

**LABOR MANAGEMENT AGREEMENT BETWEEN**

**USAMC COMMUNICATIONS AND  
ELECTRONICS COMMAND  
SOFTWARE ENGINEERING CENTER  
LOGISTICS SYSTEMS SUPPORT OFFICE**

**AND**

**NATIONAL FEDERATION OF  
FEDERAL EMPLOYEES**

**LOCAL 1763**

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## PREAMBLE

Pursuant to the policy set forth in Public Law 95-454 and subject to all applicable statutes and regulations issued by the Office of Personnel Management, this Agreement, together with any and all subsequent supplemental agreements and/or amendments, constitutes a total Agreement and is entered into by and between the Logistics Systems Support Office, (LSSO), hereinafter referred to as the Employer; and the National Federation of Federal Employees, Local 1763, hereinafter referred to as the Union; for the employees in the described unit, hereinafter referred to as the Employees.

It is the intent and purpose of the parties to this Agreement to promote and improve the efficient administration of the Federal service and the well-being of Employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer; to establish a basic Agreement relative to personnel policies, practices, and procedures and matters affecting other conditions of employment; and to provide a means for negotiation, discussion, and adjustment of matters or interest to the Employer, the Union and Employees:

Therefore, the parties agree to the following:

## ARTICLE 1 – RECOGNITION

SECTION 1. The Employer recognizes the Union as the exclusive bargaining representative of all Employees in the unit, as defined by Section 2 of this Article.

SECTION 2. The recognized bargaining unit is as follows:

INCLUDED. The professional and non-professional General Schedule and Wage Grade Employees assigned to the USAMC Central Systems Design Activity (CSDA) including Cooperative Education Program student-trainees and AMC interns, with duty stations in St. Louis, MO.

EXCLUDED. All supervisors, management officials, team leaders, temporary excepted appointment personnel, and other Employees excluded by Public Law 95-454, Chapter 71, Section 7112 (b).

Note: USAMC Central Design Activity (CSDA) is now known as the Logistics Systems Support Office (LSSO).

## ARTICLE 2 – MANAGEMENT RIGHTS AND OBLIGATIONS

SECTION 1. In the administration of all matters covered by this agreement, the parties are governed by existing or future laws, government-wide regulations, policies, and other binding outside authorities. This includes published DoD, Army, and LSSO policies and regulations in existence at the time this Agreement was approved that are not in conflict with this Agreement.

SECTION 2. The Employer retains the right:

- a. to determine mission, budget, organization, number of Employees, and internal security practice.
- b. in accordance with applicable laws:
  - (1) To hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
  - (4) To take whatever actions may be necessary to carry out the Activity mission in emergency situations.

SECTION 3. The Employer retains the rights to act within the following areas of policy and discretion without the obligation to negotiate with the Union:

- a. Determining the number, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour or duty; and
- b. Determining the technology, method and means of performing work.

SECTION 4. The Employer recognizes its obligation to bargain upon Union request, regarding the impact and implementation procedures to be used to effect the Employer's rights as defined in Sections 2 and 3 of this Article.

### ARTICLE 3 – EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 1. Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such rights. This right includes the right to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union and to engage in collective bargaining with respect to conditions of employment through representatives chosen by the Employees.

SECTION 2. Nothing in this Agreement shall require an Employee to become or remain a member of the Union or to pay money to the Union, except in accordance with Article VII, Voluntary Allotment of Union Dues. The Employer shall not discipline or discriminate against any Employee because they filed a grievance or gave testimony under the law, the negotiated grievance procedure, or any other available procedure for redress.

SECTION 3. The Employer shall annually inform its Employees concerning their rights to representation by the Union at any examination of an Employee in the Unit by a representative of the Agency in connection with an investigation if:

a. The Employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. The Employee requests representation.

SECTION 4. Any Employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate Management or Union officials in accordance with applicable laws, rules, regulations, established policies, and this Agreement.

SECTION 5. Employees shall not engage in any activity which would interfere with the rights of any other Employee to join or refrain from joining in the Union, in accordance with applicable laws and regulations, to include 5 USC 7102.

SECTION 6. Employees will comply with standards of conduct prescribed in the Joint Ethics Regulation (JER), DOD 5500.7-R.

## ARTICLE 4 - UNION REPRESENTATION RIGHTS AND OBLIGATIONS

SECTION 1. The Union is the exclusive representative of Employees and is entitled to act for and negotiate collective bargaining agreements addressing personnel policies and practices and working conditions for Employees.

SECTION 2. Union representatives shall not be subjected to any discrimination, interference, coercion, or restraint in their proper conduct of representational duties.

SECTION 3. The Employer agrees to recognize a maximum of 2 stewards. The Employer may refuse to recognize a steward who has a record of formal disciplinary action or a final adjudicated unacceptable performance rating within the past thirty-six (36) months. Employees who have been denied a security clearance or whose security clearance has been revoked or suspended based upon cause will not be appointed as stewards.

SECTION 4. The Union will provide the Employer a list of the Union officers and representatives, including the stewards' primary areas of representation. The Employer recognizes that stewards may represent employees outside their assigned representational areas in the grievance process. During the extended absence of a steward, the Chief Steward may designate another Employee to temporarily serve as a steward until the absent steward returns. The Union shall notify the Employer in writing of any changes to this list, normally five (5) workdays prior to the effective date of the change. The Employer will post the list of local officers and representatives on the Employer's bulletin boards.

SECTION 5. When a steward is selected for detail or temporary promotion to a supervisory position, the Chief Steward will designate another Employee to serve as a temporary steward for the duration of the temporary supervisory assignment. If the Chief Steward is selected for the detail or temporary promotion to a supervisory position, the Union President will designate another Employee to serve as temporary Chief Steward for the duration of the temporary supervisory assignment.

SECTION 6. The Employer will permit representatives of the National Federation of Federal Employees national office to visit, subject to national security regulations and the Employer's visitor control procedures.

SECTION 7. The Union shall be granted authority to conduct one membership drive per calendar year not to exceed thirty (30) calendar days. The Union agrees that it will provide a minimum of ten (10) workdays advance written notification to the Employer outlining the dates requested for the membership drive and the proposed facilities and location for such drive. If the Employer does not concur in the Union's proposal, then agreement will be reached by negotiation.

SECTION 8. The Union shall have the right to be represented at any formal discussion between the employer and one or more Employees or their representative concerning grievances, personnel policies and practices, or other general conditions of employment. An Employee may request Union representation at an examination of the Employee by a supervisor or other Employer representative in connection with an investigation when the Employee reasonably believes the examination may result in disciplinary action against the Employee.

