

PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the U.S. Army Signal Network Enterprise Center (Fort Drum), Installation Management Command (Fort Drum), and the U.S. Army Logistics Readiness Center (Fort Drum) (hereinafter referred to as the Employer); and the National Association of Government Employees, Local R2-61 (hereinafter referred to as the Union).

WHEREAS, Congress has found that the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve the Employee performance and the efficient accomplishment of the operations of the government through collective bargaining; and

WHEREAS, the well being of Employees and efficient administration of the government are benefited by providing Employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

Now, therefore, the parties agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT

(1) The Employer recognizes the Union as exclusive representative for all Employees in the unit identified below:

Group No. 1 INCLUDED: All non-professional wage grade employees employed by the U.S. Army Signal Network Enterprise Center (Fort Drum), Fort Drum, New York.

EXCLUDED: All other non-professional employees, professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

Group No. 2 INCLUDED: All non-supervisory wage grade employees employed by Installation Management Command, Fort Drum, New York.

EXCLUDED: All other non-professional employees, professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

Group No. 3 INCLUDED: All non-supervisory wage grade employees employed by the U.S. Army Logistics Readiness Center – Fort Drum, Fort Drum, New York.

EXCLUDED: All other non-professional employees, professional employees, management officials, supervisors, and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

(2) In reference to Garrison Commander/Director in this contract will mean the commanders of these activities for Employees of these activities.

ARTICLE 2

DEFINITIONS

"Conditions of employment" means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions as defined by law.

"Supervisor" means an individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

"Management official" means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence agency policies.

"Seniority" means an individual's length of service as determined by that individual's service computation date (SCD) as indicated on the civilian leave and earnings statement.

"Day" as used in this agreement means calendar days unless otherwise specified.

Wherever the personal pronouns he, him, or his are used in this agreement, they shall be construed as neutral in gender, that is, as meaning both he and she, him and her, or his and hers.

When the term "Employer" is used, it means management agencies bound by this Agreement.

When the word "Employee" is used, it means an Employee in the bargaining unit covered by this agreement. When the term "Union" is used, it means Local R2-61 National Association of Government Employees (NAGE).

An "excused absence" is an absence from duty administratively authorized without loss of pay and without charge to leave.

"Substantive bargaining" means negotiation on the substance of a managerial decision, as opposed to bargaining on appropriate arrangements and procedures.

"Officer of the Union" means an elected officer, i.e., President, Vice President, Chief Steward, or Secretary/Treasurer.

"Steward" means an appointed Union official who is not in an officer position as defined above.

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and Employees are governed by existing and future laws, executive orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities.

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate to the extent required by law on any agency policy and regulation.

ARTICLE 4

NEGOTIATIONS, CONSULTATIONS

Section 1.

- a. Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.
- b. The Employer's policy is to ensure Union views and proposals are fully considered prior to implementing changes in working conditions. It is also the policy that all legal requirements of the Federal Service Labor-Management Relations Statute be met.
- c. The Employer agrees to notify the Union of planned changes to Employees' conditions of employment that may require bargaining. When required, the Employer has the responsibility to provide notice even when changes are mandatory or necessary and even when the changes are considered to be an improvement over present conditions. The Employer must negotiate with the Union, and not with individual Employees.
- d. The Employer acknowledges the importance of obtaining Employee input through the Union prior to making decisions that affect working conditions. The Employer is encouraged to seek input from the Union to jointly develop solutions prior to making a decision and issuing a proposal. Although this process may expedite any required negotiations, it does not negate the Employer's obligation to afford the Union the opportunity to bargain once a decision is made.

Section 2.

- a. Consultation as used in this agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.
- b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. Procedures for Bargaining.

- a. The Employer agrees to notify the Union president/designee in writing/email prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the specific nature of the proposed change, names of and anticipated impact on affected Employees.

b. The Union shall have fifteen (15) days from the date of notification to request bargaining and respond with proposals. The request and proposals shall be in writing/email. This time limit may be extended by mutual agreement in order for the Union to obtain information from or to meet with the Employer to discuss the proposed change.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

d. The Employer shall have fifteen (15) days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

Section 4. The local shall be informed by the Employer concerning any formal survey or study directly related to conditions of employment unless the Employer determines that such notification would adversely impact internal security or otherwise undermine the compelling need for the study.

Section 5. In any reorganization or restructuring involving bargaining unit workload, including elimination of bargaining unit positions the Employer will provide the Union with notice of the organizational structure. The notice will include copies of new classified position descriptions and organizational structure. Section 6. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 7. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 5

EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this agreement shall affect the authority of any management official of the Employer -

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

b. In accordance with applicable laws -

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

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

(3) with respect to filling positions, to make selections for appointments from -

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

(b) any other appropriate source;

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

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating at the election of the employer-

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

b. Procedures which management officials of the Employer 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 management officials.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that Employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist the Union, 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 right.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

Section 3. Pursuant to 5 USC 7114(a)(5), Employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. Nothing in this agreement shall require an Employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 9 of this agreement.

Section 5. When the Employer conducts an investigatory interview, the Employee being interviewed is entitled, upon the Employee's request, to the presence of a Union representative, if the Employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her. This includes army investigative personnel (e.g. IG, MP, CID).

Section 6. An Employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An Employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussion and/or actions deemed necessary. If release is not possible at the time requested due to staffing, or work requirements, the Employee will be advised as to a time, unless precluded by an emergency, when release is possible.

Section 7. The Employer agrees, that to the extent possible and in accordance with applicable laws, rules, and regulations, to make every effort to ensure that bargaining unit Employees are given fair and equitable treatment in all matters concerning conditions of employment. The parties believe all Employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer and to provide quality service to customers.

Section 8. Corrective actions and counseling sessions will normally be in private. Consistent with this policy counseling sessions will be held in private; however, on-the-spot corrections, comments on work product, and instructions to make immediate corrections are not considered counseling sessions for the purpose of this section.

Section 9. The Employee has the right --

- a. to see his Official Personnel Folder and any other files related to his employment. In addition, an Employee may authorize in writing one or more representatives to examine his file.
- b. to have the contents of his Official Personnel Folder protected from unauthorized disclosure. Release of such information will be only as permitted under Federal law and applicable regulations.
- c. Supervisory records kept on Employees will be secured to maintain confidentiality. Upon request, an Employee, or designated representative, shall be given access to the Supervisor's file maintained on the Employee and be provided copies of the matters contained therein.
- d. While Supervisors may keep memory joggers or notes concerning Employees' conduct and performance, such concerns will be shared with the Employee and, as necessary, will be reduced in writing to a Memorandum For Record (MFR) and provided to the Employee. Employee signature indicates only receipt, and not concurrence with the contents of the memorandum. Supervisors will review Supervisory files at the mid-point and evaluation and remove outdated or irrelevant documents. All records that are kept on Employees which will be used to support disciplinary actions will be provided to the Employee as soon as practicable.

Section 10. Chain of Supervision.

The Chain of Supervision for Employees will be designated in writing upon appointment and whenever it (permanently) changes, which will include the alternates for Employees to contact when Supervisors will be absent. Reasonable efforts will be made to notify Employees of temporary changes in supervision. Each Employee has one first line Supervisor (or designee) and will be supervised only by the Supervisory chain. Work leaders are not Supervisors, but have the authority to assign the immediate tasks to be performed by individual members of the group by the authority of the supervisor, and take other appropriate actions to ensure completion of work.

Section 11.

- a. It is agreed that Employees will be allowed duty time to attend open season health benefits seminars if such seminars are provided and as workload permits with no charge to leave. The Employer agrees to make health benefits materials available to the Employees during open season.
- b. Employees may contact the Army Benefits Center-Civilian (ABC-C) via government phone or computer (website <http://www.abc.army.mil>) and on duty time for information in regard to Federal Employee Health Benefit (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), retirement, and survivor benefits (death and dismemberment). The Employer will notify Employees of retirement training and facilitate Employee participation in the training subject to mission requirements/exigency. Employees within five years of retirement will receive priority for retirement training.

Section 12. Debts and Debt Collectors

Any action taken by the Employer against Employees concerning nonpayment of private debts will be in accordance with existing laws and regulations. This could include the garnishment of Employees' pay. Private creditors and private debt collectors shall be denied access to Employees for the purpose of presenting or collecting claims during work hours. Disciplinary actions will not be taken based on private indebtedness unless there is a clear relationship between the indebtedness and work performance, conduct, or ability to meet position requirements.

ARTICLE 7

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all Employees in the bargaining unit and shall be responsible for representing the interests of all such Employees without discrimination and without regard to Union membership.

Section 2.

a. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

b. The Union will be notified in advance of all Employee surveys, sensing sessions, etc.

Section 3. All new Employees shall at the time of appointment be informed by the Employer that NAGE Local R2-61 is the exclusive representative of Employees in the unit. Each new permanent or term status bargaining unit Employee, shall receive a copy of the agreement from the Employer, together with a list of the officers and representatives of the Union. Employer shall inform all Employees of their rights to union representation annually.

ARTICLE 8

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish and maintain with the Employer a complete and current list of Union representatives, together with the designations of areas of representation. The total number of officers and stewards will not exceed 18 for the purposes of official time.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief steward, or officers.

Section 3. Official time will only be granted to officers and stewards of the Union. These blocks of official time will be computed starting with the first pay period after the effective date of this contract. The parties agree to the following official time:

(1) President – 1300 hours annually

(2) All other Officers and Stewards – 1200 hours annually

The Union agrees to send a representative, normally the President, to command level meetings, briefings when requested e.g. Garrison staff call, executive council.

Section 4. Union representatives, if otherwise in a duty status, will be allowed official time for representational purposes such as investigating and processing Employee complaints and grievances. Representatives entering Employees' work area will notify the supervisor present in the work area and obtain approval prior to conducting Union representational business. Representational discussions between Union officials will normally not take place at the work site. Approval for use of official time will be granted upon request, except when work exigencies preclude. The denial of the request shall be in writing and a copy forwarded to the Union President. If work exigencies preclude release, an alternative time will be authorized. Attendance at representational functions, excluding negotiations and consultations, will be kept to a minimum. Following each pay period, the President will submit a report (email) to the LRO showing all official time used, by name, during that period. (see Appendix A).

Section 5. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for Employee organization officers, and distributing internal Union business literature will be conducted outside of regular working hours.

Section 6. The Employer will recognize representatives of the NAGE National Office. The Union or the national representative shall provide advance notice to the Civilian Personnel Officer of visits to be made by representatives of the National Office.

