d. During the months of January and July, the Supervisor will review annual leave balances and advise Employees with excessive unscheduled annual leave balances to schedule excess leave in order to avoid forfeiture or arbitrary scheduling of such leave. The Employer will make every reasonable effort to grant leave that may be forfeited.

e. Upon written request by the Employee and reasonable justification to the Employer, annual leave which will be earned during the balance of the leave year may be advanced to the Employee's leave account. Amount advanced may never exceed that which would be accrued prior to an anticipated retirement or separation.

f. All Supervisors shall make reasonable efforts to ensure that all Employees are given opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared.

g. Any Employee applying for leave on a workday which occurs on a recognized religious holiday associated with the religious faith of the Employee will be granted such leave, provided work requirements permit.

h. An Employee may be granted necessary annual leave, if available, sick leave, or leave without pay to attend the funeral in case of a death in the immediate family. In cases where the

individual is needed to settle the estate, or perform other necessary activities in connection with the death, the granting of additional annual leave or leave without pay will be considered on an individual basis. For purposes of this Section, the immediate family is defined as parents of Employee, parents of husband or wife, spouse, brothers or sisters, and children. It is Management's position that for compassionate reasons, Employees should be allowed to attend the funeral for a member of their immediate family.

i. Both Parties recognize the need to prepare vacation schedules as early in the leave year as possible so that individual leave accounts may be reduced in a fair and equitable manner throughout the leave year. Employees' requests for vacation leave may be granted unless precluded by manpower and workload requirements.

Section 4. Leaves of Absence.

a. Subject to mission and workload requirements, Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations when the absence will serve the best interest of the government.

Granting or denying leave without pay will be at the discretion of the Supervisor, or the appropriate Management official.

b. The Employer recognizes the obligation to provide employment within the grade the Employee held at the time of his/her request for leave or at any changed grade through reduction in force action or reclassification of the position and in the current pay status of such grade at the time the Employee returns to work.

ARTICLE 14

JOB DESCRIPTIONS

Section 1. GENERAL The job description for each position will reflect duties and responsibilities officially assigned and performed by the incumbent. Job descriptions will be prepared in accordance with controlling directives and classified by an individual having classification authority in accordance with Department of Army policy. All job descriptions will include an unnumbered paragraph (perform other duties as assigned). Such duties will include those tasks, which are incidental or temporary in nature and may be reasonably associated with the incumbent's occupation or functional assignment. Each Employee will be furnished a copy of his/her official job description when assigned to a position.

Section 2. RECLASSIFICATION The Union recognizes the right of the Employer to assign work in accordance with law and regulation. In exercising the authority to assign work, the Employer agrees to provide the Union with copies of job descriptions for encumbered positions, which change the following

Grade controlling duties (i.e. increase or decrease)

The Employee's eligibility for inclusion into the bargaining unit.

Conditions of employment (e.g. world-wide mobility requirement, or the performance of recurring travel, and the designation of the position as "emergency essential").

Section 3. PAY EQUITABILITY The Employer agrees it is essential that, in accordance with laws, rules, regulations and guides, all Employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

Section 4. JOB DESCRIPTION ACCURACY Position descriptions will be reviewed annually by the Supervisor at the time the performance appraisal is completed. Questions of fact regarding the accuracy of an Employee's officially assigned job description should be resolved between the Employee and his/her immediate Supervisor. When necessary, the Commander will make a decision involving current and future duties and responsibilities of the position; and his decision will be final.

Section 5. CLASSIFICATION APPEAL Employees may seek the adjustment of the pay category, title, series or grade of their officially assigned position by using any of the channels

described in, and available for, positions classified under the General Schedule, and authorized by AR 690-500.511.6 and FPM 51.

ARTICLE 15
ORIENTATION OF NEW EMPLOYEES

Section 1. The Employer shall inform all new Employees that the Union is the exclusive representative of Employees in the unit. The Employer shall provide each new Employee with a copy of this Agreement, and advise them of their rights under Article 2. The copy of the Agreement shall include an introductory letter, provided by the Union, which introduces the Employee to the Union and its role in the Labor force. The letter will be on Union letterhead and signed by the Union President or designated representative.

Section 2. Each new Employee shall be introduced to an official Union representative at the time he/she is assigned to a work location. If a Union representative is not assigned to where the Employee will be located, the Supervisor shall notify the Union office and arrangements shall be made for the new Employee to be introduced to a Union representative.

ARTICLE 16

PARKING

Section 1. The Employer agrees to maintain the existing parking policy for unit Employees unless higher authority directs a change. In that event the Parties agree to meet and confer on the impact and implementation in accordance with Article 7, Procedures for Negotiations During the Term of the Agreement. Reserved parking spaces will be strictly assigned in accordance with AR 210-4.

Section 2. The Employer will meet and confer with the Union prior to any changes in parking or traffic regulations.

ARTICLE 17

DETAILS AND VOLUNTARY REASSIGNMENTS

Section 1. Definitions.

a. The term "detail" as used in this Article is defined as the temporary assignment of an Employee to a different position or set of duties for a specified period of time where there is no formal position change; officially the Employee continues to hold the position from which detailed and keeps the same status and pay. Excluded from this definition are Employees who continue to carry out the duties of the position to which permanently assigned and who also perform some of the duties of another position for a limited time (e.g., while the other position is vacant or the incumbent is on leave).

b. The term "voluntary reassignment" as used in this Article is defined as a change in position resulting from an Employee request for or with the Employee's consent to such change.

Section 2. The Employer may detail Employees for any legitimate Management purpose. Examples of such purposes include use of details to handle unexpected workload, to fill in during another Employee's absence, or pending position classification or security clearance determination.

Section 3. Supervisors at all levels are responsible for controlling the use and duration of details to assure Employees are utilized for maximum mission accomplishment, and that details are of minimum duration and do not compromise the competitive principles of the merit system or the rights of Employees.