## ARTICLE 5 – CONSULTATION AND NEGOTIATION

SECTION 1. The Parties each recognize their bilateral responsibility to keep the other informed with regard to issues of mutual concern which affect Employees.

### SECTION 2. Consultation

a. Consultation refers to Employer/Union discussions whose sole purpose is to exchange views with regard to issues of mutual concern which affect Employees.

b. Either party may initiate consultation by contacting the other requesting a meeting and providing a general subject matter.

### SECTION 3. Negotiation

a. Negotiation refers to communications between the Employer/Union with regard to issues relating to personnel policies, practices, and working conditions, conducted pursuant to the applicable public law to include the Federal Service Labor-Management Relations Statute, with the objective of arriving at a mutually acceptable formal agreement.

b. The Employer agrees to provide the Union with adequate written notice and an opportunity to request negotiation regarding new or proposed changes to, personnel policies, practices, and working conditions. If the Union does not respond within 10 calendar days or mutually agreed date, its consent to change will be assumed.

SECTION 4. Either party may initiate amendments and/or supplements to this Agreement through official notification to the other Party. This notification will include the initiating Party's proposal.

SECTION 5. The Parties each recognize the right of the other to request negotiation of ground rules to be used as a basis for negotiation.

## ARTICLE 6 – USE OF OFFICIAL DUTY TIME

SECTION 1. Officially designated Union stewards and duly elected officials of the local may use official duty time to perform representational duties as listed in Section 2.

- a. President of the Union – a maximum of 64 hours monthly
- b. Chief Steward – a maximum of 16 duty hours monthly
- c. Vice President – a maximum of 16 duty hours monthly
- d. Secretary/Treasurer – a maximum of 50 duty hours per fiscal year

SECTION 2. Official duty time is authorized for the following representational duties:

- a. to represent Employees in the negotiated grievance procedure to include arbitration;
- b. to attend formal discussions as defined by 5 USC 7114(a)(2)(A);
- c. to represent Employees pursuant to 5 USC 7114 (a)(2)(B);
- d. to attend briefings called by the Employer;
- e. to file/respond to grievances filed pursuant to Article XIV, Section 6, of this Agreement, to include arbitration;
- f. to represent Employees in the formal disciplinary process;
- g. to investigate and prepare Unfair Labor Practice (ULP) charges, to include ULP hearings;
- h. to attend Employer committee meetings on which the Union is a member;
- i. to respond to Employee questions regarding personnel policies, practices or working conditions;
- j. to prepare reports required by law or regulation;
- k. to respond to other Employer initiated issues;
- l. to negotiate regarding representational issues. (Time spent in contract negotiations is not subject to the limitations in Section 1 above)

SECTION 3. In accordance with 5 USC 7131(b), official duty time will not be authorized for Union officers or stewards to perform internal Union business. Examples of internal Union business include but are not limited to: solicitation for membership; campaigning for or participating in Union elections; performance of administrative functions related to benefits offered by the Union; and financial records other than those required by Federal agencies.

SECTION 4. The Union agrees to make every effort possible to minimize the use of official duty time. When the use of official duty time is necessary for Union officers /stewards to perform bonafide representational duties, official duty time may be granted in accordance with the following procedures:

- a. Union officers/stewards will request permission for official duty time from their immediate supervisor/designee, provide the supervisor with the nature of the representational duties to be performed, the intended location, the amount of official duty time requested, and the telephone extension where they may be reached.
- b. The supervisor/designee will either promptly grant permission/release to the Union officer/steward or initiate discussion based upon job requirements, of possible alternative times that the Union officer/steward could be released.

c. Union officers/stewards will obtain permission from the appropriate supervisor before speaking with Employees regarding representational issues.

d. Upon completion of the representational duties or at the end of the officer/steward's tour of duty for that day, the officer/steward will report back to their immediate supervisor and document the use of official duty time in the time reporting system before vacating the work area for that day.

SECTION 5. The Union recognizes its obligation to ensure official duty time for representational purposes is not abused and will cooperate with the Employer to make every effort to prevent such abuse.

SECTION 6. If the Employer alleges that official duty time authorization has been abused, the alleged offender and the Union will be notified in writing. The Union shall notify the Employer in writing within five (5) days as to whatever corrective action it may have taken. If the Union action to correct the alleged abuse is not taken by the end of the five (5) workday period or, should there be a continuing dispute, the Employer shall be free to take action under the law, regulation, or this Agreement.

SECTION 7. The Union agrees that the officers/stewards of the Union will not utilize their positions for matters outside the scope of this agreement or for personal gain or benefit.

## ARTICLE 7 – VOLUNTARY ALLOTMENT OF UNION DUES

SECTION 1. Union dues shall be deducted each biweekly pay period by the servicing Payroll office from an Employee's pay without charge when the following conditions are met:

a. The Employee has voluntarily authorized such a deduction by executing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues".

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

c. Section A of the allotment form has been completed and signed by the authorized Union officer, and the form has been received by the servicing Payroll office representative.

SECTION 2. The Union shall be responsible for making the SF-1187 available to eligible members and shall ensure that Employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, and the use of the required form.

SECTION 3. Authorizations received by the Payroll office Customer Service Representative (CSR) prior to the beginning of a pay period will take effect on the first pay period beginning after receipt by the CSR of a properly executed SF 1187, and will continue in effect until the allotment is terminated in accordance with the provisions of Section 9.

SECTION 4. The authorized Union officer shall notify the CSR when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice or at such later time specified in the Union notice.

SECTION 5. The Union will immediately notify the CSR, in writing, when a member of the Union is expelled or ceases to be a member in good standing.

SECTION 6. Remittance of the total amount of dues withheld for each pay period will be made by electronic funds transfer to the financial institution designated by the Union. An alphabetical listing of the employee members of the Local with current allotment authorization and amounts withheld from each person's pay will be mailed to the Local. An Employee whose pay was not sufficient to cover the full amount of the deduction will also be identified on the list.

SECTION 7. The President of the Union will immediately notify the Employer's Customer Service Representative (CSR) in writing of any change of the name and/or address of the Treasurer of the Union.

SECTION 8. Employees who have elected voluntary Union dues withholding and are subsequently assigned outside the bargaining unit, will have their dues withholding suspended during the term of their assignment. Management will notify the Union of any such assignment and the Civilian Personnel Advisory Center (CPAC) will notify the CSR of this assignment. Dues withholding will be reinstated if the action was temporary after the Employee's return to a bargaining unit position. The Union's will resubmit the Employee's SF-1187 which was the

basis of dues withholding prior to the suspension, to the CSR. The CSR will verify status through the servicing CPAC.