Section 7. When the Union is designated as an Employee's representative (i.e. disciplinary actions, adverse actions, complaints, etc.) a designation of representation memorandum will be prepared. It will identify the action (specifically or generally), be signed by the Employee and will contain the name and telephone number of the Primary Union representative, the name of the Employee and an affirmative statement by the Employee stating he designates the Union official to be his representative.

ARTICLE 9

UNION TRAINING

Section 1. Recognized officers and stewards of the Union will be excused without charge to leave, to attend training or briefings within the scope of the labor relations statute and any training determined to be of mutual benefit to the Employer and the Union in their commitment to labor relations. The representative may obtain two sets of course materials, one for the use of the Union.

Section 2. The Employer agrees to grant a block of official time to Union officers and stewards if otherwise in a duty status, to attend labor relations training determined to be of mutual benefit to the Employer and the Union. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievances and information related to Federal personnel/labor relations laws, regulations, and procedures. A block of 320 hours will be authorized annually (contract year) for labor relations training on or off the installation in addition to the initial training. No one individual will be granted more than 120 hours per contract year. The Union President will submit a request normally at least 20 days in advance. If training requirements exceed 320 hours, the Union may draw from block hours, as described in Article 8 Section 3, to accomplish the training. Requests must state the name of the officer(s) or steward(s), the date, time and location of the training or briefing and agenda. The Employer will respond promptly to the request. If the request is denied, the Employer will explain the reasons in writing.

Section 3. Employer agrees to supply four (4) commercially available Federal Employee Almanacs annually.

ARTICLE 10

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An Employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The Employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- b. The Employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- c. The Employee is included in the unit for which exclusive recognition has been granted.

Section 2.

- a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The president or secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms to the Civilian Personnel Advisory Center, who will send them to the installation's servicing Payroll Customer Service Representative (CSR).
- b. Allotments authorized on properly completed and certified forms are processed during the pay period received.

Section 3. The Employer will ensure Defense Finance and Accounting Service (DFAS) is notified to withhold the amount of regular dues set by the Union from the pay of each Employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The Employer will ensure DFAS is notified to terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period, or during which, an Employee separates from the Employer or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the Union that an Employee is no longer a member in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the Employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after 1 September provided the revocation is received in the Payroll Office prior to 1 September. Revocations shall be received only during the month prior to the revocation period. The President or the Secretary of the Union must sign all revocations prior to submission. The Union shall be provided a copy of the revocation form by the Employer.

Section 5. Remitting the amounts withheld.

Upon disbursement for each pay period, the Employer will ensure DFAS will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The check will be accompanied by a list of the Employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those Employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local R2-61.

ARTICLE 11

UNION USE OF FACILITIES

Section 1. Adequate space will be provided to the Union for the purpose of meeting with Employees. The use of space will be coordinated with the area supervisor. This is understood to include for the Union officers and stewards to consult with aggrieved Employees or for the Union officers to consult with the stewards as required on individual cases.

Section 2. The Employer agrees to provide the current building and accommodations for the initial lifecycle of this agreement (three (3) years). The Union agrees it will share the space made available to it with other NAGE units representing bargaining units recognized on Fort Drum (NAF, MEDDAC). All maintenance costs for fair wear and tear will be borne by the Employer. The Union is responsible for cleaning the building.

Section 3.

a. The Employer agrees to provide three on-post telephone lines to the building/office space provided to the Union, with one designated for the fax.

b. Representatives of the Union will be authorized reasonable access to telephones, including Government issued cell phones, of the Employer as needed in the conduct of authorized representational activities. If not otherwise provided for use in their official work duties, the Employer will provide up to three Government cell phones for use by the President, Vice-President and Chief Steward for representational purposes.

Section 4. The Employer agrees the Union can hand receipt for furniture and equipment, including computer equipment and fax for use in the office space provided on the installation.

Section 5. The Employer will allow the Union to utilize the post mail distribution system, and penalty mail, in accordance with applicable regulation and policy for reasonable amounts of correspondence between Union officials, bargaining unit members, and management. Internal Union business mailings will not be distributed through the post mail distribution system or penalty mail. The Union may use provided computer equipment to obtain an email account to provide for efficient and effective communication between management and the Union Officials who are authorized and possess Common-Access-Cards. All Officers and Stewards of the Union will be assigned an email account on the Global Network. The access to the account will be limited to Official Union business and any business that will promote the efficiency of the Federal Service. The Employer will provide the assistance necessary to initiate such service to the Union as it would to any other installation office.

Section 6. Officers and stewards will be allowed reasonable use of Employer machines to copy/fax documents necessary to accomplish their representational duties. Internal Union business materials or internal newsletters will not be copied on government machines.

Section 7. It is understood and agreed by the parties that Union announcements may be included, but not limited to “The Mountaineer” and Fort Drum Homepage www.drum.army.mil.

Section 8. At union request the Employer will provide roadrunner or equivalent internet and cable service to the Union facility for Union owned computers on a reimbursable basis.

ARTICLE 12

HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek for Employees in the bargaining unit is defined as the calendar week, 0001 hours Sunday through 2400 hours Saturday.

Section 2. The basic workweek will normally be Monday through Friday inclusive and the work shift will begin between 0600 and 0800. It is recognized that mission requirements may necessitate deviations from the above stated days and times.

Section 3. The Employer will normally give fourteen (14) calendar days advance notice to Employees when changes in tours of duty are necessary. It is recognized, however, that emergencies or mission exigencies such as EDRE's and deployments, may preclude such lengthy advance notification. In any circumstances, the Employee will be given as much advance notice as possible of a change in tour of duty. This provision shall not be deemed to be a waiver of rights granted under 5 CFR 610.121.

Section 4.

a. Both parties recognize that the use of alternate work schedules can improve productivity and morale and provide greater service to the public. The supervisor will make a reasonable effort to grant term and permanent Employees the schedule of their choice, based on seniority. However, in individual cases where the Employee's choice would lead to an adverse impact on mission requirements, the supervisor has the right to deny or modify the request.

b. Both parties recognize that certain portions or organizational segments, because of the nature of the work performed, may not be suitable for alternate work schedules. The Employer shall have the right to determine the number of Employees working on the days specified. Examples of possible work schedules are:

(1) 5-4-9 Schedule - A compressed schedule which, within a pay period of ten (10) workdays, includes eight (8) nine (9) hour days, one (1) eight (8) hour day, and one (1) non-work day.

(2) 4-10 Schedule - A compressed schedule which, within a scheduled workweek, includes four (4) ten (10) hour days and one (1) non-workday.

(3) Employees may start their eight (8) hour five (5) day a week work day between 0600-0800.

c. Employees who are TDY may be required to revert to an 8-hour day for all pay periods during the duration of the TDY. For periods of training on post hours of work may be adjusted to facilitate the training.

d. Employees may not change their work schedules more often than quarterly unless mutually agreed upon by the Employee and the Employer. By mutual agreement, normally in advance, between an Employee and his Supervisor, the scheduled day off can be changed within a pay period. This agreement need not be in writing.

e. When a supervisor denies a request for an Alternate Work Schedule, a change to a work schedule, or proposes to terminate an Employee's participation in that schedule, he will notify the Employee in writing. The notification will include the specific reasons and instances of negative impact on agency operations that clearly establish why the requested or current schedule is not appropriate for that Employee. The supervisor's decision is subject to the negotiated grievance procedure.

Section 5. Employees will be granted either a 1/2-hour or 1 hour non-paid lunch period each day during a two-(2) hour time band of the mid-point of their shift. The supervisor will approve reasonable requests regarding scheduling and duration of meal periods. In special circumstances (e.g. snow removal, certain shift work, etc.) Employees may be granted a 20-minute on the clock meal period.

Section 6. Employees will be allowed to take two fifteen (15) minute breaks to include travel time if necessary, one during each half of the administrative workday. These breaks cannot be taken during the first or last hours of the workday and cannot be combined with the lunch period. Employees may make arrangements with their supervisors to divide the breaks into two or three break periods. Smoke breaks are not allowed in addition to these breaks.

ARTICLE 13

OVERTIME

Section 1. Except as otherwise provided by law, regulations, instruction, or this agreement, overtime work is work performed in excess of 8 hours in a day or 40 hours in a workweek. In the case of Employees using an alternative work schedule, overtime work is work performed in excess of the number of hours the Employee was scheduled to work on that day or week. Overtime pay will be computed and paid in accordance with applicable regulations.

Section 2. In the assignment of scheduled overtime, the Employer agrees to provide the Employee notice as far in advance as practicable, at the minimum one day, for readjustment of personal commitments. In cases of unscheduled overtime or emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the Employee as soon as the need for overtime is recognized. An Employee will normally be relieved of an overtime assignment for personal reasons if there is another qualified Employee willing to serve in his place. Mandatory overtime will normally not be imposed if there are enough qualified volunteers to staff the job within the functional area.

Section 3. Overtime work assignments shall be distributed equitably among Employees consistent with workload requirements and the availability of Employees with the requisite qualifications and performance capabilities. Employees in the work unit will be given first consideration for overtime assignments involving work they normally perform. The Employer agrees to maintain and make available accurate and pertinent records of overtime to the Local for resolution of Employee complaints.

Section 4. Irregular or occasional overtime work performed by an Employee on a day when work was not scheduled for him, or for which he is required to return to his place of duty, is deemed at least 2 hours in duration for the purpose of premium pay. When Employees are required to work during the normal lunch period, they will be provided an alternate lunch period or be compensated in accordance with this Article.

Section 5. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed to call their respective homes without cost to the Employee.

Section 6. The Employer and Union agree, an Employee may elect compensatory time in lieu of overtime pay.

Section 7. An Employee whose religious beliefs require that he/she be absent from work during scheduled work periods may, with the approval of the supervisor, elect to engage in compensatory work of an equivalent amount, for the time lost as a result of meeting those religious requirements in accordance with 5 CFR 550.1002.

Section 8. Sufficient time to obtain food will be granted to Employees working overtime in excess of two hours of their shift.

Section 9. Employees will be compensated for work performed outside the duty day, to include time worked via telephone or in a standby status (5 CFR 551.431).

ARTICLE 14

HOLIDAYS AND HOLIDAY OBSERVANCE

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

Section 2. Employees shall receive the number of hours normally scheduled to work on a day designated a holiday, at their regular hourly rate of pay, on all days defined as holidays that they are not required to work.

Section 3. All Employees who work on holidays during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

Section 4. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

Section 5. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday for Employees whose tour of duty is Monday through Friday.

Section 6. For Employees who are scheduled to work on Sunday in their basic workweek, and a holiday falls on a regular scheduled non-workday in lieu of Sunday, the next scheduled workday will be observed as the holiday. For Employees who are scheduled to work on Saturday, and a holiday falls on a regularly scheduled non-workday in lieu of Saturday, the previous scheduled workday will be observed as the holiday.