Supervisors and Employees will observe the following procedures with regard to details:

a. No documentation is required to detail an Employee to another job in the same grade and series with no change in major duties.

b. Supervisors are still required to submit request for personnel action (RPA) to document details in excess of thirty (30) calendar days to positions with a different grade and/or series or change in major duties at the same grade and series.

c. Employees may submit an updated resume to update their Official Personnel File (OPF) to reflect any experience gained as a result of any detail or loan/borrow situation.

d. Any Employee detailed with a SF-52 action to a position in excess of thirty (30) calendar days shall be given a job

description if detailed to a classified position or, if detailed to an unclassified position, a written statement of duties.

e. Details shall be rotated in a fair and impartial manner among available Employees in the work Unit based on the following factors: (a) workload requirements, (b) qualifications and skills of Employees in light of the required work to be performed, and (c) volunteers for the detail. When a SF-50 is required for a detail, the Employer will notify the Employee selected for the detail, as far in advance as possible, preferably twenty four (24) hours. In all cases, however, the Employer will notify the Employee selected for the detail as far in advance as possible, and prior to the end of the shift on the preceding day if possible.

Section 4. The Employer agrees to not detail an Employee to a higher graded position rather than temporarily promote solely for the purpose of avoiding paying a higher rate of pay. While it is primarily the responsibility of Management to ensure details are properly documented and monitored, and comply with our Negotiated Agreement, Employees must take personal responsibility to minimize contract violations and the adverse effects of such. Accordingly, the following provisions have been agreed to by Management and Union and will apply in cases involving these allegations.

a. An Employee (or his/her Union official) must notify Management within thirty (30) calendar days when he/she knows or reasonably should have known that he/she is performing higher graded duties without proper documentation.

b. If an Employee (or his/her Union official) complies with the above requirement, the provisions of the Parties' Negotiated Agreement and applicable law will apply to any claim for back pay. If back pay is appropriate under the Negotiated Agreement and applicable law, such back pay will be limited to that amount of entitlement that legally accrues from the date the Employee complies with Section 4a above.

Section 5. Employees seeking voluntary reassignments shall be entitled to prompt and fair consideration of their requests within the constraints of the merit system principles. All details will be in accordance with applicable federal laws and government wide rules and regulations.

ARTICLE 18

SAFETY AND HEALTH

Section 1. The Employer shall make reasonable efforts to ensure a place of employment free from recognized hazards that may cause death or serious physical harm to Employees or serious damage to equipment. The Employer shall make reasonable efforts to comply with Occupational Safety and Health Act (OSHA) standards promulgated under the Act, as amended. The Union agrees that Employees shall comply with OSHA standards, as amended, which are applicable to the Employee's own actions and conduct.

Section 2. The Employer agrees, as a minimum, to furnish access to ambulance service and medical first aid supplies if needed.

Section 3. Subject to appropriate directives/regulations, the Employer will furnish all personal protective clothing and equipment, special tools, etc., which are required to be used.

Section 4. No Employee should be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective safety equipment, and safety devices. No Employee should be required to work in areas where conditions exist which have been determined by proper authority, such as the Safety Officer, to be detrimental to health unless such conditions are an inherent part of the work to be performed and safety precautions have been prescribed and protective measures are being observed. The Employer will take all reasonable precautions to assure that such conditions are removed, remedied, or kept to an absolute minimum.

Employees engaged in work, which is designated hazardous by the appropriate authority, should not be permitted to work alone. If an employee reasonably believes that his/her life or health is in immediate danger, he/she can refuse to perform the assigned duty and seek assistance from the supervisor.

Section 5. Employees who are injured in performance of duty or who contract an occupational disease related to their employment will be advised of benefits available to them under the Federal Employee's Compensation Act of 7 September 1916, as amended. The Compensation Office will assist and advise Employees in execution of necessary forms in support of their claims.

Section 6. The Employer agrees to provide a refrigerator in each work area where a significant number of Employees bring their lunches, when authorized by an appropriate Common Table of Allowances, approved by reviewing authority, and when funds are available. Refrigerators will not be used for commercial

purposes. The Union agrees that Employees using refrigerators will be responsible for cleaning and defrosting them. Violation of either of these may be basis for removing refrigerators.

Section 7. The Employer agrees to assist in arranging transportation home for Employees who become ill after reporting for work and has been dismissed by the medical personnel.

Section 8. When a Federal or Agency Safety Inspector(s) makes a scheduled visit to the installation, the Employer's OSHA official shall advise the Union of the visit and the approved number of Union members that may accompany them on the tour.

Section 9. The Union and Management will work closely in regards to OSHA compliance. The Union agrees to make an effort to resolve safety and health problem(s), which are brought to its attention at the lowest Management level. If this effort is not productive, the Union agrees to meet with the Employer's designated OSHA official to resolve safety and health problems prior to elevating the problem(s) to higher command, the Occupational Safety and Health Administration, and/or Congressional/Senatorial channels, etc.

Section 10. The Employer agrees to follow applicable regulatory guidance concerning medical examinations to determine an Employee's fitness for duty.

Section 11. The Employer agrees to encourage the physical well being of its Employees by publicizing the benefits of good health habits. The Employer will publicize the facilities available for improving health and physical well being of activity Employees.

ARTICLE 19

TRAVEL

Section 1. The Employer agrees not to schedule travel in other than normal duty hours unless such travel is dictated by mission requirements and good Management practices. If a Supervisor schedules an Employee to travel, in other than normal duty hours, under circumstances for which compensation cannot be given, he/she shall, upon the Employee's request, furnish the Employee the reasons for necessity of such a schedule.

Section 2. The Parties agree to adhere to the Joint Travel Regulation (JTR).

Section 3. Travel vouchers will be submitted in accordance with guidelines established by regulations.

ARTICLE 20

CIVIC RESPONSIBILITY

Section 1. It is the civic responsibility of all Employees to respond to calls for jury and other court services. Employees summoned for jury duty, or to appear as a witness in court proceedings, will be granted court leave, annual leave, or leave without pay as dictated by appropriate regulations. When an Employee is called for court services the Employee shall promptly notify the Employer so that arrangements may be made for his/her absence. Upon completion of the service the Employee shall present to the Employer satisfactory evidence of the time served on such duty. Any fees other than expenses received from the court shall be delivered to the Employer in accordance with appropriate regulations.