SECTION 9. A member may voluntarily revoke an allotment for payment of dues by completing a standard Form 1188, “Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues”, which will be made available by the Employer, and submitting it directly to the CSR in accordance with the following provisions:

a. A member may revoke an allotment by submitting SF 1188 prior to the first anniversary date of their dues withholding. Such revocation will be effective the first full pay period after the first anniversary date. After this one opportunity to revoke, the provisions of paragraph b. below apply.

b. A member may revoke an allotment by submitting SF 1188 prior to 1 March of each year. The revocation will be effective on the first full pay period on or after 1 March each year. Such revocation may be effective only if the member has been on dues withholding for the previous twelve (12) months.

SECTION 10. The duplicate copy of the SF 1188 completed by the Employee will be forwarded to the Union, by the local CSR, to serve as notification of the revocation.

## ARTICLE 8 – HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide and maintain a safe and healthful workplace. The Employer and the Union agree to comply with applicable regulations and directives relating to the safety and health of Employees.

SECTION 2. The Employer agrees to consider recommendations of the Union relative to basic policy on safety and health. Employee(s) who believe they are being required to work under conditions which are unsafe or unhealthy, beyond the normal circumstances inherent to the operation, will report such conditions to the immediate supervisor. The Employee may, at their election, also report the perceived unsafe/unhealthy condition to the Union. The Employer agrees to investigate and initiate corrective action as appropriate. When the Employer concludes that short-term exposure to a working condition would be detrimental to an Employee's health or safety, it agrees to relieve the Employee of the requirement to remain exposed to such. If the Employer concludes that the subject condition is not unsafe or unhealthy, the Employee and/or the Union may request further inspection through the proper channels.

SECTION 3. The Employer and the Union will cooperate in efforts to promote safety and health, and will encourage Employees to work safely and report any observed unsafe or unhealthy conditions to the Employee's immediate supervisor.

SECTION 4. The Employer agrees to comply with all regulatory requirements related to periodic safety inspections and safety reports. The Employer shall notify the Union of all inspections to be performed and permit a Union representative to observe their performance.

SECTION 5. The Employer agrees to post any notice of an unsafe or unhealthy working condition promulgated by an appropriate authority. Such notice will be posted, unedited, at or near the location where such condition exists and remain posted until the condition has been remedied.

SECTION 6. The Employer agrees to provide safety devices, protective equipment and/or clothing for Employees engaged in work activities requiring such items, in consonance with applicable laws and regulations. The maintenance of such items shall be the responsibility of the Employer.

SECTION 7. The Employer will inform Employees sustaining on-the-job injuries or established job connected illnesses, of their rights under the Federal Employees Compensation Act, and of the pay and leave options available to Federal Employees. Employees shall immediately report job connected injuries or illnesses to their supervisor. The Employer shall ensure that appropriate forms are completed and assist Employees regarding the Office of Worker's Compensation Program claims process.

SECTION 8. The Employer agrees to notify and consult with the Union regarding its decisions to grant Employees relief from their work assignments due to severe workplace environmental conditions.

## ARTICLE 9 – HEALTH SERVICES

SECTION 1. The Employer agrees to participate in the Health Services Program available to building tenants. Participation in this program, except for mandatory job-related medical monitoring examinations, shall be voluntary; and examinations, immunizations, briefings, or consultations shall be provided on official duty time at no cost to the Employee.

SECTION 2. The Program provides the following health services (when available):  
Immunizations necessary to safeguard the health of Employees.

a. Examinations to screen vision and hearing for all Employees.

b. Appropriate health information and screening programs.

c. Prompt medical treatment and facilities for Employees who are injured or become ill on the job. Ambulance service shall be available, should the circumstances warrant, at the determination of the medical personnel of the Health Unit.

SECTION 3. The employer agrees to provide health service/wellness announcements to employees as they are provided by the Health Unit.

SECTION 4. Based upon the availability of facilities and services, and subject to budgetary constraints, the Employer agrees to provide for a physical fitness program in accordance with applicable regulations.

## ARTICLE 10 - AWARDS

SECTION 1. The Employer agrees to support an Incentive Awards Program that will recognize outstanding achievements in a fair and equitable manner. Recognition will be accomplished in accordance with regulatory guidelines, Command policy, and local policy. Labor and management will negotiate local implementing policy and changes thereto.

SECTION 2. The Employer agrees to effect all cash awards as soon as practicable after the completion of all administrative and review requirements. The effective date of Quality Step Increases will be the first full pay period after the receipt of the documentation by CPOC, provided all regulatory requirements have been met.

SECTION 3. The Employer agrees to consider all Employees who receive a performance rating above the satisfactory level for a cash award.

SECTION 4. The Employer agrees to allow the Union to participate in the awards process by reviewing and providing input for the bargaining unit members' proposed performance and special act awards prior to submission for processing. The awards decision data (allocation amount, rating, statistics, budgetary information) on those employees who agree in writing to allow their information to be released will be included in the review. The Employer agrees to consider all recommendations made by the Union.

SECTION 5. The Employer agrees to support The Army Ideas for Excellence Program as outlined in AR 5-17.

## ARTICLE 11 – EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Parties recognize that certain Employee personal problems may interfere with an Employee's job performance and/or negatively affect an Employee's conduct. The Parties also recognize that these problems may be treatable, thereby returning the Employee to an acceptable level of performance and/or correcting the Employee's misconduct.

SECTION 2. The Employer agrees to provide an Employee Assistance Program, and the program services available at the Health Unit, meeting the requirements of applicable laws and regulations, for those Employees experiencing work problems apparently related to or resulting from personal problems. The objective of the Program is to ensure that Employees manifesting such problems are afforded reasonable opportunity for counseling, referral, treatment and rehabilitation available at the Health Unit. Employee participation in this Program will be voluntary. Supervisory approval to participate is not necessary if participation is during non-duty hours. If participation is during duty hours, employees will be permitted to use official time for the initial counseling provided prior supervisory approval is obtained. An employee undergoing a long-term program may request sick leave, annual leave or leave without pay for this purpose.

SECTION 3. The Employer will refer Employees to the Program in accordance with applicable regulations; however, the Parties acknowledge that direct treatment for such problems is the sole function of the program counselor. Employees may also seek such assistance, on their own, without supervisory referral.

SECTION 4. All records and discussions related to an Employee's participation in this Program will be treated confidentially in accordance with applicable laws and regulations.