ARTICLE 15

ADVERSE WEATHER AND CONDITIONS

Section 1. In the event of extreme weather conditions such as flood, severe storms, or acts of God that would cause hazardous driving conditions for Employees, the Employer will advise the Union when a decision has been reached to grant excused absence.

Section 2. When the Employer decides during duty hours to release personnel, due to adverse weather, on administrative leave, Employees will be notified as promptly as possible through their respective supervisor.

Section 3. When the Employer decides during non-duty hours to operate on a reduced manning basis due to adverse weather conditions, the Employer will disseminate to the maximum extent practicable the information to radio and TV stations or other appropriate means in Employee residential areas, as early as possible, after the decision is made.

Section 4. When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, Employees considered weather essential, as determined by the Employer, will be required to report or remain on duty. It is recognized that certain Employees not designated weather essential may be required prior to release to complete a task they are working on.

Section 5. Whether an Employee should or should not be charged leave for an absence depends upon his duty or leave status at the time of dismissal, determined as follows:

- a. If the Employee was on duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.
- b. If the Employee was on duty and departed on leave before the time set for dismissal, leave is charged only from the time the Employee departed until the time set for dismissal. Employees should not be permitted to depart before the time set for dismissal without a charge for leave. However, annual leave which was initiated not more than one hour before the early release time will be excused absence.
- c. If the Employee was scheduled to report for duty after an initial period of leave and dismissal is given before the Employee can report, leave is charged until the time set for dismissal.
- d. Except for Employees who call in the day of dismissal and dismissal is granted within two hours of starting time, if the Employee was absent on previously approved leave for the entire work shift, the entire absence is charged to appropriate leave (e.g., annual, sick, or leave without pay).

e. When administrative excusal is authorized at the beginning of the shift, all non-essential Employees will be excused without charge to leave for that portion of the shift for which excusal is authorized.

Section 6. When it has been determined that activities must be curtailed due to adverse weather conditions, weather essential Employees are expected to make every reasonable effort to report for duty. If it is impossible for weather essential Employees to report for duty, they will telephonically notify the supervisor or designee no later than two hours after the beginning of the work shift. In justifiable cases, the Employee will be excused without charge to leave or loss of pay. Justifiable cases may include, but are not limited to circumstances where personnel are ready, willing and able to work but are precluded from doing so by mandatory road closures initiated by civil authorities. Weather essential personnel, for reporting purposes, will be designated in writing in advance, and the Union and Employees will be notified annually of this designation. Supervisors, under the guidance of the Commander or the Director, will give consideration to granting delay in reporting to weekend or second and third shift personnel as directed by the severity of the weather, availability of personnel to remain on shift, and mission requirements. Normally, an early release on one shift will result in a delay in reporting with respect to non-weather essential personnel, for the incoming shift.

ARTICLE 16

ANNUAL LEAVE

Section 1. Employees will accrue annual leave in accordance with applicable regulations and laws.

Section 2. Annual leave may be taken in 15-minute increments. Annual leave shall be granted to Employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. It is agreed that no Employee shall be called back from leave or have leave canceled unless a mission requirement arises and no other qualified Employee is available.

Section 3. The Employer shall grant emergency leave on an individual basis dependent upon the nature and circumstances of each case. Call-in time will be accomplished within two hours after the beginning of the work shift. Employees will contact the immediate supervisor or other persons designated by the supervisor to receive such requests.

Section 4. Requests for annual leave for other than vacation periods scheduled pursuant to Section 5., will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two work days after receipt of a request for leave.

Section 5. An annual leave vacation schedule for periods of one or more consecutive weeks may be scheduled on a yearly basis. Employees will be required to submit their request for vacation leave in writing to their supervisor by 31 January and supervisors shall establish a tentative leave schedule by 15 February; providing each Employee his first choice where workload and mission requirements permit. In the event of a conflict in vacation leave scheduling among Employees, the senior Employee based on length of Federal service, using service computation dates (as reflected on Employee's Leave and Earnings Statement), will be given first choice concerning the scheduling of a single period of leave. Upon an Employee's request, the supervisor may change the schedule providing it will not affect the choice of another Employee unless such Employee agrees to change.

ARTICLE 17

SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable regulations and laws.

Section 2. Sick leave may be taken in 15 minute increments. Sick leave is authorized when properly requested for an Employee who is incapacitated for duty because of illness, injury, pregnancy and resulting confinement, medical, dental or optical examination, or when confined because of exposure to a contagious disease.

Section 3. Requests for sick leave will be made in advance of scheduled appointments for medical, dental, or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or designee within two hours after the start of the tour of duty. A form 71 will be submitted within two days of return to duty from sick leave of any duration certifying to the proper use of the leave.

Section 4. If the Employee's unscheduled or approved absence on sick leave is expected to be for an extended period, i.e., a week or more, the Employee will call the supervisor weekly and advise him of his status and probable return to duty, and provide adequate medical documentation upon request. If the approved absence involves recuperation from a major illness or injury and a period of recuperation has been directed in writing by a health care provider, such notification is not required. The Employee will provide his supervisor with written notice from his health care provider stating the health care provider's opinion of the earliest date that the Employee may return to work and any limitations recommended by the health care provider as soon as possible. Any limitations by the health care provider must be identified no later than the day the Employee returns to work.

Section 5. Periods of absence on sick leave in excess of three (3) consecutive work days may be required to be supported by a medical certificate from a health care provider. The employee will be notified of this requirement prior to their return to duty. This certificate should be furnished to the Employer upon return to duty. Signed statements by Employees explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. A form 71 may be used for self certification purposes.

Section 6. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the Employee will be advised in writing that a medical certificate will be required to support any future grant of sick leave, regardless of duration.

Section 7. The Employer will review the official sick leave record of each Employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. The Employee will be notified of the results of this review.

Section 8. The Employer will advance, to eligible Employees, sick leave not to exceed 240 hours in deserving cases of serious disability or ailment. Such leave will be granted under the following conditions:

- a. The Employee furnishes written evidence from a physician or practitioner that the Employee is expected to return to duty on a permanent basis.
- b. The Employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the Employee might otherwise forfeit during the leave year.
- c. The Employee has not established a pattern of sick leave abuse that has been made a matter of record within one year of the Employee's request for advanced sick leave.
- d. There is no evidence indicating the Employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

Section 9.

a. When an Employee's Health Care Provider authorizes light duty following an on or off the job injury, the supervisor, upon presentation of adequate medical documentation:

- (1) Will ensure the Employee clears his medical documentation with Occupational Health Clinic to verify physical limitations.
- (2) Will make reasonable efforts to assign the Employee to light duty.
- (3) The search for light duty will not be restricted to the Employee's current work area.
- (4) If the Employee is not offered light duty, confirmation will be given to the Employee in writing by his Supervisor after verifying with CPAC that all light duty opportunities have been explored.
- (5) The foregoing shall not be interpreted to allow a temporary Employee's employment to continue beyond his NTE date except as required by applicable OWCP/DOL regulations.

b. The parties recognize that if an Employee is permanently disabled or their medical authority is unable to determine how long the temporary disability will exist, appropriate action may have to be taken.

c. Both parties will ensure that they respect the confidentiality of medical information in accordance with applicable laws and regulations.

ARTICLE 18

EXCUSED ABSENCES FOR BLOOD DONATION

Unit Employees, at the discretion of the Employer, will be excused from duty to donate blood. If a unit Employee is accepted as a donor and in fact donates blood, he normally will be excused from work for up to a total of four hours, such time to count from the time he left the place of work. In special cases, when the Employer determines that an Employee can be spared to donate blood but cannot be spared from work for a period of four hours, the Employee must be so informed in sufficient time for the Employee to decide whether or not he wishes to make the donation under those circumstances.

ARTICLE 19

FAMILY LEAVE

The Employer agrees to comply with the Family Medical Leave Act (FMLA) (5 CFR 630.1201). Employees may request information, seek clarification and application on FMLA from their supervisor or CPAC.

Section 1. Family Leave.

The laws and rules concerning special family leave programs are subject to change. What is provided below is intended as a summary and not intended to be a comprehensive compilation of the rules. Leave will be granted only in accordance with existing laws and regulation.

Section 2. Family and Medical Leave. a. Under the Family and Medical Leave Act of 1993 (FMLA) most permanent Federal Employees are entitled to a total of up to 12 work weeks of unpaid leave (or accrued leave if any) for the following purposes:

- b. Under certain conditions an Employee may use the 12 weeks of FMLA leave intermittently.
- c. While an Employee may use sick leave for his or her own condition, the amount of sick leave that may be used to care for a family member is limited.
- d. FMLA leave is in addition to other paid time off.
- e. Upon return from FMLA leave, an Employee must be returned to the same position or an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.
- f. An Employee who takes FMLA leave is entitled to maintain health benefits coverage. An Employee on unpaid FMLA leave may pay the Employee share of the premiums on a current basis or pay upon return to work.
- g. The Employee may be required to provide medical certification for FMLA leave to verify the serious medical condition of himself or herself or the sick family member.

Section 3. Sick Leave to Care for a Family Member with a Serious Health Condition.

a. An Employee may be entitled to use up to 12 weeks (480 hours) of sick leave each leave year to provide care for a family member with a serious health condition. Both the definitions of family member and serious health condition are specific and application may vary in individual circumstances.

b. The 12 weeks of sick leave include the 13 days (104 hours) of sick leave for general family care or bereavement which is discussed below.

c. The Employee must provide documentation of the relationship with the seriously ill relative as well as the serious health condition of the relative as well as the nature of the care the Employee is providing.

Section 4. Sick Leave for Family Care or Bereavement.

a. Most Employees may use sick leave to:

-Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

-Attend to a family member receiving medical, dental or optical examination or treatment;

-Provide care for a family member who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or

-Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. An Employee may be entitled to use up to 13 days (104 hours) of sick leave each leave year for these purposes.

c. The Employer may require documentation to verify that this leave is being requested or was used for appropriate purposes.

Section 5. The Employer agrees to provide assistance to Employees in requesting these various types of leaves and will administer these programs fairly and in accordance with statute, regulation, and agency policy.

ARTICLE 20

BONE MARROW/ORGAN DONOR

Section 1. Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor. In accordance with this law, the following will apply:

An Employee shall be entitled to the use of up to seven days paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow donor. An organ donor will be entitled to the use of up to thirty (30) days paid leave each calendar year (in addition to annual and sick leave). The Employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The

length of absence will vary depending upon medical circumstances of each case. For medical procedures and recuperation requiring longer than seven days for a bone marrow donor, or thirty days for an organ donor, the Employer shall continue to accommodate Employees by granting additional time off in the form of excused absence, accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave.