Section 2. Eligible Employees may be granted time off at no charge to leave to the extent authorized by appropriate regulations for participation in military funerals, civil defense activities, draft registration, and time spent for undergoing a physical examination to determine eligibility for enlistment or induction in the Armed Forces or enlistment in the National Guard or Military Reserves. Eligible Employees may be granted a maximum of forty (40) hours excused leave in the leave year to participate in authorized emergency searches, rescue, or protective work. Additional time shall be granted in instances of catastrophic disasters, such as tornadoes, hurricanes, earthquakes, and etc., if work schedules permit. The Employee must submit satisfactory evidence of requirement.

Section 3. In regard to excused absence for voting, as a general rule, Employees may be excused three (3) hours prior to the close of the polls at the Employee's voting place. Where, because of special circumstances, the general rule stated above does not permit sufficient time for voting, the Employee may be excused for the additional time necessary, but not more than one (1) workday.

Section 4. For Employees who vote in jurisdictions, which require registration in person, excused time to register may be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one (1) day, round trip travel distance of the Employee's place of residence.

Section 5. An Employee who volunteers as a blood donor, without compensation, to the American Red Cross Blood Drives, on authorized visits to the Naval Weapon Station Charleston, may be

granted excused leave for the actual duty time required to travel from the worksite to the donation site, to donate blood, and for recuperation which will begin immediately following blood donation for a period not to exceed four (4) hours.

On each visit or blood drive, donations will be taken on an activity-wide basis. The number of Employees who volunteer as donors may not exceed, on any given visit, fifty (50) percent of a work Unit's active personnel strength. No Employee shall be granted excused leave to participate as a donor (whole blood) any more than four (4) times during a twelve (12) month period.

No excused leave will be granted to Employees for donation and recuperation time that falls outside their assigned tour of duty.

In an emergency situation, Employees may be granted excused leave to make emergency blood donations at a hospital or other blood bank, on an individual case basis, after verification by the Employer that an actual emergency exists.

To be eligible to donate blood under these provisions, an Employee must be at work in a duty status, and is not permitted to accept payment for these services while on excused leave.

Other than as provided for elsewhere in this article, excused leave will not be provided Employees who donate blood under any other circumstances.

ARTICLE 21

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The objectives of the Employee Assistance Program are (1) Prevent substance abuse and mental illness, (2) Identify substance abuse and mentally troubled Employees or Employees with potential for such problems, and (3) Restore Employees to effective duty.

Section 2. The Employer and the Union agree to support and promote an Employee Assistance Program (EAP) for individuals who have problems associated with alcohol, drug, marital, family, legal, financial, stress, attendance, and other personal concerns, which may adversely affect job performance.

The Employer and the Union recognize that the programs are designed to deal with problems at an early stage where the situation is more likely to be correctable.

Section 3. The Employer and the Union agree to adhere to the confidentiality requirements as prescribed by law and regulation. The Employer and the Union agree that Employees receiving assistance through the EAP should not be subject to harassment, ridicule, or unfair treatment by the Employer and co-Employees because of their seeking help for their problem.

To this end, the Employer and the Union agree to encourage understanding of the program among non-participants.

Section 4. The Employer shall administer an Employee Assistance Program and be responsible for training and orientation of Supervisors, Union officials, and Employees; maintaining liaison with community agencies, hospitals and civic groups regarding drug and alcohol abuse; and providing counseling services for Employees; and a council, where the Union shall be represented to advise, review and recommend policy concerning the program.

Section 5. The Employer shall post its written policy on the EAP on all official bulletin boards, and maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems. All Parties agree no stigma shall be associated with Employees participating in the program.

Section 6. Employees will be permitted to attend appropriate counseling without charge to leave at an appropriate counseling facility with advance approval from the Employee's Supervisor. Attendance at outpatient or in-patient treatment will be in accordance with appropriate regulations and procedures.

Section 7. When an Employee's problem interferes with the efficient and proper performance of his/her duties, reduces

his/her dependability, or reflects discredit upon the Employer, Supervisors should either advise or encourage troubled Employees to seek help through the EAP before considering disciplinary or other corrective action.

Section 8. The Employee, Employer, Union, or other Employees, may refer an Employee to the program. Individual Employee participation in the program shall be voluntary. A Manager/Supervisor who suspects an Employee is under the influence of alcohol or drugs, which in the opinion of the manager/Supervisor could impair the performance of the Employee or fellow Employees, may direct the Employee to report to a Medical Health facility for evaluation or request an on site visit by an EAP counselor. In the event the Employer determines the Employee is not fit for the safe and efficient performance of official duties, based upon medical evaluation, the Employee will be removed from official duty status and for the remainder of the Employee's work shift will be carried in an appropriate leave status. Employees who report for duty under the influence of an intoxicant may be subject to an appropriate disciplinary action in accordance with local regulations.

Section 9. Employees under an initial proposal of disciplinary or adverse action shall be afforded the opportunity to participate in the EAP. In accordance with AR 600-85, a participant in the EAP may request disciplinary action be held pending successful program completion. Successful completion of the program will be considered in any proposed disciplinary action.

Section 10. Employees have the right to the representative of their choice in the initial consultation meetings with the EAP counselors, provided the Employee signs a consent of disclosure form. The EAP counselor, with written consent of the Employee, may approve representatives at subsequent therapy sessions. The EAP shall be designed so an Employee's success can be realistically achieved. Every reasonable effort to rehabilitate the affected Employee will be made.

Section 11. Initial consultation meetings and further meetings with an EAP counselor shall be on official duty time, if the Employee is otherwise in a duty status. Employees in a duty status must obtain approval from the Supervisor prior to any absence from the work site. Supervisors may require the Employee to provide documentation, to include the counselor's name/signature and times of arrival and departure, for any use of official duty time.

Section 12. Nothing in this Article, however, prevents the Employer from taking appropriate administrative action for misconduct or performance deficiencies.

ARTICLE 22
EQUAL EMPLOYMENT OPPORTUNITY

It is the firm, positive, and continuing policy of the Employer and the Union that all persons are assured equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex, age, national origin, or physical or mental handicap is prohibited. The Union recognizes its responsibility for making constructive contributions to the national goal of equality of opportunity as expressed in Executive Order 11478, Title VIII of the Americans with Disabilities Act of 1967, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, the Civil Service Reform Act of 1978 (P.L. 95-454), and other applicable laws.