SECTION 5. Participation or non-participation in the Program will not be the basis for taking action against an Employee or denying an Employee promotion opportunity.

SECTION 6. The Program counselor shall recognize an Employee's right to be accompanied by a Union representative at any discussion with management of the Employee's progress in treatment if the Employee so requests.

SECTION 7. The Employer's written policy concerning troubled Employees, news about the program, and assurances of confidentiality for participants shall be posted on official bulletin boards. The Employer agrees to conduct publicity efforts to keep employees aware of the available program and attempt to eliminate any stigma associated with program participation.

## ARTICLE 12 – POSITION DESCRIPTIONS AND PERFORMANCE MANAGEMENT

SECTION 1. The parties agree that the accurate classification of duties and responsibilities assigned to Employees is necessary to assure appropriate compensation. The Employer agrees to exercise its classification authority in accordance with governing law and applicable rules, regulations, and guides, including the Office of Personnel Management (OPM) classification standard criteria.

SECTION 2. The Employer agrees that Employees will receive a copy of their position description when they are initially assigned to a position, whenever a change is made to the position description, or upon request. Questions regarding the accuracy of the position description may be raised informally with the supervisor. The Employee may request a desk audit if the issue remains unresolved.

SECTION 3. The phrase “performs other duties as assigned” is included in the description to refer to those duties performed on an occasional basis which are not major duties of the position, but are in the general field of work normally performed by the Employee, and are reasonably related to the major duties reflected in the position description. It is understood that job descriptions themselves do not strictly limit the right of the employer to assign other duties to the employer.

SECTION 4. Employees may appeal the title, series or grade of their officially assigned position description at any time. The Employer agrees to advise Employees of appeal procedures.

SECTION 5. Employer and the Union agree that it is in the best interest of the Employer and employees that performance be evaluated in such a manner as to distinguish degrees of performance, give recognition to outstanding performers, and provide maximum guidance to employees for future development.

SECTION 6. The performance appraisal system shall, to the extent practicable, provide a fair, accurate, and objective evaluation of job performance. The Employee will be given the opportunity to participate in the development of his/her performance plan. The Employer shall provide periodic counseling to assist employees in meeting performance standards. Employees shall be given a copy of their performance appraisal as well as a copy of counseling if recorded. If an Employee refuses to sign/date the performance appraisal, the supervisor will note in the signature block that the “Employee refused to sign/date.” This statement will be annotated on the appraisal form prior to giving the original to the Employee. The Employee shall be given the original evaluation upon completion.

Time limits to file any grievance will begin when the Employee has received the original with the required signatures and/or annotations as stated above.

SECTION 7. Performance standards will be written in a manner intended to be understandable to the Employee. If the Employee does not fully understand the level of performance required to meet or exceed the standards, that Employee will inform the Employer at the time that the standards are communicated to the Employee. The Employer will then promptly provide the Employee with the necessary clarifying information.

SECTION 8. When the Employer determines that an Employee is performing at an unacceptable level, the Employee will be informed in sufficient detail and be provided reasonable time to bring performance up to an acceptable level in accordance with law and regulations. The Employer will attach and record suspense forms to incoming performance evaluations for necessary follow-up. The Employer will make every effort to assure that Employees are notified in advance when a WIGI is intended to be withheld. Requests for reconsideration can be filed by the employee or the employee's representative in accordance with 5 CFR, within 15 days.

## ARTICLE 13 – DISCIPLINE AND ADVERSE ACTIONS

SECTION 1. The parties agree that primary emphasis will be placed on preventing situations requiring disciplinary action. Disciplinary action will be effected against offending Employees on a corrective or punitive basis depending upon the specific type of improper conduct. Disciplinary actions will be in consonance with applicable laws and regulations and shall be taken for just and sufficient cause, and will be fair and equitable.

SECTION 2. The Employer has the right to have informal discussions regarding deficiencies in performance or conduct with employees as part of day-to-day supervision and counseling without a Union representative present.

SECTION 3. An informal disciplinary action is an oral admonishment or written warning. The supervisor will maintain the informal warning in his/her files for a specified period of time. The employee has the right to Union representation during this process.

SECTION 4. Formal disciplinary actions are actions taken against an employee which causes anything critical of the employee to be placed in his official personnel folder, including reprimands, suspensions, or removals. Actions based on unacceptable performance and non-disciplinary adverse actions are not covered by this article. The employee has the right to Union representation during this process.

SECTION 5. In cases of formal discipline, the Employer will notify the Employee of their rights in accordance with applicable laws and regulations and this agreement.

SECTION 6. The Employer agrees to provide the Employee and his/her representative an opportunity to review all pertinent information used as a basis to effect formal disciplinary action.

## ARTICLE 14 – GRIEVANCE PROCEDURE

SECTION 1. The Employer and the Union recognize the importance of resolving complaints promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made by the Employer and the Union to settle grievances expeditiously and at the lowest level of supervision/management where resolution can be effected.

SECTION 2. This negotiated grievance procedure shall apply to all matters except:

- a. A violation relating to political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security;
- d. Any examination, certification, or appointment;
- e. Classification of a position which does not result in the reduction in grade or pay of an Employee;
- f. The granting of and determination of the dollar amount of any incentive award;
- g. The termination of a temporary Employee; or
- h. The discharge of an Employee serving a probationary or trial period.

Adverse actions and prohibited personnel practices (as defined by 5 USC 2302(b)(1)) may be raised under the negotiated grievance procedure or the statutory appeals procedure, but not both.

SECTION 3. Grievances may be filed under the negotiated procedure by the Union, on its own behalf, or on the behalf of an Employee; or by an Employee on his or her behalf; or by the Employer. The Union must approve any Employee representative other than the Union. The Union shall have the right to be present at any discussion in the negotiated grievance process between the Employee and the Employer.

SECTION 4. A grievance must be presented within twenty (20) calendar days of the incident that gave rise to the grievance, or within twenty (20) calendar days of the date the grievant became aware of the incident. This time limit may only be extended by mutual agreement between the Employer and the Union. Grievances resulting from a continuing condition may be presented at any time.