ARTICLE 21

COURT LEAVE

Section 1. Court leave will be granted, in accordance with applicable law and regulations, to an Employee who is summoned to act as a witness before a court on behalf of the United States Government or to perform jury duty in any court of law. When an Employee is called as such a witness or juror, he will immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the Employee shall submit written evidence of the dates and times he served as such a witness or juror.

Section 2. If an Employee is excused from such service with sufficient time to enable that Employee to return to duty for at least three (3) hours of the scheduled workday, including travel time, the Employee shall return to duty unless granted appropriate leave by the Employer. It is an Employee's responsibility to request and receive approval prior to going on leave.

Section 3. If an Employee receives regular pay from the government for a period of court leave, the Employee will reimburse the government the amount paid by the court, except that Employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).

ARTICLE 22

LEAVE WITHOUT PAY

Employees may be granted leave without pay at their request when approved by the Employer. It may be granted whether or not the Employees have annual or sick leave to their credit. Extended leave without pay may be approved for such purposes as education which would be of benefit to the Employer, recovery from illness or disability, or protection of Employee status of benefits pending initial decision or claims for disability retirement or injury compensation, as provided for in applicable law and federal regulation. If leave is refused, the supervisor will provide the reason in writing.

ARTICLE 23

JOB DESCRIPTION AND CLASSIFICATIONS

Section 1. The Employer agrees that the Employees will normally be assigned to work which is appropriate to their job description, taking into account the mission of the agency. Employees will be furnished a copy of their job descriptions. "Other duties assigned" which appears in job descriptions will not be construed as meaning that a significant amount of work on a regular and recurring basis at any grade level will be assigned to an Employee unless the supervisor advises the CPAC and requests revision of the position description and appropriate classification action.

Section 2. The Employer agrees that job descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their job description initially, as changes are made and annually.

Section 3. Each Employee shall be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the Employee may be accompanied by a Union representative, if requested. Grievances regarding unresolved matters in this context will begin at Step 1 of the negotiated procedures.

Section 4. When an Employee believes that the grade or classification of his position is incorrect, he may request in writing a review of the classification through supervisory channels. If not resolved within 20 days, the Employee may appeal in accordance with regulatory appeal procedures. When necessary to explain the basis for classification, the Employer will meet with the Employee. The Employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the Employee in connection with the appeal.

Section 5. Upon request, the Employer will furnish the Union a listing of competitive levels of all classifications within the unit.

Section 6. The Employer agrees to make fair and equitable distribution of duties falling among Employees covered by the same job description.

ARTICLE 24

PERFORMANCE EVALUATION

Section 1. Each Employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer's published policy.

Section 2. The Employer will discuss with the Employee his performance evaluation prior to making it part of the Employee's record.

Section 3. The Employer will establish guidelines and timetables to assist the Employees in improving their performance to a satisfactory level as outlined in applicable existing performance standards.

Section 4. Each Employee will be provided a copy of his annual performance evaluation no later than 45 calendar days from the end of the rating period.

Section 5. The Employee has a right to grieve his performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 1 of the Grievance Procedure and will be filed within 15 days of the employee receiving a copy of the performance evaluation.

Section 6. The Employer will counsel employees in relation to their overall performance on at least a mid-point basis and when the Employee's performance drops below a success level.

Section 7. In conjunction with annual performance appraisals, Employees are eligible to receive cash and/or time-off awards based on applicable laws, regulation, and applicable agency policies.

ARTICLE 25

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an Employee to a position other than his permanent position. A detail may be at an equal, higher, or lower grade than the Employee's permanent grade, for a specific period of time. An Employee need not qualify for the position to which detailed. Upon completion of the detail, the Employee returns to his permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an Employee. The duration of details will conform to the time limits established by regulations.

Section 3. All Employees will be fairly considered for details to a higher-grade position or a position with known promotion potential.

Section 4. The Employer agrees that the detail into a higher level or different line of work procedure shall not be utilized solely to afford certain Employees an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Nor will the assignment of such details be utilized as a reward or punishment.

Section 5. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to ensure that details are properly recorded and timely terminated.

Section 6. Noncompetitive details will normally be made from among employees within the directorate concerned. This does not limit the Employer's right to go outside the directorate as necessary.

Section 7. Details over 30 days will be documented in the employee's OPF with a SF 52 (or other appropriate form). When applying for a promotion, an Employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications. Details of (30) thirty days or less will be entered in the Employee's work folder maintained by the Supervisor. Upon request, the Employee will be provided a copy of the documentation.

Section 8. Employees detailed to a higher graded position will be temporarily promoted not later than the first pay period 30 days after the beginning of the detail, if qualified.

Section 9. A temporary promotion limited to 120 days may be made as an exception to competitive promotion procedures. This exception is not to be used to circumvent competitive promotion requirements by a series of temporary higher level assignments. Therefore, a competitive promotion procedure must be used if after completion of the period of service under temporary promotion, an Employee will have spent more than 120 days (prior service under details and previous temporary promotions included) in higher-grade positions during the preceding 12 months.

ARTICLE 26

MERIT PROMOTION

Section 1. The purpose of the Merit Promotion Plan is to ensure that permanent unit Employees are given full and fair consideration for advancement and to ensure selection from among the best qualified candidates.

Section 2. Vacancy announcements will be made available to Employees by means including but not limited to www.cpol.army.mil, CPAC Job Line (315) 772-6500, or visiting CPAC at C2-14 Bldg.10720 (Clarke Hall). The Employer will provide a copy of an announcement to an Employee upon request. The Local will also be provided an electronic distribution of vacancy announcements.

Section 3. Announcements for permanent positions will be open a minimum of seven (7) days and will indicate a closing date, unless the announcement is open ended. Announcements shall state any special skill or experience requirements and the location and organization of the vacancy.

Section 4. Employees are responsible for ensuring that their official personnel records to include resumes are up to date and contain all pertinent experience and education. Employees are advised that upon acceptance of a job offer from a competitive announcement their resume will be deleted from the system.

Section 5. Merit promotion actions for positions within the bargaining unit will be processed and made in accordance with this Agreement. Additionally, because 5 CFR §335.103 requires a local merit promotion plan, the parties agree that Northeast Region CPOC Regional Merit Promotion Plan, dated 16 September 2002, applies where it does not conflict with the Agreement.

Section 6. As a minimum, the area of consideration will include the activity or major organizational segment where the vacancy under recruitment is located plus applications received by the closing date of the vacancy announcement from the Department of the Army Employees with competitive status who are outside the minimum area of consideration (DA Voluntary Applicants). The Employer has the option of establishing an area of consideration larger than the minimum prescribed above if experience shows that those minimum areas fail to provide enough qualified candidates. When it does so, the Union will be notified. If there are Fort Drum candidates on the referral list, the selecting official will first consider these applicants.

Section 7. Employees may contact the CPAC if they require additional assistance with applications, or to report apparent problems with the system. To receive consideration, Employees must follow the specific application procedures listed in the vacancy announcement.

Section 8. The Employer will provide the Union President with an electronic copy of the referral list. The contents of the list will not be divulged unless necessary to conduct official business.

Section 9. The Employer will notify the Union President of the selection once the selected candidate has accepted.

Section 10. When an Employee is offered a position in another pay plan which results in a higher rate of pay due to comparison of representative rates, such an assignment is not subject to competitive promotion procedures. A promotion, however, voluntarily undertaken during a reduction in force to place an Employee who might be adversely affected must be made under competitive promotion procedures.

Section 11. Re-promotion to grades formerly held and intervening grades due to grade reduction through no fault of the Employee will be governed by the regulations in Program R of the Priority Placement Program.

Section 12. If an Employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the Employee must be considered for the next appropriate vacancy to make up for the consideration lost. The Employee may be selected for promotion to this vacancy in competition with others entitled to the same consideration. As an exception to competitive promotion procedures, an Employee is to be considered as many times under this provision as he or she failed to receive proper consideration.

Section 13. When a position has been upgraded because of the application of a new standard or to correct a classification error, the incumbent must be promoted non-competitively unless removed from the position through adverse action procedures if the incumbent meets legal and qualification requirements for the higher grade.

Section 14. If an Employee alleges that proper procedures were not followed, or that law or regulation was violated, or that they were not properly rated or ranked, that Employee may file a grievance under this Agreement's grievance procedure at step 2.

ARTICLE 27

REDUCTION IN FORCE, TRANSFER OF FUNCTION AND REORGANIZATION

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction-in-force, transfer of function, or reorganization.

a. Reduction-in-Force (RIF) means the release of an Employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days, or 22 workdays within one (1) year from the first day the furlough is to be effected, or reassignment requiring displacement for non-disciplinary reasons.

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The Employer will advise the Union in writing of any proposed Reduction-in-Force, Transfer of Function, Reorganization, or Directed Reassignment. At that time the Union may request bargaining.

Section 3. The Employer agrees that upon notification of the affected Employees of a reduction-in-force that the Employer shall consider imposing a freeze on positions in those series that are identified by the affected Employee's competitive level and for which he/she qualifies. In order to minimize the impact of reduction-in-force, the Employer agrees to consider filling existing vacancies, to the extent possible through placement of qualified Employees who might, otherwise, be affected by the reduction-in-force action.

Section 4. Adverse actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 2.

Section 5. An internal workforce adjustment/alignment exists when there is one or more excess filled positions in an organization resulting in Employees being reassigned.

Section 6. Internal workforce adjustments to avoid RIF through management directed reassignment will be implemented as follows:

- a. Neither reduction-in-force nor adverse action procedures will be used to effect placement.
- b. Employees will be identified in inverse seniority order by SCD. Ties will be broken according to the last four digits of social security number.
- c. Volunteers will be solicited from Employees by seniority to determine order of placement. When several volunteers qualify for the same position, the most senior volunteer will be placed first. If there are no volunteers, placement will be in inverse seniority order to a qualified Employee.
- d. First effort to place surplus Employees will be to vacancies within their directorates.

ARTICLE 28

EMPLOYEE RECOGNITION

Section 1. The Employer and Union recognize that Employees at all levels can make outstanding achievements and significant contributions to the mission. The Employer and Union agree that it is a mutual benefit to recognize Employees who make such achievements and contributions. Recognition including cash awards and time off awards will be accomplished in accordance with controlling regulations, and policies.

ARTICLE 29

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of Employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Employer will publicize job training opportunities and inform Employees of how to apply for training. The parties agree to stress to Employees the need for self-improvement and training to increase efficiency and output. Training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis as required by the Code of Federal Regulations.

Section 3. Employees will be given a full opportunity to compete for acceptance to the LEADER Program and if accepted, the opportunity to complete the requirements of the program.

Section 4. Supervisors will provide necessary on-the-job orientation training to assist a newly assigned Employee.