ARTICLE 23

PERFORMANCE EVALUATION

Section 1. Bargaining Unit Employees will be rated in accordance with the Performance Evaluation System, and consistent with Army Regulation 690-400, Chapter 4302.

Section 2. In applying this regulation, the following policies will be taken into consideration:

a. The purpose of this article is to provide a system for evaluating Employees' performance based on objective criteria related to the Employee's position while enhancing the efficiency of agency operations by motivating Employees to perform their jobs effectively.

b. The Performance Evaluation System and the parts that make up the system as applied to the bargaining Unit Employees will permit the accurate evaluation of job performance on the basis of objective criteria and will be fair, reasonable, equitable, and job-related.

c. The results of performance appraisals will be used as a basis for other Personnel Management actions including training, promotions, rewards, reassignments, reductions-in-grade, retaining and removing Employees.

d. When rating Employees, or otherwise applying performance objectives, the Employer shall consider factors which affect performance that are beyond the control of the Employee.

e. Informal discussions are a standard part of supervision and should occur throughout the assessment period. The Supervisor or the Employee may initiate discussions. Discussions may be held one-on-one or between a Supervisor and a work group. Discussions should be a candid, forthright dialogue between the Supervisor and the Employee(s) aimed at improving the work process or product. Discussions will provide the Employee the opportunity to seek further guidance and understanding of his or her work performance.

Section 3. In addition to the procedures set forth in Army Regulation 690-400, Chapter 4302, the following procedures will apply:

a. Rating periods for Bargaining Unit Employees will be established in accordance with applicable rules and regulations.

b. Every Bargaining Unit Employee will receive orientation(s) regarding his or her job functions and responsibilities.

(1) The orientation briefing will be provided by the Employee's Supervisor and will be an oral discussion to explain, clarify, and communicate the Employee's job responsibilities so there is a clear and common understanding of the duties and responsibilities contained in the Employee's position description.

(2) At a minimum, each Employee will receive an orientation briefing annually, at the beginning of the assessment period or upon entering on duty. The Supervisor will assure that the Employee has an up-to-date position description and will initiate dialogue with the Employee to discuss the Employee's duties and responsibilities in relation to the AMC CEG-A's mission.

(3) Subsequent orientation sessions should be held when there is a change in the work situation, such as: a change in the Supervisor of record, when detailed, a change in the component's goals or objectives, a change in assignments, a change in work process or product of the component, a change in the composition of the work team, or when an Employee returns from an extended absence of ninety (90) days or more.

c. In applying the "Values" portion of the Performance Evaluation System, the Parties understand and agree that Employees are to be evaluated only on job-related criteria and that the focus should be on the commitment to work-related values. Values do not replace performance nor are they formal elements of performance. Raters must avoid misusing this provision. Examples of misuse are questioning the loyalty of a ratee who filed a complaint, criticizing the dedication of a ratee who could not work overtime for personal reasons, or documenting behavioral problems that could be corrected through procedures for misconduct. The intent of this Section is to allow the rater to document positive aspects of the ratee's contributions that do not necessarily result in work output.

Section 4. Either Party may suggest improvements, modifications, or substitutions to the existing Performance Evaluation System, and the Parties will seriously consider alternative means of accurately evaluating Employee performance. No change shall be effective, however, until both Parties agree, in writing, to modify this Article.

ARTICLE 24

REDUCTION IN FORCE

Section 1. The Employer agrees to notify the Union in advance of manpower space/position reductions, or Reduction-In-Force (RIF) actions. In the case of RIF actions, the Employer will give the Union 120 days notice of their intent to conduct a RIF. The Union may designate a representative to participate as a member of the RIF Team. At conclusion of the RIF Team's planning actions, impacted employees will be given 120 days notice prior to the actual effective date of the RIF action.

Section 2. It is agreed the Employer will provide information and assistance for outside employment for Employees who are separated by RIF. An Employee whose separation or assignment to a lower grade position is proposed has a right to review all of the records pertaining to the action, and to see a copy of the Army and Office of Personnel Management regulations pertaining to RIF. This includes the retention register for the competitive level concerned and those for other positions for which the Employee feels qualified, down to and including those in the same or equivalent grade of the position, if any, which constitutes the best offer; or, if separation is proposed, all positions equal to and below the grade of the Employee's current position.

Section 3. The name of any career or career-conditional Employee who is separated by RIF actions shall be placed on the Reemployment Priority List, unless the Employee desires otherwise. Any Employee who notified the Employer at the time of separation that temporary employment would be accepted will be considered for the same position on a temporary basis. Acceptance of a temporary position by an Employee on the Reemployment Priority List will not affect status on the list for eligibility for reemployment in a permanent position, as long as the position is in the same commuting area.

ARTICLE 25

UPWARD MOBILITY

Section 1. GENERAL The Employer will maintain a Upward Mobility Program(s) in consonance with the following: Upward Mobility is a systematic Management effort that focuses personnel policy and practice on the development and implementation of specific career opportunities for lower graded Employees who are in positions or occupational series which do not enable them to realize their full career potential.

Section 2. PROGRAM PROVISIONS

Provide developmental opportunities to lower graded Employees (usually for GS-09 or below).

The program shall place special focus on persons at lower grade levels who are in positions or occupational series, which do not enable them to realize their full work potential.

Upward Mobility opportunity will be made available on a non-discriminatory basis.

The program will use a systemic, structured approach consistent with applicable regulations.

The program shall make maximum use of skills and the potential of Employees currently in the activity's workforce. It is not a new-hire program, does not guarantee anything except an opportunity, and will not be limited to any one occupational areas.

The program shall provide for career development counseling, which will provide assistance to Employees in making decisions about their careers based on current information.

The following will not be considered a part of the Upward Mobility Program: 1) Career Intern Program, 2) Cooperative Education Program, 3) Student Employment Program, 4) Training for normal staff development or to improve performance in an Employee's assigned job, or 5) Outside Recruitment Program.

Section 3. UPWARD MOBILITY COORDINATOR The Employer may designate an Upward Mobility Coordinator who would serve as a central point of coordination, and participate in planning and implementing the program.