SECTION 5. The following procedures are established for the resolution of Employee initiated grievances:

- a. Step 1. A grievance shall first be presented by the grievant, and/or his or her representative, if the grievant elects representation, to the immediate supervisor or the lowest level management official with the authority to render a decision. The grievance must be presented in writing, specifically identifying the issue(s) involved and the remedial action

requested. The grievance will be reviewed and discussed with the grievant and/or representative, if any, within ten (10) calendar days after the grievance is presented. A decision will be rendered within ten (10) calendar days from the conclusion of the discussion. Written notice of the decision will be provided to the grievant and his or her representative, if any.

b. Step 2. If the grievance is not resolved at Step 1, the grievant may, within ten (10) calendar days, elevate the dissatisfaction to the next level of supervision through written notice. Written notice will include the specific issue(s) involved and the remedial action requested. The supervisor will meet with the grievant and his or her representative within ten (10) calendar days of receipt of the grievance. A written decision will be rendered within ten (10) calendar days of the meeting. If that decision is made by the Director it is final unless the Union invokes arbitration.

c. If the Step two (2) deciding official is not the Director of LSSO the grievant may, within ten (10) calendar days elevate the matter to the Director. The Director will meet with the grievant and his or her representative within ten (10) calendar days of receipt of the grievance. A written decision will be rendered within ten (10) calendar days of the meeting. The decision made by the Director is final unless the Union invokes arbitration in accordance with Article XV.

SECTION 6. Grievances arising between the Employer and the Union will be presented within twenty (20) calendar days of the incident that gave rise to the grievance. Grievances resulting from a continuing condition may be presented at any time. Such grievances will be processed in the following manner:

a. Step 1. The Employer or the Union will submit the grievance to the other Party as appropriate. The grievance alleging contract violations will include the Article (s) and Section (s) of the Agreement which have allegedly been misapplied and/or violated, the specific circumstances involved in the situation, and the remedial action requested.

b. Step 2. The Party receiving the grievance will respond in writing within twenty (20) calendar days from receipt of the grievance.

c. Step 3. If the matter is not resolved to the satisfaction of the grieving party, the grievance may be submitted to arbitration in accordance with Article XV.

SECTION 7. An Employee, if otherwise in an active duty status, may use reasonable amounts of official duty time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, for obtaining information or assistance pertaining to the grievance, and for preparation of the grievance.

SECTION 8. Group grievances may be processed as an individual grievance, if it is determined that the issues and circumstances are identical in all aspects. If a group grievance is processed, all grievants must be identified and must agree to process the grievance throughout the procedure as a group. All grievants will be bound by the decisions of the majority. One or more grievants withdrawing from a group grievance does not affect the continued processing of the group grievance.

SECTION 9. The employee can withdraw from a grievance at any time. However, if the issue of the grievance is a matter of interpretation and/or application of the Agreement language, having bargaining-unit wide ramifications, the Union may continue the grievance process.

SECTION 10. All time limits herein may be extended by mutual agreement of the Union and the Employer. Failure of the respondent to observe the time limits for any step in the grievance procedure will entitle the grievant (s) to advance the grievance to the next step. Failure of the grievant or the representative to observe the time limits provided for herein, shall constitute termination of the grievance.

SECTION 11. The Employer agrees to provide the Union with data in accordance with 5 USC 7114(b)(4).

SECTION 12. If an employee resigns, dies, or is separated by any action other than removal before a decision is reached on a grievance, and no compensation is involved, action will be stopped, and all concerned parties will be notified. If the pending grievance involves compensation, it will be processed to completion.

SECTION 13. The integrity of all confidential or privileged information revealed at any stage in this procedure will be respected and protected by all parties involved.

SECTION 14. When an Employee at any step accepts grievance decision, it will be considered to be settled in its entirety and no further action will be taken regarding the grievance.

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## ARTICLE 15 – ARBITRATION PROCESS

SECTION 1. If the Parties fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written notification by either Party, within twenty (20) calendar days after receipt of the decision in the last step of that process, may invoke arbitration. Only the Union or the Employer may submit a grievance to arbitration.

SECTION 2. Within ten (10) calendar days after invocation of arbitration the Parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached within five (5) calendar days, the Party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five impartial persons qualified to act as arbitrators. This list shall be paid for by the party invoking arbitration. The Parties shall meet within five (5) workdays after receipt of the list to select the arbitrator. If they cannot mutually agree on the selection of an arbitrator the Union representative and the Employer representative shall alternately strike one name from the list and then repeat this procedure. The remaining individual shall be the arbitrator. The Union shall strike first.

SECTION 3. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. The grievant(s), representative, and any Employee witness(es) who are otherwise in a duty status shall be excused from duty without loss of pay or charge to annual leave to participate as required, in the arbitration process. Employees whose attendance at a hearing conflicts with their scheduled tour of duty will be allowed to adjust their tour for the day(s) on which their presence is necessary at the hearing or the inquiry.

SECTION 4. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall present a separate submission and the arbitrator shall determine the issues to be heard.

SECTION 5. If either Party refuses to participate in the hearing, after due notice, the hearing will proceed and the arbitrator will render his award based upon the evidence presented.

SECTION 6. An arbitrator shall not have the authority to add to or otherwise modify the terms of this Agreement.

SECTION 7. In considering those grievances concerning actions based on unacceptable performance and adverse actions which may be appealed under the statutory appeals procedure, the arbitrator will be bound by Merit System Protection Board policy and precedent, and apply the same appellate standards, that is, "substantial evidence" for unacceptable performance and a "preponderance of evidence" for adverse actions. The personnel action for unacceptable performance may not be mitigated if the Employer meets its evidentiary burden. The penalty for conduct based actions may be reviewed only for "arbitrary and capricious abuse of management discretion." The arbitrator shall have the authority to resolve any question of arbitrability and to interpret this Agreement. The arbitrator is bound by and will apply the "harmful error" concept as developed by the Merit System Protection Board.

SECTION 8. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The award date will be the date the decision is served on the filing

party(s) based on 5 CFR 2425.1(b). If no exception is filed, the arbitrator's award shall be effected expeditiously.

SECTION 9. Either Party may request the cancellation of a previously scheduled arbitration hearing at any time prior to the hearing. If not addressed in a settlement agreement specific to that grievance, the party canceling the arbitration is responsible for payment of cancellation fees.

SECTION 10. The arbitrator's fee shall be borne equally by the Parties. The cost of any verbatim or summarized transcript made of the proceedings will be borne by the requesting Party. If mutually requested both side will share the cost equally.

SECTION 11. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the Parties otherwise agree.

## ARTICLE 16 – EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Neither the Employer nor the Union shall in any way unlawfully discriminate against an individual because of race, color, religion, national origin, age (40 and older), sex, disability or reprisal for participation in an EEO activity. The policy for both Parties shall be in strictest adherence to both the letter and spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, Public Law 95-454, the Rehabilitation Act, and all other applicable laws and regulations.