Section 5. The Employer will reasonably consider Employees' requests to enroll in job-related correspondence courses at the expense of the Employer. Duty time will not generally be permitted to complete those courses not required by the Employer. Failure to successfully complete such courses could result in that Employee being denied future courses.

Section 6. Each Employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

Section 7. The employer retains the exclusive right to determine necessary or mandatory training, its source, and the Employees who will attend.

ARTICLE 30

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist Employees whose job performance or conduct is adversely affected by personal problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for Employee problems.

Section 2. The Employer will consider the Employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

Section 3. Records created and maintained by the Employee Counseling Services Program in relation to an Employee's participation in the program are confidential. Such records will only be released outside the Program in accordance with law, which provides in part they will not be released to the Employee's supervisors without specific written consent of the Employee. Both the Union and Employer encourage Employees to self-refer themselves if they believe they are in need of the services of the Employee Counseling Services Program. Such self-referrals and the services provided are not reported to the Employee's supervisor unless the Employee consents to the release of the information. Appropriate leave should be taken when absent from the job site for counseling purposes.

Section 4. An Employee may seek assistance and counsel of the Employee Counseling Services Program without jeopardizing job or promotional opportunities.

Section 5. The Employer agrees to encourage Employees to seek assistance and, to the extent available, to counsel Employees upon their request, concerning personal finance and debt complaint matters, availability of the Civilian Counseling Center, and other programs that promote Employee well being. Employees may consult the Employee Assistance Counselor (or subsequent title) on duty time for the initial intake. Subsequent sessions, if deemed appropriate by the Employee Assistance Counselor, will be charged to appropriate leave. Employees seeking assistance will not suffer adverse consequences for doing so. While Supervisors may require verification of Employee attendance for purposes of accounting for duty time, confidentiality of Employee sessions will be maintained.

ARTICLE 31

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, or handicapping conditions in accordance with applicable laws and regulations.

Section 2. Employees who have a complaint that is not easily distinguished as clearly discriminatory and apart from a negotiated grievance procedure issue should first review Article 42 Sections 4 and 9 to avoid any possible dismissal of the complaint on the basis of untimeliness.

Section 3. An Employee who believes he has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within 45 days of the discriminatory act or of the Employee becoming aware of the discriminatory act. An Employee may have a personal representative of his choice, as provided by regulation, in pursuing an EEO complaint.

Section 4. The Union will be allowed a representative on any committee under the auspices of the Equal Employment Opportunity Office which may deal with matters affecting the bargaining unit.

Section 5. The Union will assist the Employer and the Equal Employment Opportunity Office in meeting objectives in equal opportunity. Where problems concerning discrimination arise within the bargaining unit, the Union is willing to assist in their resolution. Representatives of the Union and the Equal Employment Opportunity Officer will meet as often as they deem necessary relative to equal employment matters. Requests for such meetings will include the subject matter to be discussed.

ARTICLE 32

SUGGESTION PROGRAM

Section 1. The parties agree to promote participation of Employees in the suggestion program.

Section 2. Suggestions should be submitted directly to the Army Ideas of Excellence Program Coordinator, Directorate of Resource Management. The Employer will make suggestion forms available in each branch.

Section 3. When the suggestion reaches the evaluator, it will be evaluated promptly and returned to the DRM. The suggestor will be furnished interim progress reports upon request on the status of suggestions.

ARTICLE 33

SAFETY AND INDUSTRIAL HYGIENE

Section 1. It is agreed that comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

Section 2. The Employer will exert every effort to provide and maintain safe working conditions and industrial health protection for the Employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all Employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 3. The Union President may designate a safety specialist for the Union and a safety representative within each directorate where the Union holds exclusive recognition. These representatives will be invited to attend safety meetings held at directorate level. Safety practices of concern to these representatives will be brought to the attention of the Employer by arranging an appointment with management official(s) concerned. Section 4. When a safety and/or health inspector conducts a work place inspection, a Union representative shall be invited to participate. That representative shall have the opportunity to accompany the inspector(s) during the physical inspection both to support the inspection and to allow for such representative to be better informed of any existing or potentially unsafe or unhealthy working conditions.

Section 5. The Employer will consult with the appropriate designated Union Safety Representative on problems in his area.

Section 6. The Employer will provide First Aid training and CPR training to one Employee in each organizational element within the bargaining unit.

Section 7. The Employer agrees to furnish protective clothing and equipment required to safely perform required work. This includes prescription safety glasses and safety shoes or boots, as appropriate.

Section 8. The Employer will provide proper emergency medical support (first aid) for Employees on work status at Fort Drum to the extent feasible.

Section 9. As provided in Army Safety Regulations, the Employer shall investigate reported safety hazards and inform responsible parties to initiate corrections immediately if needed.

Section 10. The Employer will provide safe and adequate transportation for all Employees who are required to use government vehicles. Drivers of the government vehicles are to be instructed to limit the number of Employees seated in the vehicles to the capacity of the vehicle. Adequate seating and safety equipment will be provided before Employees are required to ride in government vehicles. Where material such as steel strapping, sledgehammers, or required work tools, equipment, etc., will constitute a safety hazard, such material will not be transported in the same vehicle with personnel unless properly secured.

Section 11. To the maximum extent practicable no Employee should work alone where a known hazard exists. The Employer agrees to make periodic checks to determine the well being of an Employee assigned to work alone in an isolated area.

Section 12. Employees shall have a clean, dry, heated, lighted and well ventilated area in which to eat their meal(s) and take breaks. Employees who utilize these areas are responsible for cleaning up after themselves. Employee break areas will be for Employers/Employees and invited guests only; break rooms will not be used as customer waiting areas. Break rooms will not be used for meetings, or classes during the Employees' scheduled breaks, or meal periods. The Employer will provide a coffee pot, refrigerator, and microwave and request vending services in Employee break rooms sufficient for the needs of the workforce subject to law, regulation, and availability.

Section 13. The steward will call to the attention of the Employer conditions in a work area which tend to become a hazard to the health or safety of Employees.

Section 14. The Employer agrees to provide adequate, clean toilet facilities as near to work sites as reasonable.

Section 15. Drinking water will be made available by the Employer in all work areas.

Section 16. An Employee may decline his or her assigned task because of reasonable belief that , under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 17. Whenever Employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to the Employees. An Employee should not be required to work on a job or machine with which he or she is unfamiliar with until the Employer has provided adequate training and instructions to safely perform the job. Such training may include instructions of proper work methods to be used and proper use of protective equipment.

Section 18. The parties recognize the temperature conditions in and around work areas can have a direct bearing on Employee comfort, morale, health and safety. In determining the stress that temperature extremes may place on individual Employees, the personal comfort and health of the Employee will be taken into consideration as well as related factors such as wind, chill factor, air flow, the work to be performed, and similar considerations. When the temperature in a particular

work area or site exceeds recognized standards for the type of work being performed, the Employer will take precautionary measures to reduce the risk to Employees exposed. For heat situations supervisors will monitor www.drum.army.mil and take appropriate action. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This section shall apply to both heat and cold exposure situations.

Section 19. Upon request, the Union will be provided copies of SOP and job safety breakdown sheets, if available, for jobs in the unit.

Section 20. On the day of injury, time spent receiving medical attention immediately following an on the job injury/illness is considered duty time for pay purposes (including overtime). Employer agrees to provide transportation to and from the medical facility consistent with existing agency policy which allows Employees to choose medical facility.

Section 21. The Commander further agrees that when weather conditions warrant, normal work areas shall be heated to a temperature consistent with the type of work being performed by the Employees therein as prescribed by HQ DA or higher level regulation. In emergencies, or in event of energy curtailment or breakdown of heating plants precluding temporary attainment of temperature standards in working areas, the Commander shall, consistent with HQ DA or higher level regulation, issue protective clothing, modify tours of duty, assign Employees to work in other areas, or grant annual leave or excused absence consistent with the CFR.

Section 22. Shorts may be worn so long as no detriment results to the Employee, no safety or health hazards are involved, they do not contribute to any disruption at the work site, and are appropriate based on the Employee's official duties. When worn, shorts will be neat, clean, and free of holes, will not be frayed at the edges, and will not be so short as to be considered inappropriate at the work site. Employees wearing shorts will be responsible to have access to normal length pants should they receive a duty assignment requiring the wear of pants.

a. Shorts may not be worn where the Employee is engaged in or in immediate proximity to the following activities: welding, soldering, sheet metal working, glass cutting, sawing, push mowing, mechanical weed/brush trimming. In addition shorts may not be worn when Employee is either using or in immediate proximity to hazardous materials.

b. Long sleeve shirts may also be required.

Section 23.

a. The Employer agrees to furnish two (2) pair of safety boots as appropriate. All safety boots must meet OSHA safety standers. As a minimum, all protective footwear must meet the American National Standard Institute (ANSI) Z41 with an impact rating of 75 (I-75) and compression rating of 75 (C-75). Safety boots must have a label or be stamped with ANSI Z41 (I-75/C-75) somewhere on the boot. Any additional specialty of the boot will have a certified identifier such as: Electrical Hazard (EH), Puncture Resistant (PR), Electro Static Dissipative (ESD) or (SD), Metatarsal Guard (M) or (MT), Waterproof (WP), Conductive (C) or (CD) and Insulated (IN). It is the responsibility of the supervisor to determine whether boots meet safety

standards. If the supervisor is unable to make the determination, the command safety staff should be consulted.

b. All authorized Employees, to include permanent, term and temporary employees on full time, part time or intermittent work schedules may procure safety boots from the Self Service Supply Center or the Shoe Mobile. Boots stocked at these facilities have been determined to meet applicable safety standards. An employee who wishes to procure boots from one of these sources will obtain approval from his immediate supervisor by demonstrating need (i.e. new employee hired into occupation requiring safety boots or current employee producing safety boots that require replacement). The employee indicated his choice (SSSC or Shoe Mobile) to the supervisor who will either make arrangements through the MICC for the Shoe Mobile to come to the work site or for the employee to go to the Self Service Supply Center with the unit credit card holder to procure the boots.

c. Permanent and term employees who are assigned to full time work schedules (40 hours per week) may elect to purchase and be reimbursed up to a maximum of \$200 per pair of safety boots/one pair per fiscal year and the Employee may receive one pair in accordance with 23a above. The supervisor is the approving official for purchase of safety boots. In order to qualify for reimbursement, boots purchased must meet all OSHA safety requirements as determined by the Employee's supervisor in consultation with the Command Safety Office. To secure reimbursement the Employee must provide a receipt or other proof of payment to the supervisor. In accordance with procedures published by IBO (16 July 1999 memorandum), the supervisor will provide the information to the appropriate personnel within three (3) days of receipt to ensure that the SF 1034 (Public Voucher for Purchases and Services other than Personal) is filled out and forwarded for reimbursement. The Employee will receive reimbursement within 30 days of submission of proper documentation. Duty time will not be authorized for the purchase of safety boots off the installation. d. Each full time permanent and term Employee must notify his supervisor in writing annually during the election period (1 Sept through 30 Sept) if he wishes to elect reimbursement for the upcoming fiscal year at any time during the fiscal year; however, once the Employee has claimed reimbursement, he is ineligible for replacement boots at government expense until the next fiscal year.

e. Any Employee who has a medical condition that requires prescription footwear will notify his supervisor and obtain a current prescription from his doctor. The supervisor will coordinate the request with the Command Safety Office and make the necessary arrangements to procure the boots.