ARTICLE 26

INCENTIVE AWARDS

Section 1. Union support of the Army Incentive Awards Program is encouraged. The Commander and management officials will confer, consult, and negotiate with the Union on implementation and operations of the Incentive Awards Program.

Section 2. The Employer will support an Incentive Awards Program for the purpose of recognizing excellence and motivating employees to achieve higher levels of performance. Whenever possible, employees will be recognized at group ceremonies.

Section 3. The Incentive Awards Program will be administered by the Commander and management officials on the basis of merit, without regard to age, race, color, religion, sex, national origin, marital status, or physical or mental handicap. The Commander will ensure that every deserving employee of the Command receives consideration for monetary or honorary awards. Awards are not mandatory, but may be initiated at management's discretion when applicable criteria are met.

Section 4. Most awards will be initiated by the employee's supervisor based on performance. These awards, and their performance criteria, are identified in AR 672-20. The Employer will establish an Incentive Awards Committee to review nominations that are competitive and involve the evaluation of accomplishments of several individuals or groups. The committee will have balanced representation within the organization, comprised of individuals who are objective, demonstrate sound judgment, and enjoy the confidence of the workforce.

Section 5. Any Incentive Awards Committee/s shall include one Union representative. The Union will submit two names to the Commander, one as a primary representative, and the other as an alternate. The Union representative will be a voting member of the Committee. All members of the Committee will ensure the integrity of the Committee's objectives is maintained at the highest possible standard.

ARTICLE 27

POSITION CLASSIFICATION AND JOB EVALUATION

Section 1. Any Employee who believes his/her position is improperly classified (title, series, grade, or pay category) will present the complaint orally to the Supervisor for information as to the basis for the evaluation of the position. The Supervisor will explain the basis for the evaluation of the job with assistance from Position Management and Classification. If the Employee is satisfied, no further action will be taken.

Section 2. If the Employee is not satisfied, the Employee may initiate a position classification complaint/appeal for review of the title, series, grade, or pay category. The Supervisor will advise the Employee of position classification complaint and appeal channels that are available as prescribed by position classification appeal regulations and procedures. The Employee has a right to choose a representative of his/her own choosing, other than a member of the Civilian Personnel Operations Center (CPOC) staff, in preparing and presenting position classification complaints and appeals. Employees retain the right to appeal position classifications without fear of restraint, prejudice, or reprisal.

Section 3. It is agreed Supervisors will inform Employees of any final determination to downgrade or upgrade positions, as a result of classification action. The Employer will advise the Union of any changes to lower grade or reclassification of job levels prior to effective date of such changes. When any change in job description, requirements, or grade level will result in a personnel action effecting the downgrading of an Employee in the bargaining Unit, such personnel action will not be effected without thirty (30) calendar days written notice to the Employee stating in full the reason for the action.

Section 4. The Employer agrees to send to the Union draft classification standards, which are referred by higher headquarters to the Employer for comment. The Union may provide comments if it desires to do so.

Section 5. The Union will be informed when new or revised standards are to be applied to classes of positions within the Unit.

Section 6. Each Employee shall be furnished a current accurate copy of his/her job description. The Employer will continue to conduct scheduled maintenance reviews of position structures and evaluations. The Employee may, at reasonable times, discuss with his/her Supervisor his/her job description or job requirements.

ARTICLE 28

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer will maintain a program of training and development in accordance with the Government Employees Training Act and applicable regulations. Administration of the Training and Development Program is a right and duty of Management. Union and Management will work together to develop necessary training programs to accomplish assigned missions.

Section 2. The Employer and the Union mutually agree that each Employee is basically responsible for his or her own development. The Employer agrees that Management will exert reasonable effort to provide assistance to each Employee when the need for training is related to officially assigned duties, or to duties, which are formally planned to be assigned. Training which is directly related and is required for job performance will be on Employer's time and at Employer's expense. The Union, in turn, agrees to exert reasonable effort to encourage Employees to accept and take full advantage of training opportunities.

Section 3. The Supervisor and the Employee will jointly identify training and developmental needs for assuring improvement, or maintaining current, the Employee's performance of official duties.

Section 4. In the nomination and selection of Employees for training, each Supervisor must ensure there is no discrimination due to race, color, religion, sex, national origin, age, or handicapping condition.

Section 5. Employees may apply for training he/she believes will enhance job performance knowledge, skills or abilities. Employees will be given every consideration in his/her requests to attend training, meetings, conferences, or seminars.

Section 6. The Employer and the Union recognize the importance of further education and will make every effort possible to support an Employee pursuing job related educational opportunities.

Section 7. To ensure an equitable selection process is used when more than one Employee is interested in the same course, and workload will not permit all to attend, selection will be made according to management's determinations as to training needs and if all employees are in equal need of training, the training will be assigned using service computation dates and will be consistent with Merit Systems Principles specified in 5 U.S.C. 2301(b)(1) and (2).

Section 8. When an Employee has become physically or mentally incapacitated, can no longer perform in their former position and has been placed in a new position under the program for the Employment of the Handicapped, and/or is placed in a light duty status, the Employer will review the Employee's abilities and skills.

ARTICLE 29

MERIT STAFFING PROGRAM

Section 1. It is understood and agreed by the Employer and the Union that the Employer will affect all promotion actions within the Unit provided by the established Merit Staffing Program in accordance with the applicable federal laws, and government wide rules and regulations. It is further understood that programs and policies will be fairly applied to ensure all Employees receive fair consideration for advancement and developmental opportunities.

Section 2. If any vacant Unit position is required by law or regulation to be filled through methods other than the competitive procedures in this article (including, for example, mandatory placement through the DoD Priority Placement Program, Dependent Spouse Employee Preference Act, priority consideration resulting from an award by an appropriate third party, such as, EEO or MSPB, etc.), the Union representative or an Employee may contact the Civilian Personnel Advisory Center (CPAC) regarding the selection procedures.

Section 3. The Employer, through cooperation with the Union, will strive to utilize the skills and potential of the Employees by reviewing vacant jobs for possible redesigning to accommodate such efforts as the Upward Mobility and other training programs.