SECTION 2. An Employee discussing a problem of alleged discrimination with an Equal Employment Opportunity (EEO) counselor or at any step of the EEO Complaint Procedure has the right to be accompanied by a personal representative of their choice who may otherwise also be a recognized representative of the Union.

SECTION 3. If a person serves as an EEO Counselor, that person regardless of whether he occupies a position in the Union (e.g. steward, Chief steward), voluntarily relinquishes his right to represent any complainant in any discrimination complaint. Employee membership in the Union shall not be a factor with regard to the Employee serving as an EEO counselor.

## ARTICLE 17 - TRAINING

SECTION 1. The Employer and the Union agree that training and development of Employees is a matter of primary importance to the parties. Both Parties agree to encourage actions to ensure equal opportunity for all Employees to participate in training and development programs, including making reasonable accommodations to the training needs of disabled employees.

SECTION 2. The Employer agrees that the selection of Employees for training will be based upon job-related needs of the Employer and be free of nonmerit influences.

SECTION 3. The Employer and the Union shall make every reasonable effort to encourage Employees to discuss training needs with their supervisor and to take full advantage of training opportunities made available to them and apply this learning to their job.

SECTION 4. The Employer will encourage and financially support, contingent on the availability of funds, the upward progression of Employees through training. Such training may be provided through government or nongovernment institutions and may be either essential or related to the authorized duties which an Employee is presently doing or can be reasonably expected to do in the future. The Employer agrees to publicize Government training opportunities which are available to Employees, periodically each year, through normal communication channels.

SECTION 5. The employer agrees to record employee training in the Employees electronic record and inform employees on how to review and update the records.

SECTION 6. Assigned job-related training is a duty assignment like any other work assignment. It is neither a voluntary activity on the part of the Employee, nor an award.

## ARTICLE 18 – MERIT PROMOTION

SECTION 1. The goal of the merit promotion system is to ensure that the skills, qualifications, achievements, and promotion potential of employee are recognized and fairly considered in the staffing process. Merit promotion procedures are outlined in the negotiated merit promotion plan. If it becomes necessary to modify the plan, the Agency will provide notice to the Union in accordance with Article V of this Agreement. When provisions of this agreement conflict with Merit Promotion Plan the negotiated agreement takes precedence.

SECTION 2. The employer agrees to provide access to and training on the Merit Promotion Plan and supporting automated tools.

## ARTICLE 19 – REDUCTION IN FORCE/TRANSFER OF FUNCTION

SECTION 1. The Employer agrees that in the accomplishment of a reduction in force (RIF) or transfer of function (TOF) the following procedures will be utilized:

- a. The Union will be informed of an impending RIF/TOF at the earliest possible date;
- b. The Union will receive follow-up briefings regarding the reasons for the RIF/TOF, the approximate number and types of positions affected, and the approximate date of the action at the earliest possible date after such information is available;
- c. The Employer agrees to bargain, upon Union request, regarding appropriate arrangements for Employees adversely affected by the RIF/TOF, procedures the Employer uses in implementing the RIF/TOF and otherwise to the extent required by law;
- d. The Union will be consulted regarding any methods by which the Employer proposes to minimize the adverse personnel impact as a result of the RIF/TOF;
- e. The notice period provided to Employees will be no less than sixty (60) calendar days; and
- f. The Employer agrees to permit the Union to review all pertinent RIF/TOF information, for representational purposes, in the investigation of the regulatory propriety of individual actions affecting Employees.

SECTION 2. Re-promotion consideration of Employees who have been downgraded due to RIF will be provided in accordance with the Employer's Negotiated Merit Promotion Plan and other applicable regulations.

SECTION 3. The Employer agrees to establish an Outplacement Program in accordance with applicable law and regulation to assist in the placement of Employees affected by a RIF/TOF.

SECTION 4. Realignment/Reorganization shall be addressed under ARTICLE V, Consultation and Negotiation.

SECTION 5. In order for the Union to facilitate and fulfill its responsibilities to the Union membership, the Employer upon written request by the Union, agrees to furnish or provide access to copies of the following:

- a. "From – To" placement list applicable to the bargaining unit.
- b. A copy of the retention register applicable to the Employees in the unit.

## ARTICLE 20 – DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. The Employer may detail an Employee when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in assigning the work force.

SECTION 2. Definition – A detail is a temporary assignment of an Employee to a different position for a specified period, with the Employee returning to his/her regular duties at the end of the detail. A position is not “filled” by a detail, as the Employee continues to be the incumbent of the position from which detailed.

SECTION 3. The Employer is responsible for assuring that Employees who are detailed are given written notification of the nature of the duties to be performed.

SECTION 4. Details will be accomplished and documented in accordance with applicable regulations.

SECTION 5. In accordance with applicable regulations, the Employer agrees that, except for brief periods, Employees should normally be temporarily promoted, if required to perform the grade controlling duties of a higher graded vacant position and the Employee qualifies for the position. The conditions and length of temporary promotions are subject to applicable regulations and/or other delegated authorities.

SECTION 6. The Employer agrees that all temporary promotions will be documented in the Employee’s Official Personnel Folder in accordance with applicable regulations. Details to positions of the same grade, series, and basic duties as the Employee’s current position need not to be documented in the OPF.

## ARTICLE 21 - LEAVE AND ABSENCES

Section 1. Leave and absences will be administered in accordance with regulatory guidelines and local policy. When local leave policy conflicts with the provisions of this article, the provisions of this article apply. Labor and management will negotiate changes thereto consistent with the provisions of Article V, Consultation and Negotiation.

### Section 2. Annual Leave

a. Employees shall earn, accrue, and use annual leave in accordance with applicable laws and regulations. The use of annual leave is a right of the Employee, subject to the scheduling of the use of the leave being approved by the Employer.

b. When an Employee submits a formal and timely request for annual leave, the Employer must either approve and schedule the leave for the time requested by the Employee, or if due to work load/staffing constraints, the Employer determines that the Employee's specific leave request should not be granted, the Employer must suggest another time period for use of the leave. Disapproval of a request for a specific period of annual leave will be timely to the submission of the leave request and to the period of requested leave. The Employer will make reasonable attempts to accommodate Employee requests for scheduled annual leave.

c. The Employer agrees that when it is necessary to cancel previously approved annual leave:

(1) The cancellation will normally be based only upon unanticipated changes to workload/staffing requirements;

(2) The reasons for such action will be provided, in writing, to the affected Employee; and

(3) All reasonable alternatives will be considered if the cancellation of leave will cause financial loss to the Employee. The Employee should make every effort to make the Employer aware of potential financial loss related to cancellation.

d. The Employer recognizes the right of an Employee to informally challenge the denial of a timely request for annual leave or the cancellation of previously approved annual leave, by elevating his or her dissatisfaction to the next higher level of supervision. This action is not considered by either party to constitute a grievance within the meaning of Article XIV of this agreement.

e. To permit workload planning, a supervisor may require an Employee to forecast their annual leave request for the leave year. The forecast may be reviewed and revised as required.

f. When emergencies arise requiring absence not previously approved, the Employee:

(1) May not presume automatic approval of annual leave and must make reasonable effort to contact the supervisor during the supervisor's scheduled tour of duty; and

(2) Must contact their supervisor, or designee as soon as possible but not later than 0930 to request leave. The Employer may waive this requirement when the conditions of the emergency so warrant.