ARTICLE 34

SPECIAL TOOLS AND EQUIPMENT

Section 1. The Employer will provide those tools and equipment as required for use by the Employee for the accomplishment of his duties, when authorized by the activity and funds are available. The Employees will not be required to furnish tools and equipment. Employees will be required to sign for any tool or equipment they have control over. Employees who are assigned or transferred, either voluntarily or by management direction, to another position where such tools and equipment are not required for the performance of his duties will be required to turn in same to the appropriate Accountable Officer.

Section 2. Locker space will be furnished to all permanent and term (non-intermittent) Employees by the Employer at or reasonably near the shop. When it becomes necessary to search personal belongings or Employee lockers a union official has the right to be present, unless an overriding exigency exists. This right does not extend to vehicle searches.

Section 3. Employees will not be held responsible for tools that are not locked up after the shift, if instructed by the supervisor that the oncoming shift must utilize the same tools. In addition, locker space or a suitable container will be supplied to secure tools and equipment that is signed for by the individual Employee.

ARTICLE 35

WORKERS' COMPENSATION

Section 1. Employees will be advised at time of appointment of their rights and responsibilities concerning job-related illness or injury.

Section 2. An Employee suffering an on-the-job injury that results in absence from duty over an extended period of time should contact the local Office of Worker's Compensation Program (OWCP) Point of Contact to obtain information on pay options available under the Federal Employees Compensation Act.

Section 3. When an Employee designates in writing a Union representative, in accordance with Article 8, section 7, to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the Employee is entitled to review to the extent consistent with OWCP regulation.

Section 4. The Employer will take appropriate action to expedite paperwork associated with Workers' Compensation claims.

ARTICLE 36

PARTNERSHIP

Section 1. The parties shall have a Partnership Council.

Section 2. Issues of concern to the Union not covered by the CBA will be initially raised by the Union to the Partnership Council.

Section 3. The Partnership Council will use a unanimity approach.

Section 4. Either party may refer the matter to traditional negotiations pursuant to Article 4, if unresolved.

ARTICLE 37

CHARITABLE ACTIVITIES

The parties recognize the importance of Employee participation in authorized charitable fund-raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon Employees to participate.

ARTICLE 38

WAGE SURVEY

The parties agree that coordinated wage surveys will be conducted in accordance with OPM Operating Manual, Federal Wage Systems, as established by OPM Provisional Notice 532-19, dated December 2, 1994, as added to and amended by OPM. Union representatives will be granted official time and travel and per diem to participate in Wage Surveys. The Union agrees to nominate data collectors and committee members so that individual organizations are not excessively burdened and mission accomplishment is not compromised.

ARTICLE 39

TECHNOLOGICAL DEVELOPMENTS

Section 1. The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the installation and require the cooperation of the Employer and Union in the development of new skills and the orderly introduction of new equipment and new processes.

Section 2. Consistent with manpower requirements, it shall be the responsibility of the Employer to assure the continuing proficiency of Employees in their assigned positions and to provide the means and facilities to furnish such training, provided funds are available.

Section 3. The employer will continue to support the training and career development of Employees as provided in regulations. In addition, the Employer will provide Employees, within requirements and funding constraints of the Employer, opportunities to improve their respective occupational and career fields through a variety of training and educational resources, rotational assignment, and special projects, when practicable. The term "training" is defined as the process of providing for, and making available to, an Employee, and placing or enrolling such Employee, in a planned, prepared, and coordinated program, course, curriculum, subject, or routine or instruction or education, in scientific, professional, technical, mechanical, trade, clerical, administrative, or other fields, which are, or will be, directly related to the performance by such Employee of official duties for the Employer, in order to increase the knowledge, proficient, ability, skill and qualifications of such Employee in the performance of official duties.

ARTICLE 40

CONTRACTING STUDIES

Section 1. The Employer agrees to consult openly and fully with the Union regarding any proposed action taken under OMB Circular A-76 and any other authority (herein after A-76) to study or contract out existing functions which have bargaining unit positions.

Section 2. The Employer will provide to the Union relevant and pertinent information concerning all cost studies (for actions covered under Section 1), specifically: the invitation for bid, request for quotation or request for proposal; abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to performance work statements; all bidder questions and Employer answers related to the performance work statement. In addition the Employer agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance,

advice, counsel, or training provided for management officials or supervisors. Information which will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will compromise the procurement process.

Section 3. The Union will be represented by one of its officials on the Commercial Activities Working Group. The Employer will afford the Union the opportunity to be represented on other committees and steering groups (except the Source Selection Committee) involved in the conduct of any portion of an A-76 cost study, subject to the understanding certain committees and steering groups will receive and be bound not to release sensitive procurement information. The parties acknowledge the importance of continuity in membership on committees and working groups. The Union representative named to each group will have the authority to speak for the Union. The Employer will afford the Union the opportunity to participate in any "walk through" of bidders of a function undergoing cost study.

Section 4. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Article, on matters which may adversely affect bargaining unit Employees. These briefings may include representatives of other Unions and other management personnel. Briefings will be held with adversely affected Employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

Section 5. Union representatives will be afforded the opportunity to receive the same training as equivalent management participants for training to be held in the future.

Section 6. The parties shall negotiate upon request other aspects of contractual work to the extent required by governing regulations. The parties recognize that A76 procedures and actions are not subject to negotiated grievance procedures.

Section 7. The parties agree that Employees are responsible to ensure their position descriptions reflect regular and recurring duties that meet or exceed 10% of overall duty time.

ARTICLE 41

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Both parties agree the Employer has the right and obligation to administer disciplinary actions for just and sufficient cause that will promote the efficiency of the federal service. The Army table of penalties and offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties.

Section 2. All disciplinary actions will be processed in accordance with applicable regulations and in a timely manner, and the Employees shall be afforded all rights and privileges provided therein. The Employer agrees to conduct an investigation before taking any formal disciplinary action, if warranted by the nature of the offense. If the nature of the offense doesn't warrant investigation, the reasons should be made available if requested. The results of the investigation should show just cause for the action. If during the course of the investigation the Employee is questioned, the questioning will be accomplished in accordance with Title 5 Section 7114 (2) (B). All disciplinary action must be supported by a preponderance of evidence. Section 3. For the purpose of this Article, the term disciplinary action is defined as a suspension of an Employee for 14 calendar days or less, or a letter of reprimand. Disciplinary actions are grievable through the negotiated grievance procedure.

Section 4. An Employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. A reasonable time, not less than 10 calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;
- c. Be represented by the Union or otherwise in accordance with 5 USC 7503.
- d. A written decision and specific reasons therefore; and
- e. A reasonable amount of duty time to consult with a representative, gather evidence, and prepare a response.

Section 5. For purposes of this Article, the term "adverse action" applies to:

- a. A removal;
- b. A suspension for more than 14 calendar days;
- c. A reduction in grade;
- d. A reduction in pay;
- e. A furlough of 30 calendar days or less.

A furlough is defined as a temporary non-pay status and absence from duty required by the Employer because of lack of work or funds, or for other non-disciplinary reasons.

Section 6. An Employee against whom an adverse action is proposed is entitled to:

- a. At least 30 calendar days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed or the action is specifically excluded by OPM regulation;
- b. Not less than 15 days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. A written decision and the specific reasons therefore at the earliest practicable date;
- d. Be represented by the Union; or otherwise in accordance with 5 USC 7513.
- e. A reasonable amount of duty time to consult with a representative, gather evidence, and prepare a response; and
- f. Notice of appeal rights.

Section 7. The Employer will inform the Employee in the decision letter of grievance and/or appeal rights.

Section 8. Grievances contesting the propriety of a disciplinary action must be filed by the affected Employee not later than 15 days after receipt of the decision letter at Step 3 of the Negotiated Grievance Procedure. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

Section 9. Prior to offering an Employee alternative discipline or last chance agreement, the Union will be notified and given an opportunity to be present at any meeting in which the Employee is offered such an agreement.

ARTICLE 42

GRIEVANCE PROCEDURES

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit Employees covered by this agreement may present a grievance which may be processed with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the grievance meetings. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances. A grievance is defined as any complaint:

- a. By any unit Employee concerning any matter relating to the employment of the Employee;
- b. By the Union concerning any matter relating to employment of unit Employees;
- c. By any unit Employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of this Agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. The following are excluded from coverage of this grievance procedure:

- a. A claimed violation of prohibited political activities.
- b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, U.S. Department of Labor.
- c. A suspension or removal under 5 USC 7532 (national security).
- d. Any examination, certification, or appointment of candidates for federal employment.
- e. The classification of any position which does not result in the reduction in grade or pay of an Employee.

- f. Non-selection for promotion from a group of properly ranked and certified candidates.
- g. Termination of probationary Employees.
- h. Matters appealable to the Merit Systems Protection Board.
- i. Equal Employment Opportunity Complaints.

Section 5. Grievances may be initiated by: (a) Employees (either individually or jointly), (b) the Union, or (c) the Employer. Regardless of Union membership, Employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An Employee or group of Employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 6. If two or more Employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the Employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 7. Reasonable official time will be granted to aggrieved unit Employees, and to the appropriate Union representatives, to investigate and prepare grievances. Official time will be granted to present a grievance through this Negotiated Grievance Procedure.

Section 8. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved Employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein. Failure of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance being advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union.

Section 9. A grievance by the Employee, Union, or the Employer shall be filed within fifteen (15) days of the occurrence or awareness of the incident being grieved, except for extenuating circumstances, such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

Section 10. Employee grievances shall be processed as follows:

Step 1. An Employee shall first take up his grievance with his immediate supervisor orally or in writing (at the Employee's discretion). The Employee may choose to have a Union representative. The following should be discussed but not limited to;

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved, and;
- c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will render his written decision or findings/conclusions to the Employee within seven (7) days of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the Employee may submit the grievance for further consideration by filing his written, signed grievance within fifteen (15) days of receipt of the Step 1 decision to the Garrison Director or NEC Division Chief. This grievance shall clearly identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The corrective relief sought; and
- d. The date of receipt of the Step 1 decision.