Section 4. Nothing in this article shall prevent the promotion of an Employee as exception to the Merit Staffing Plan under circumstances described by law, rules and regulations applicable to merit promotion. Included, but not restricted to in these exceptions, are re-promotions and approved training and career development programs.

Section 5. Eligible candidates who have applied for promotion and whose names appear on a promotion register will be assigned a rating of at least "Qualified" based on skills, experience and ability. In making a selection from a merit promotion register, the selecting Supervisor will make a selection in accordance with applicable rules and regulations. The selecting official agrees to discuss with an Employee, upon his/her request, the reason(s) for his/her non-selection.

Section 6. It is agreed the Employer will utilize to the maximum extent possible the skills and abilities of its Employees. The Employer retains the right to use any lawful means of filling vacant positions including merit promotion, external recruiting

from OPM, or any appropriate non-competitive authority (e.g. handicapped employment program, veterans' appointment authority, reinstatement, reassignment, transfer, change-to-lower grade, etc.). For non-career program vacancies, the AMC CEG-A Management will consider limiting the area of consideration to AMC CEG-A employees only.

Section 7. Employees downgraded without personal cause and not at his/her request, while serving a career or career conditional appointment, may be promoted without competition to a position no higher than the grade from which down graded. Employees downgraded under these conditions will be automatically referred for non-competitive consideration for promotion to a position at his/her former grade or any intervening grade, for which he/she has demonstrated well-qualified performance, before a competitive certificate is issued and before candidates not entitled to consideration under priority placement are referred.

When a selection official considers an Employee entitled to special consideration for re-promotion under this section, and then the Employee is certified to the official as one of the best qualified under competitive promotion procedures for the same position, the selection official must state his/her reason(s) for the record, if the official does not select the Employee.

Section 8. Internal vacancy announcements will be distributed to the workforce.

Section 9. Matters of Employee dissatisfaction concerning basic eligibility and rating determinations will be addressed under the following review procedure:

a. Within five (5) calendar days following receipt of information concerning eligibility or rating, the Employee may file a written request for a telephonic meeting with the CPOC specialist to resolve the dissatisfaction and notification of dissatisfaction will be made to the Human Resources Officer.

Such telephonic meeting will occur within five (5) workdays of the receipt of the request by CPOC. If an error is found, prompt and appropriate corrective action will be taken. When possible, provided it will not cause an unusual delay (in excess of five (5) workdays) in the selection process, the selection process will not be completed until actions within this paragraph are finalized.

b. The only matters not a basis for a formal complaint are: (1) Failure to be selected for promotion when proper procedures were used (i.e. non-selection from a group of properly ranked and certified candidates), and (2) An action required to be taken by

the Employer under provisions of statutes or instructions of the OPM.

Section 10. When a grievance is filed concerning Merit Promotion, the Union President or his/her designated representative may have access to the records of competing Employees. The Employer will "sanitize" the records to conform to requirements of the Privacy Act and Freedom Of Information Act.

ARTICLE 30

LABOR/MANAGEMENT FORUM

Section 1. GENERAL The Employer agrees that "partnership" is a valuable and necessary tool to enhance the relationship between Employees and managers. "Partnership" is not limited to the activities of a formal Labor/Management Forum, but is the fundamental principle of daily business in AMC CEG-A.

Section 2. LABOR/MANAGEMENT FORUM

The agency shall maintain a Labor/Management Forum (LMF) until or unless one or both Parties mutually agree to dissolve the forum.

The Commander, AMC CEG-A, will charter the LMF.

The LMR membership will consist of an equal number of Union unit members, representing "Labor", and managers, representing "Management."

The LMF will establish its own operating policies, procedures, and ground rules, including the selection of members.

The LMF has authority to deal with any AMC CEG-A Labor/Management issue, subject to the specific provisions provided for elsewhere in this Agreement.

Section 3. LMF AND NEGOTIATING COMMITTEES

Both the LMF and the Negotiating Committee are necessary for conducting effective Labor/Management relations in AMC CEG-A.

Restrictions on the LMF are: 1) The LMF will not negotiate new contracts/Labor Agreements. Authority for negotiating new Agreements rests with the Negotiating Committee.

The LMF will not participate in any grievances, either individual grievances, or Union grievances, against Management.

ARTICLE 31

TELEWORK

Section 1. GENERAL Consistent with law, regulation and policy, the Employer will establish a "telework" (work at home) program.

Section 2. The Employer will consider use of the program at the request of an individual Employee, for reasons such as:

Accommodation of a handicap

Accommodation of a long term illness

Accommodation of an illness in which absence from work will last more than thirty (30) days, and for which there is a definite prognosis for a return to work by a specific date.

Accommodation of other issues, which would be appropriate for approval under the provisions of the Family Friendly and Family Medical Leave Acts.

Section 3. In the event the Supervisor receives a request from an Employee to implement the requirements of this article, and the Supervisor approves such request, the Employee may notify the Union president of the approved request. The Supervisor will then work with the Employee and the Union, if the employee requests, on the specific procedures and rules the Employee must follow prior to, during, and upon return, from the work at home time period. Although situation specific, such considerations will include the dates of the work at home period, reporting requirements, medical documentation, use of Government furnished equipment, if any, work-loading and evaluation of performance, periodic office attendance including travel requirements, performance standards while working at home, Supervisory controls, and etc.

ARTICLE 32
QUALITY OF WORKPLACE LIFE

Section 1. The Employer agrees that Employees should, in all cases, be treated with respect and dignity. In the interest of providing a working environment with opportunities for learning and to promote all aspects of Labor/Management harmony, the Employer agrees to establish a joint, Union/Management committee to explore options to increase the quality of workplace life.

This joint committee will report to the LMF.

Section 2. The joint committee may recommend improvements in areas such as, resource rooms, on-site education classes, fitness programs, on and off duty activities, and etc.

Section 3. The joint committee is not intended to replace the Negotiating Committee, or the LMF and, as such, is only authorized to make recommendations.

ARTICLE 33

DISCIPLINARY ACTIONS

Section 1. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through effective Employee-Management relations.