## Section 2. Sick Leave

a. Employees shall earn, accrue, and use sick leave in accordance with applicable laws and regulations. The use of sick leave is subject to the leave being approved by the Employer.

(1) The Employee may not presume automatic approval of annual leave and must make reasonable effort to contact the supervisor during the supervisor's scheduled tour of duty; and

(2) The Employee must contact their supervisor, or designee as soon as possible but not later than 0930 to request leave. The Employer may waive this requirement when the conditions of the emergency so warrant.

b. Sick leave for medical appointments shall be requested as far in advance as possible in order to allow for effective workload planning.

c. Employees absent on sick leave for more than four (4) consecutive workdays may be required, upon return to duty, to provide authentic medical certification. For prolonged illness, medical certification will be required at the beginning of the third consecutive week of absence.

d. The Union agrees to cooperate with the Employer to prevent sick leave abuse and to actively encourage the prudent use of sick leave by Employees. When the Employer reasonably suspects that an Employee is abusing the sick leave privilege, they may require medical certification of incapacitation or other administratively acceptable evidence as to the reasons for the absence for each and every change to sick leave thereafter. This requirement will be reviewed by the Employer within six (6 ) months to determine if the requirement should be continued.

## ARTICLE 22 – TOURS OF DUTY

SECTION 1. The standard workweek shall consist of 40 hours, eight (8) hours per day, Monday through Friday. An alternate work schedule consisting of eight (8) nine-hour days and one (1) eight-hour day, Monday through Friday, during a two-week pay period is also available. If the Employer proposes to change the standard workweek, it agrees to consult and/or negotiate with the Union concerning the change and the procedures necessary to implement this change.

SECTION 2. The Employer agrees, to the extent possible and subject to Parts 550 and 610 to 5, Code of Federal Regulations (CFR), to give an Employee seven (7) calendar days advance notice prior to effecting a change in the Employee's tour of duty. Under emergency situations, which would cause the agency to be seriously handicapped in carrying out its functions or substantially increase agency cost, such notice would be precluded.

SECTION 3. Employees may select assignment to any of the established tours of duty. The Employer retains the right to deny an Employee's request for any established schedule based upon work-related reasons to assure adequate coverage during normal duty hours and limited coverage during operational needs. Denial of assignment to other than the standard workweek tour of duty will be based on valid work-related reasons and will be certified and approved by the next higher level of supervision than the supervisor who denies the assignment. Part-time Employees may be excluded from the 5-4/9 Plan participation by the first line supervisor without higher level authorization.

SECTION 4. Principles, procedures, and requirements of the flexible work hour schedule are agreed as follows:

- a. Employees will perform an 8-hour tour of duty continuously, except for lunch periods, between the hours of 0600 to 1745. Employees may begin their tours as early as 0600 hours or in 15-minute increments thereafter, but no later than 0900 hours.
- b. All Employees will work (exclusive of approved leave or official business absences) during the core hours of 0900 to 1445 except for lunch periods.
- c. Employees will take a 45-minute lunch period between the hours of 1100 to 1300. Employees may extend their lunch period for additional seventy-five (75) minutes in 15-minute increments, within the 1100 to 1300 time frame, with prior supervisory approval, provided they extend their tour of duty consistent with the provisions of 4a and 4b above.
- d. Employees who work overtime on a nonduty day shall not be required to take a lunch period.
- e. All Employees will be required to forecast their normal flexible working hour schedule annually. Any adjustment to this schedule may be accomplished by providing the supervisor two weeks advance notification. Both the annual forecast and adjustments thereto must be consistent with adequate staffing requirements as determined by the supervisor.

SECTION 5. Employees will enter actual starting and finishing times for each tour of duty on a form which will be maintained in each organizational element. Employees will also enter any leave scheduled and/or taken.

SECTION 6. Meetings will be scheduled during core hours when possible. Participants at meetings will be expected to adjust their hours to be in attendance. Employees scheduled to attend in-house training will adjust their working hours to comply with the scheduled classroom hours. Employees on TDY will adjust their working hours to comply with the host agency's hours.

SECTION 7. Alternate Work Schedule, (AWS) 5-4/9 Plan. The 5-4/9 Plan consists of a 9-hour daily basic work requirement for eight (8) days and an 8-hour daily basic work requirement for one day for an 80-hour biweekly basic work requirement for full-time Employees. The supervisor may restrict selected positions or Employees if there are valid reasons for the restriction and it is approved at the next higher level of supervision. Employees selecting and assigned to the 5-4/9 Plan are subject to the limitations outlined in the local standard operating procedures pertaining to alternate work schedules.

## ARTICLE 23 – OVERTIME WORK

SECTION 1. The Employer agrees to compensate Employees in accordance with applicable laws and regulations for all directed work time in excess of the Employee's regularly scheduled tour of duty.

SECTION 2. The Employer agrees to make overtime assignments based on factors that are reasonable, just, and as fair as practicable among Employees determined to be qualified for the overtime assignment. Employees assigned to overtime work will be given as much advance notice of such assignments as possible. Employee preference to work or not to work will be given due consideration regarding the assignment of overtime. Normally when overtime is required on any particular job, preference will be given to the individual currently performing this work in the work area where the overtime occurs. Records showing overtime distribution will be maintained.

SECTION 3. Employees may request that their supervisor authorize compensatory time off in lieu of overtime.

SECTION 4. An Employee shall be compensated for at least two hours if called back to work, either on a regular workday after the Employee has completed their daily tour and has left their place of employment, or on one of their scheduled non-workdays, even if their services cannot be utilized for two (2) hours. Compensatory overtime may be granted in lieu of paid overtime.