Representatives other than step 1 decision maker of the Employer will meet with the aggrieved Employee and his Union representative(s) to discuss the grievance within fifteen (15) days. If no representation is to be used, the Union will be notified of the time and place of the meeting in advance so it may have an observer present. A memorandum of the discussion will be prepared by management briefly summarizing the grievance, the consideration accorded it, the conclusions reached and the course of action decided upon. The memorandum of decision of the Director/designee will be provided within fifteen (15) days of the meeting. This decision will be final unless the Employee or the Union proceed to the 3rd Step of the Grievance Procedure within fifteen (15) days from receipt of the written decision at the 2nd Step.

Step 3. Should resolution not occur at Step 2, the Employee or Union may submit the grievance for further consideration by filing his written grievance within fifteen (15) days of receipt of the Step 2 decision to the Garrison Commander, **Deputy to the 406th AFSB Commander**, or NEC Director with a courtesy copy provided to the LRO. This grievance shall clearly identify:

- a. The basis for the grievance;

- b. The date of the occurrence of awareness of the incident being grieved;
- c. The corrective relief sought; and
- d. The date of receipt of the Step 2 decision.

Representatives other than step 1 and 2 decision makers, of the Employer will meet with the aggrieved Employee and his Union representative(s) to discuss the grievance within fifteen (15) days. The Garrison Commander, Deputy to the 406th AFSB Commander, or NEC Director or their designee will render a written decision within fifteen (15) days from the date of the meeting.

Section 11. Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance within fifteen (15) days of receipt of the grievance. The President shall issue a written decision within fifteen (15) days of the meeting.

Section 12. Union grievances shall be filed in writing with the Garrison Commander, Deputy to the 406th AFSB Commander, or NEC Director by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance within fifteen (15) days of receipt of the grievance. The Garrison Commander, Deputy to the 406th AFSB Commander, or NEC Director or designee shall issue a written decision within fifteen (15) days of the meeting.

Section 13. The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within fifteen (15) days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

Section 14. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Employer in keeping with Article 43, ARBITRATION.

Section 15. Grievability or arbitrability issues must be raised in writing not later than fifteen (15) days after arbitration is invoked.

ARTICLE 43

ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within ten (10) days of receipt of a final decision.

Section 2.

a. Within seven (7) days of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking arbitration will initially pay the appropriate fee. The fee will be split if there is a split decision. The losing party shall otherwise be responsible for the fee. The parties shall meet within seven days after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. The party invoking arbitration shall strike first. The parties agree to jointly request that the arbitrator hold a hearing within 45 days of accepting the case. The parties may mutually agree to extend this timeline.

b. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from FMCS.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an Arbitrator, or;
- b. upon inaction or undue delay on the part of either party.

Section 4. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at Arbitration.

Section 5. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday). All Employee participation in the hearing shall be in a duty status. Transcripts if kept, which are requested by the agency will be provided to both parties at agency expense. If requested by the Union, transcripts will be paid equally by each party. Section 6. The Arbitrator will be requested to render his decision within 30 days after the date of the hearing. If both parties so agree, the dispute may be decided upon written submissions only.

Section 7. The parties will in good faith attempt to define the issue and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached each party will submit their issues to the arbitrator who will then determine the final wording of the issue.

Section 8. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 9. The parties will normally exchange their lists of witnesses and copies of exhibits prior to the schedule hearing date.

Section 10. If an Employee prevails, he may be entitled to back pay as provided in 5 USC 5596.

ARTICLE 44

TRAVEL

Section 1. The Employer has the right to require Employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws and regulations.

Section 2. Issuance of travel orders, Government credit cards, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations. Employees who submit a travel voucher within the specified timelines will not be required to repay a government credit card company prior to reimbursement for travel by the Employer.

ARTICLE 45

ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. Environmental Differential Pay (EDP) will be paid in accordance with 5 CFR 532.511.

Section 2. Assignments to perform hazardous duty will be equitably distributed within the organizational element where hazardous work is being performed. Environmental (hazard) pay records will be made available to the Union in accordance with 5USC 7114(B).

ARTICLE 46

COMMITTEE MEMBERSHIP

Section 1. The Union will be included in but not limited to the following as full members:

- a. Garrison Executive Council (at the Commander's discretion);
- b. Special Emphasis Program and Committees;
- c. Organization Partnership Council;
- d. Safety Committees/Councils (involving areas where bargaining unit members work);
- e. Training Committee;
- f. Wage Survey Committee.

Section 2. Strategic Planning Initiatives.

Both parties agree that Union involvement in the strategic planning process that affects Employees is beneficial to the successful deployment of these initiatives. The Union will be provided a copy of the final Army Performance Improvement Criteria (APIC) local assessment to the extent releasable under 5 U.S.C. 7114(b). The Union will be afforded the opportunity to attend any local conference or meeting at which the outcome of the assessment is presented. Any fundamental changes made to APIC procedures will be subject to impact and implementation bargaining.

Section 3. Workplace Violence Committee.

The Union will be included in the Committee as a full member with the ability to attend all meetings called in response to incidents involving bargaining unit Employees.

ARTICLE 47

SUBSTANCE ABUSE/TESTING

Section 1. The Employer and the Union agree that substance abuse is serious and treatable and that rehabilitation of substance abusers is in the public interest. The Employer agrees that administration of its Alcohol and Substance Abuse Prevention and Control Program (to include drug testing) will be done in compliance with law. Both the Employer and the Union strongly support the goal of a drug-free work place.

Section 2. The Employer and the Union agree that they are not concerned with an Employee's use of legal substances except as it affects the Employee's performance, attendance, interpersonal relationships at work, or the efficiency of the service. This is not meant to preclude informing Employees of the availability of Civilian Counseling Services at any time. Neither the Employer nor the Union condones Employee drug activity, which is contrary to law. In cases where misuse of licit or illicit substances impairs an Employee's job performance disciplinary action may be appropriate.

Section 3. No Employee will have job security or promotion action jeopardized by a request for counseling or referral assistance except in certain instances in which the Employee occupies a sensitive position. Following the request, should the Employer determine that the sensitivity of a position is so great that an incumbent substance abuser could have an adverse effect on safety, security, or other compelling factors, the individual will be assigned appropriate duties, temporarily detailed, or granted leave for rehabilitation purposes. Nothing in this section is to be construed as adversely affecting the Employer's right to take appropriate action based on an Employee's poor job performance or misconduct.

Section 4. The Employer and the Union recognize the need of the substance abuser for assistance and are committed to assisting interested Employees to find such assistance. The Employee(s) shall be afforded the right to have Union representative(s) present at substance abuse counseling by a supervisor, when requested by the Employee.

Section 5. Drug and alcohol records of Employees will be kept strictly confidential, in accordance with public law.

Section 6. The Employer and the Union encourage Employees who suspect they may have substance abuse or other related personal problems to voluntarily seek assistance and information as early as possible.

Section 7. Counseling and rehabilitation services will be offered to family members of Employees with substance abuse problems and offered to Employees who have family members with substance abuse problems, subject to availability of ADAPCP clinical services.

Section 8. In the event that drug testing is required (other than random sampling of Employees in the drug-testing program), the Employer shall inform the concerned Employee(s) in writing, of each of the following:

- a. How the Employee was selected for the test; e.g., suspicious behavior, pursuant to an investigation, etc.
- b. Of the opportunity for the submission of supplemental medical documentation to support the legitimate use of a specific drug;
- c. Of the availability of drug-abuse counseling and referral services available through the Civilian Counseling Services to which he can voluntarily submit to at any time, including after the test and prior to the return of the results, without reprisal;
- d. The right to Union representation concerning the matter after the test is imposed, subject to limitations imposed by law, rule, or regulations.

Section 9. The Employer agrees that the results of a confirmed positive drug test (that is after confirmation by the Medical Review Officer) may result in a number of management decisions or options; these may include, but are not limited to, leaving affected Employees in their assigned positions, temporarily assigning such Employees to other duties, placing Employees on administrative leave, placing Employees in some other appropriate status, or initiating disciplinary action up to and including removal. Employees who are assigned to other positions or granted administrative leave may be returned to their original position following successful completion of an appropriate treatment program and determination that the Employee no longer poses a danger to health, safety or security.

Section 10. Employees whose tests have been confirmed positive will be notified in writing of the opportunity to be referred to the Civilian Counseling Services for counseling and/or rehabilitation. If the Employee chooses to participate in the program, the Employee will be subject to unannounced testing only during the period of treatment. After treatment is completed, the Employee will be subject to testing only as otherwise required for their position.

Section 11. The Employer will strive to place an Employee, after successful completion of rehabilitation, in the same or similar position occupied before the problem occurred unless sound reasons exist for alternate assignment.

Section 12. Regardless of the test results, the Employee has a right to receive, upon request, copies of all records and related documentation concerned with the drug abuse test.

Section 13. Regarding the Department of Transportation (DOT) regulation pertaining to Employees whose position duties require them to obtain and maintain a Commercial Drivers License (CDL), the parties agree to the following:

- a. If an Employee receives a positive test result for alcohol that indicates a Blood Alcohol Content (BAC) of .02 to .039, the first line supervisor will be notified. The supervisor will arrange transportation for the Employee back to the worksite. The Employee will be placed in a Leave Without Pay (LWOP) status until he/she returns for a retest 24 hours later and is cleared for duty. If the Employee requests to use annual leave instead of LWOP until the retest, the leave will be granted. Employees who test at .02 or higher will not be allowed to drive on the installation. It will be up to the Employee to arrange transportation off the installation. The Employer is under no obligation to provide such transportation.
- b. An Employee whose test results are between .02 and .039 will report to the ASAP building for retesting 24 hours after the initial test. If the Employee's BAC is within acceptable limits at that time, he/she will be provided a memorandum clearing him/her to return to work.
- c. Employees whose test results are between .02 and .039 twice within the same calendar year will receive a mandatory referral to the Fort Drum Army Substance Abuse Program for evaluation. Evaluation by an Employee Assistance or Substance Abuse professional will not be charged to leave. If the Employee is referred for ongoing treatment for substance abuse, he/she will be required to request the appropriate leave.
- d. Employees whose test results are above the acceptable limits for performance of assigned duties (BAC of .02 or higher) are subject to disciplinary action up to and including removal from Federal Service.

ARTICLE 48

ENHANCED SECURITY MEASURES

Section 1. The Garrison Commander will determine when security conditions warrant activation/deactivation of this article and will so notify the parties.