Section 2. Employees will not be disciplined except for such cause as will promote the efficiency of the service. Prior to making a determination as to whether or not a disciplinary action, adverse action, or letter of reprimand is indicated or warranted, the Supervisor or designee shall undertake preliminary investigation and discussions with the Employees concerned. An Employee in the bargaining Unit is entitled to Union representation if requested at all subsequent investigations or discussions at which the Employee is in attendance, concerning possible actions against the Employee or at all conferences or discussions with the Employee concerning contemplated adverse actions, disciplinary actions, or letters of reprimand.

Section 3. Disciplinary actions will be initiated only after an investigation has been completed and the facts revealed by this investigation indicate disciplinary action is necessary for correcting the Employee and in maintaining discipline and morale. Disciplinary actions will be initiated in a timely manner after the offense is committed or becomes known to the Agency.

Section 4. The Employer agrees that discipline will be administered in a fair and impartial manner, and that no Employee will be discharged or otherwise disciplined except as provided by laws and regulations.

Section 5. When an Employee is officially notified of proposed disciplinary action, he/she will be informed of the right to reply orally and/or in writing, and of the right to be represented by the Union. The Employee will be advised specifically as to the details of the offense for which charged, so as to permit understanding of the charge.

Section 6. It is agreed that Temporary and Probationary Employees will not normally be issued formal disciplinary action, since the nature of their employment status provides that they may be terminated for unsatisfactory performance or conduct.

Disciplinary actions short of removal or discharge may be appropriate depending on the severity of the offense and the surrounding circumstances.

Section 7. The Parties agree alcohol and drug abuse have a detrimental effect on the mission, and the Parties agree that distribution or use of drugs on the installation warrants the severest penalty. Employees who commit misconduct or whose performance is caused by alcohol addiction will be referred to the EAP, and disciplinary action will be based solely on the poor performance or misconduct. An Employee's Agreement to enroll in EAP and to continue with the prescribed treatment program will be considered by the deciding official in imposing the appropriate penalty. When an Employee's conduct or behavior is such that it is suspected the Employee is under the influence of alcohol or drugs, the Employee will be directed to submit to an appropriate test.

Section 8. The Employee will be permitted to review his/her Employee folder at reasonable times upon request to the supervisor.

ARTICLE 34

ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution (ADR) is an inclusive term used to describe a variety of joint problem-solving processes that present options in lieu of adjudicative or adversarial methods of resolving conflict.

ADR encourages the consideration of creative solutions to disputes that are unavailable in traditional dispute resolution forums. It encourages communication between the parties, and focuses on the parties' real interests, rather than on their positions or demands, enabling them to address the real concerns underlying the conflict.

The Parties agree that the AMC CEG-A ADR Program should be considered by the parties as an effective means of resolving, reducing, and possibly eliminating workplace disputes.

ADR techniques available include, but are not limited to:

- a. Alternative Discipline
- b. Binding Arbitration
- c. Conciliation
- d. Dispute Panels
- e. Facilitation
- f. Fact-finding
- g. Interest Based Problem Solving
- h. Mediation

ARTICLE 35

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method of settlement of grievances filed by bargaining Unit Employee(s), the Union, or the Employer.

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:
(1) The effect or interpretation or a claim of breach of a collective bargaining Agreement or (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Except it shall not include a grievance concerning:

Any claimed violation relating to prohibited political activities.

Retirement, life insurance, or health insurance.

A suspension or removal for National Security reasons.

Any examination, certification, or appointment.

The classification of any position, which does not result in the reduction in grade or pay of an Employee.

Non-selection for promotion from a group of properly ranked and certified candidates.

Any complaints relating to the award or non-award of benefits under the Federal Employee Compensation Program.

Separation actions of any kind. This includes the separation of an Employee during probationary period, during trial period, while serving on a temporary appointment, while serving a term appointment, or while serving as an annuitant.

Non-adoption of a suggestion or disapproval of a

quality salary increase, performance award, or other kind of discretionary awards.

A proposed notice of an action, which, if effected, would be covered under the grievance procedure or otherwise excluded under this Article.

Preliminary warnings except when such preliminary warnings may be grieved when being utilized by the Employer to substantiate disciplinary action.

Section 3. The Employer and the Union recognize and endorse the importance of resolving grievances as expeditiously as possible, using procedures hereinafter outlined, and at the lowest possible levels of both the Employer and the Union.

Section 4. An Employee is assured the right to present grievances in his/her own behalf and without representation. However, the Union is assured the right to be present during the formal grievance proceeding of such grievance cases.

Section 5. The Union is assured the right to present grievances in its own behalf, or in behalf of any Employee in the Unit upon request by such Employee.

Section 6. Grievability and Arbitrability.

Disputes as to whether a matter is grievable or arbitral shall be referred to arbitration for a determination. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 7. Grievance Steps.

Step 1. Any grievance shall first be taken up orally by the concerned Employee or Union representative with the immediate Supervisor in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date the Employee or Union first became aware of the grievance. The Union representative must be present if the Employee so desires. However, if an Employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Local may have an observer present. The immediate Supervisor shall make any necessary investigation and shall state his/her decision orally within five (5) workdays of the discussion.

Step 2. If the grievance is not settled at Step 1, the Employee or the Union may, within five (5) working days, submit the matter in writing to the appropriate Second Step Official.

Where the Division Chief was the first step official, the Second Step Official is the CEA, who shall have ten (10) working days in which to render a decision.

Where the Branch Chief was the first step official, the Second Step Official is the Division Chief, who shall have five (5) working days in which to render a decision.

The issues must be clearly identified. The Second Step Official will meet with the Union representative, the Employee, and witnesses within five (5) working days after receipt of the grievance.

A written answer to the grievance will be provided to the steward.

Step 3. If the grievance is not settled at Step 2 and if the Second Step Official is a Division Chief, the Employee or the Union representative may, within five (5) working days of the second step decision, forward the grievance to the CEA for further consideration. A written decision will be rendered and signed by the CEA within ten (10) working days.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration. All time limits in this article may be extended by mutual consent.