## ARTICLE 24 – TDY

SECTION 1. Employees will be compensated for time in a travel status as provided by applicable laws, regulations and local policy to include Fair Labor Standards Act as applicable. The scheduling of the methods, means, and time for travel by employees is a matter for determination by the Employer. However, in scheduling travel, the Employer will give consideration insofar as practical and consistent with operating efficiency and interest of the Government to schedule travel during the employee's basic work week and normal work hours. If supervisor schedules an employee to travel in other than normal duty hours under circumstances, which make it noncompensable, he/she shall upon the employee's request furnish the employee the reasons for necessity of such a schedule. Labor and management will negotiate local implementing policy and changes thereto.

SECTION 2. The Parties agree that TDY is a work assignment like any other; and, if directed by the Employer, the Employee will perform the TDY. However, in recognition of the potential for personal inconvenience caused by TDY, the Employer agrees to consider making adjustment or relieving an Employee from a TDY assignment based upon individual circumstances articulated by the Employee.

## ARTICLE 25 – FACILITIES AND SERVICES

SECTION 1. General. Use of all space and facilities is subject to the provisions of the Federal Property Management Regulations.

SECTION 2. Space and Facilities. If the Union President is assigned an office as regular workspace, that office will also serve as the Union Office. Otherwise, an office large enough to store three file cabinets and hold one table with four chairs (provided by the Employer) will be provided; a telephone for local calls will also be provided.

SECTION 3. Bulletin Boards. The Employer agrees to provide the Union with a bulletin board mounted near the Union Office. The Union agrees that items posted will not violate any law, provisions of the Agreement or security policy, or contain inflammatory, scurrilous or libelous material. The Union President will authenticate items posted.

SECTION 4. Internal Mail Service.

a. The Employer's internal mail service (including electronic mail) is authorized for use by the Union for official Union business between the Union and the Employer and between the Union and bargaining unit members. In the event that there is an overload of the internal mail system, priority will be given to other than Union material.

b. Any publications so circulated may not contain any comments or statements intended or designed to influence in any manner any member of Congress to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

c. As a condition precedent to the use of the internal mail as indicated above, the Union agrees that anything distributed within the Office must not violate any law, provisions of the Agreement or security policy, or contain inflammatory, scurrilous or libelous material or any false or misleading information. Failure to meet this condition will result in the Employer suspending this service.

d. The Employer and the Union agree that their publications will avoid inflammatory language and will state their position in a clear, businesslike, and impersonal manner. The personal name of any management official will not be used in Union publications.

SECTION 5. Copies of Agreement. Copies of this agreement will be furnished to all Employees electronically. Five printed copies of this Agreement and any amendments, supplements, and local SOPs will be furnished to the Union for its own use. The cost of printing this Agreement will be borne by the Employer.

SECTION 6. Lists. A listing of personnel on board will be kept online and accessible to the Union. The listing will include Employee name, organization, series, and grade. The Employer agrees to keep online, accessible by the Union, a copy of the strength report with a list of gains and losses.

SECTION 7. Publications. The Employer agrees to provide access to online Office of Personnel Management publications, including regulation, supplements, and classification standards. The

Employer will also provide copies or online access to Command and Office policy directives, regulations, etc., relating to Employees or their working environment.

SECTION 8. Reproduction Services. The Employer agrees to provide the Union with use of reproduction machines to reproduce official correspondence and memoranda pertaining to bargaining unit representational activities.

## ARTICLE 26 - CONTRACTING OUT

SECTION 1. The Union and the Employer recognize the legal and regulatory requirements for the Employer to conduct and participate in Commercial Activities Studies. The Union and Employer will comply with such requirements.

SECTION 2. The Employer agrees to seriously consider the views and recommendations of the Union before proceeding with a decision to contract out. The Employer agrees to notify the Union in writing concerning the Employer's decision to contract out work currently performed by Employees. The Employer further agrees to provide the Union periodic briefings throughout the contracting out process.

SECTION 3. The Employer agrees to negotiate, upon timely request by the Union, to the extent required by Public Law 95-545, Chapter 71, Section 7106(b)(2) and (3), regarding efforts to minimize any adverse impact upon Employees.

SECTION 4. The Employer agrees to give the Union an opportunity to present its views regarding matters relevant to management studies conducted in the course of Office of Management and Budget (OMB) Circular No. A-76 cost comparison studies. Such matters include the performance work statement and the most efficient organization.

SECTION 5. Disclosure of information to the Union regarding contracting out is subject to controlling statutes and regulations.

## ARTICLE 27 – PAST PRACTICES

SECTION 1. Past practices are defined as conditions of employment, not specifically covered in this Agreement, which are followed by both Parties or followed by one party and known by the other Party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time and followed by both the parties or followed by either party and not challenged by the other party over a substantially long duration.

SECTION 2. It is agreed that any past practice which is found to be prohibited by law or applicable regulation will be terminated; however, either Party may request appropriate corresponding negotiations. The Parties further agree that other past practices will not be terminated by either Party without notification to provide the other Party with the opportunity to request negotiations.

## ARTICLE 28 – NONSTRIKE PROVISIONS

SECTION 1. The Union will not call or engage in any strike, work slippages, slowdown, or related picketing engaged in as a substitute for any such strike, work stoppage, or slowdown against the Government of the United States. Furthermore, the Union will not condone such activity by failing to take action to prevent or stop such activity.

SECTION 2. In the event of an unauthorized work stoppage by Employees such as a wildcat strike, the Employer will contact the principal officers of the Union immediately. Upon receipt of this notice the Union officers will immediately instruct the Employees to return to work.

## ARTICLE 29 – EFFECTIVE DATE AND LIFE OF AGREEMENT

SECTION 1. This Agreement, amendments, and supplements thereto entered into between the Parties will be executed upon the signature of the LSSO Director, and the President of the Union and the CECOM Commanding General. This Agreement, amendments, and supplements thereto are subject to review by the Department of Defense Civilian Personnel Management Service, DOD CPMS, for statutory and regulatory compliance, and will become effective upon approval or on the 31<sup>st</sup> day after execution in the absence of disapproval.

SECTION 2. This Agreement shall remain in full force and effect for thirty six (36) months from its effective date and shall henceforth be automatically renewed, subject to approval of DOD CPMS, from year to year unless either Party gives the other Party written notice of intent to propose changes, either in its entirety or in part. Notice of the intention to reopen and amend, modify or terminate the agreement must be submitted to the other Party not more than one hundred and five (105) nor less than sixty (60) calendar days prior to the expiration date. When such notice is given, the Parties shall meet for the purpose of negotiating the amendments or modifications not later than thirty (30) calendar days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Agreement. If negotiations are not concluded prior to the expiration date of the Agreement, the Agreement may be extended by mutual consent in increments of forty-five (45) calendar days.