Section 8. An aggrieved Employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

Section 9. Failure on the part of the Employer to respond in compliance with the prescribed time limits will permit the Employee or the Union to proceed to the next step, and may form the basis for a written grievance. Failure of the Employee or the representative to observe the time limits provided for herein shall constitute a basis for denial of the grievance by the Employer. All time limits in this article may be extended by mutual consent. Such consent shall not be unreasonably withheld from either party and request for extension by either party will be for a reasonable period of time.

Section 10. The Employer will maintain a grievance file for each case that goes beyond Step 1. The file will contain the written complaint, findings, or findings and recommendations, documentary evidence considered in resolving the grievance, and the written decision rendered. The completed case file shall be forwarded to the activity's HRO for filing upon completion.

Section 11. At any step of the grievance procedure, both Parties shall have the right to call relevant witnesses. Employees called to be witnesses shall suffer no loss of pay or leave for

the time spent in attendance at such hearings. Obtaining relevant witnesses who are not Employees of the activity will be the responsibility and at the expense of the party calling such witnesses.

Section 12. The Employer and the Union agree in the case of a grievance involving a group of Employees who have identical grievances, and subject to the consent of the Employees involved, that one Employee's grievance shall be selected by the Union for processing and all decisions for that one grievance will be binding on the other grievances.

Section 13. At any formal step of this procedure, the Employer shall, upon request, produce payroll and other pertinent records for the purpose of substantiating the contentions or claims of the Parties insofar as permissible without violating Government regulations.

Section 14. A grievance may be returned to the Employee when the issues and corrective action desired are not clearly defined. A grievance so returned may be resubmitted within five (5) workdays after receipt provided the specific nature of the grievance and the corrective action desired has been properly identified.

Section 15. If an Employee who has filed a grievance resigns, dies, or is separated for any reason other than a related removal before decision is reached on a grievance being processed and no question of pay is involved, action will be stopped and all Parties will be notified that, because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

Section 16. This article is designed to provide an ethical, orderly, and suitable means for resolving Employee and Union complaints and grievances. Accordingly, the Union agrees that, when representing members of the bargaining Unit, it will not take a complaint or grievance off the installation before an appropriate Management official has been given an opportunity to resolve the problem.

Section 17. Employees, or the Union, may raise a grievance that also involves a possible violation of Section 7116 of Title VII of the Act. In such cases the aggrieved party may elect to grieve under the procedures herein, or elect to file an Unfair Labor Practice complaint, but not both.

ARTICLE 36

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance arising under Article 23, such grievance shall, upon written notice by the party requesting arbitration to the other part, be referred to arbitration. Arbitration of a grievance may be invoked only by the Employer or the Union and does not require the approval of the Employee or Employees involved.

Written request for arbitration must be served within twenty (20) working days following the conclusion of the last step of the grievance procedure.

Section 2. Within ten (10) working days after notification, the party desiring arbitration shall request the Federal Mediation and Conciliation service to submit a list of arbitrators. The Parties shall meet within days ten (10) working days after the receipt of such list to select an arbitrator as follows: The Employer and the Union shall take turns striking one arbitrator's name from the list until only one (1) name remains.

The remaining name shall be the duly selected arbitrator. Either party sending advanced information to the arbitrator will furnish the other party a copy at the same time.

Section 3. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, it is agreed the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. The arbitrator's fee and the expenses of the arbitration shall be borne equally by the Employer and the Union.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 6. The arbitrator's award shall be binding on the Parties. However, either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by appropriate authorities.

Section 7. Time limitations in this Article can be extended for unusual reasons if mutually agreed to by both Parties.

Section 8. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 9. Arbitration hearings shall be held on the premises of the Employer at locations determined by the Employer. Such hearings shall be held within the Employer's regular workweek of Monday through Friday. During the time Employees would otherwise be in a duty status, the aggrieved Employee(s), Union representative(s), and witnesses will be granted official time, without loss of pay or charge to leave, for the purpose of presenting their case during the arbitration hearing. The Employer will not compensate any other witnesses for the opponent of the Employer who are not Employees of the activity, nor will the Employer pay travel of such persons.

Section 10. In the event either party declares a matter non-arbitral, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing.

Section 11. Reasonable attorney fees shall be awarded where required by 5 U.S.C. Sections 5596(b) and 7701(g).

ARTICLE 37

DURATION AND CHANGES TO THE AGREEMENT

Section 1. This Agreement shall be subject to approval by the Defense Civilian Personnel Management Service, Field Advisory Service, who shall approve the Agreement within thirty (30) calendar days from the date the Agreement is executed if the Agreement is in accordance with the provisions of Title VII of

P.L. 95-454 and any other applicable law, rule, or regulation (unless an exception to the provision has been granted). If the Defense Civilian Personnel Management Service, Field Advisory Service, does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and shall be binding on the Employer and Union subject to the provisions of Title VII of P.L. 95-454. This Agreement shall become binding and effective on the earlier of either the date of approval by the Defense Civilian Personnel Management Service, Field Advisory Service, or the 31st day after execution of the Agreement if it has been neither approved or disapproved by that date.

Section 2. This Agreement shall be binding upon the Employer and the Union for a period of three (3) years from the effective date of this Agreement, and renewed for two (2) year periods thereafter, unless either party shall notify the other in writing, not more than one hundred and five (105) nor less than sixty (60) calendar days prior to such date or to any subsequent anniversary date, of its desire to modify or terminate this Agreement. The Agreement shall terminate automatically, however, on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with P.L. 95-454.

Section 3.

a. When changes in existing laws or regulations promulgated outside the Department of the Army have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions, which conform to the new or amended law, directive or regulation may be made by either party at any time. The sponsoring party, therefore, shall give the nature of the desired revision and reasons, with a required response within thirty (30) days by the other party.

b. This Agreement may be opened for amendment(s) by the mutual consent of both Parties at any time after it has been in force and effect for at least six (6) months. Request for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The Parties shall meet, within thirty (30) calendar days after receipt of such notice, to discuss the matter(s) involved in such request, unless both

Parties for unusual reasons mutually agree upon an extension of time. If the Parties agree opening the Agreement is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to it. No change shall be considered except those bearing directly on the subject matter(s) agreed to by the Parties. Such amendment(s) as agreed to will be duly executed by the Parties.

c. Approval and implementation of amendment(s) shall be as described in Section 1 above for the basic Agreement.