Section 2. The parties recognize that entrance to the installation may be slowed due to security measures in place and that extensive lines may exist during a heightened state of security. The parties further recognize that one purpose of security measures is to ensure Employee safety and that authority for all issues concerning traffic management and establishing and maintaining control of access to the installation resides with the Garrison Commander. Accordingly, the parties will work together to ensure Employee safety is not jeopardized due to necessary security measures.

Section 3. Management will use all practical means to ensure that lines at the gates move as quickly as possible to deter lines from extending onto public highways. This may include such things as, but may not be limited to: using all lanes during peak traffic times (normally 0600-0800 Monday through Friday), using multiple personnel in each lane to check more than one vehicle at a time, allowing Employees to use the commercial vehicle lane if there are no commercial vehicles ahead of them and adjusting Employee work schedules.

Section 4. While this article is activated, garrison and respective tenant activity supervisors/managers may direct that Employees' work schedules be modified to avoid starting times between 0545 and 0729 hours, Monday through Friday, consistent with mission requirements. A supervisor may also direct an Employee to adopt an alternate work schedule. However, upon notice that the heightened state of security is terminated, the Employee's work schedule will revert to what it was prior to the directed change. The supervisor will consider an individual Employee's request for exception to a directed schedule change if the Employee presents compelling evidence of the need for an exception. Employees may also request to alter their scheduled start times to alleviate gate traffic between 0545 – 0729 hours, Monday through Friday. Supervisors are strongly encouraged to approve such requests consistent with mission requirements and provisions of negotiated agreements regarding tours of duty.

Section 5. Consistent with negotiated agreements on telework, Employees may be allowed to complete work at home or other alternate locations in order to alleviate gate traffic between 0545-0729.

Section 6. An Employee who believes they have identified an imminent danger situation has the right and the responsibility, on duty time, without interference from the Employer, to report the matter to such entities as the Safety Office, Commander's Hotline, Union, OSHA, and the Directorate of Emergency Services (DES).

Section 7. Management agrees to provide to the Union, and to Employees upon request, procedures to be followed to submit a claim if an Employee believes that they or their vehicle have suffered harm, damage, or loss that they would not have suffered had they not been in line to enter the installation. It is understood that knowledge of claim procedures does not ensure that claims will be approved.

Section 8. Directorate of Emergency Services (DES) will work with outside law enforcement agencies to minimize dangerous driving practices on public roads leading to Fort Drum access points.

Section 9. Gas Alley (Oneida/Ontario Avenue) will be maintained in a safe condition. When it is necessary to block lanes of Gas Alley due to rail load operations or for other reasons, Management will work to ensure that only the amount of road necessary is blocked off or marked for reduced speed.

Section 10. The parties recognize that the provisions of this agreement are designed to help mitigate any adverse impact associated with waiting in line on public highways to enter Fort Drum. The parties also recognize that there will be instances where, despite these provisions, the lines extend onto public highways, and that Employees are not required to subject themselves to imminent danger.

Section 11. Where it is necessary to restrict the use of existing parking spaces in close proximity to buildings and when these restrictions result in loss of handicapped parking spaces, an equivalent number of available parking spaces, as close to the building as permissible, will be re-designated for handicapped parking whenever possible. Building managers of high-risk target (HRT) buildings with civilian Employees should address this matter in their standoff parking plans.

ARTICLE 49

DEPARTURE/ARRIVAL AIRFIELD CONTROL GROUP

Section 1. D/AACG is a mission managed by the Directorate of Logistics. Employees who participate in this mission should be assigned on a rotational basis based on volunteers who have the skills that the employer is seeking. If and when it becomes mandatory to assign Employees to a D/AACG mission because of a lack of skilled volunteers the employer will abide by the CBA.

Section 2. Employees assigned to D/AACG will have the duties annotated in the Supervisor's Employee work folder. Section 3. The official document for verification of D/AACG hours worked will be in and out log completed on site by Employees. A copy will be provided by the D/AACG Leader to each participant's timekeeper.

ARTICLE 50

COMMERCIAL DRIVERS LICENSE (CDL)

Section 1. As the Employer determines that a CDL will be required for encumbered positions, the Employer agrees that:

a. The Employer will provide a government vehicle and driver for only two (2) tests. After that, obtaining a vehicle and driver is solely the Employee's responsibility. Each Employee will be provided up to eight (8) hours total duty time to take the tests. The Employer agrees to attempt to schedule appointments at the testing station for the Employee;

b. Current Employees will be provided training during duty hours and allowed three (3) months from the date of determination that a CDL is required to obtain the required license and endorsements. New Employees hired will be required to have the appropriate CDL upon entering on duty.

Section 2. Loss of license situations will be considered on a case by case basis. If the individual loses the CDL and cannot obtain an occupational CDL, the Supervisor may consider detailing the Employee to another position, reassigning to a position that does not require a CDL, or offering a voluntary change to a lower graded position. Section 3. It is the intent of the parties to implement CDL legal requirements in order to allow the Employer to accomplish its mission. It is not the intent of the parties to place unnecessary burdens or requirements on any Employee. All Employees required to have a CDL will be provided necessary medical evaluations at the Employee's request.

ARTICLE 51

CUSTODIAL SERVICES

Section 1. The parties recognize the possibility that the Employer may, because of fiscal constraints, be required to terminate custodial maintenance contracts in whole or in part. If such a decision is made, prior to termination, the parties will negotiate the Appropriate Arrangement and Procedures (AA&P).

Section 2. When the Employer relocates Employees it will ensure that the gaining facility has custodial support equal to that of the prior location. If this is not possible due to legitimate fiscal restraints, service delivery levels, or facility designation, the Union will be afforded its opportunity to bargain as part of the relocation Appropriate Arrangement and Procedures (AA&P).

ARTICLE 52

MISCELLANEOUS

Section 1. The Employer will furnish the Union a listing of unit Employees monthly. Listings will include each Employee's name, grade, appointment category and organizational identifier.

Section 2. The Employer will provide the Union a copy of proposed changes to the Department of Army/DoD Civilian Personnel Regulations that affect conditions of employment prior to implementation.

Section 3. The Employer will provide parking places for Employees reasonably near to the work area. Where outdoor electrical outlets already exist and are available in approved and authorized areas, they may be used by Employees for providing power to engine warming devices.

Section 4. Smoking.

Smoking is prohibited in any Government vehicle, building, or main entryway to a building. The parties shall jointly identify outdoor areas where Employees may smoke. The areas shall meet the following criteria: they shall provide overhead coverings; they shall be reasonably accessible to Employees' work sites; and they shall meet safety, health, and security concerns. Any disagreements as to the areas identified should be resolved through grievance arbitration. Permanent Employees may attend one smoking cessation class per calendar year at no cost to them and on duty time.

Section 5. Time will be allowed, consistent with the nature of the work performed, for Employees to change and clean-up prior to the eating period and at the end of the work day or following work which causes the Employee to become unusually dirty. This provision does not allow Employees to leave the work site prior to the end of the normal workday.

Section 6. The following is hereby entered into concerning the Defense Civilian Pay System (DCPS) as follows:

- a. Employees will be assisted with pay issues as outlined in this section.
- b. Employees or their representative will be allowed to contact the directorate point of contact to resolve problems experienced with DCPS. If the problem concerns an incorrect receipt of pay, the Employee shall first contact their immediate supervisor. If not resolved, the Employee may contact the CSR at CPAC who will attempt to resolve the problem without delay. If no satisfactory resolution is received, the Employee may contact the supervisor of the CSR. Employees will be allowed duty time (subject to supervisory approval) and the use of the government telephone to contact the directorate POC or CSR. For problems other than pay issues, Employees should contact the directorate POC prior to the CSR. Attempts to resolve the problem should be completed as expeditiously as possible. Employees will be notified when the problem has been resolved.
- c. Employer agrees to abide by the DoD Financial Management Regulation (currently found in Volume 8, Chapter 1) as it pertains to reimbursement for erroneous charges and/or Government errors.

Section 7. Health Promotion.

The Parties recognize that physical fitness programs contribute to increased productivity, improved morale, and enhance the greater ability of Employees to cope with stressful situations. The Employee and Employer shall work together to adjust work schedules to permit exercise where possible. Such adjustments shall be consistent with workload and mission requirements. The Parties agree that the Fort Drum Partnership Council is the body that currently establishes and governs Fort Drum Civilian Employee Physical Fitness Programs. Should this be discontinued the Parties agree to form, within six months, a Physical Fitness Committee at the local level. The committee should be formed so as to fairly represent all Employees. The Union may designate a representative to serve as a member of the committee.

Section 8. All bargaining unit Employees may be granted access to and use of MWR patron facilities and services, and military dining facilities (non-meal card holder rate) in accordance with law, regulation and local policy.

Section 9. All bargaining unit Employees may be granted access to AAFES facilities in accordance with law, regulation and AAFES policy. Section 10. When a memorial is held on post during Employee duty hours, Employees may be released to attend without charge to leave, subject to Supervisory approval based on mission requirements.

Section 11. Employees are encouraged to carpool to work. Supervisors will, to the extent reasonable and consistent with mission accomplishment and provisions of negotiated agreements regarding tours of duty, consider Employees request to adjust their work schedules to facilitate carpooling. Management may also be pro-active in this endeavor by supporting employees' efforts to find other Employees who are interested in carpooling.

ARTICLE 53

AGREEMENT PUBLICATION, DISTRIBUTION AND INFORMATION

Section 1. The Employer agrees to reproduce and provide a copy of this agreement for every permanent and term bargaining unit Employee. Initially the Union shall be provided fifty copies of the agreement, and may request additional copies as needed. Distribution of the agreement to bargaining unit members is the responsibility of the Employer. All new permanent and term bargaining unit members shall receive a copy of the agreement as part of their in-processing. The contract link will be available on the Fort Drum website (www.drum.army.mil).

Section 2. The Employer agrees to announce semi-annually in “The Mountaineer” the publication of a negotiated agreement and supplements thereto. Announcements will inform Bargaining Unit Members that copies of agreements are available from the local CPAC and/or the Union.

Section 3. The Union shall have the right to proof read the galley proof copy or desktop publishing copy prior to going to press and shall initial the copy for record purposes.

Section 4. Employees will be afforded the opportunity to attend a briefing on the new contract for the purpose of helping Employees understand the basic terms of the contract. There will be briefings of sufficient number and duration to cover the entire contract and its changes conducted by the Union and the LRO at facilities agreeable to both parties.

Section 5. Orientation for new Employees.

- a. Each new Employee shall receive new orientation upon beginning employment. Each will be provided the website address for the Agreement.
- b. The Union will be afforded up to one hour to address new Employees.
- c. Each Employee will receive orientation from their Supervisor within three days of reporting to the work site. The orientation will include information on the supervisory chain and other information specific to the worksite. The Employee and Supervisor will sign the orientation checklist to signify that the information has been provided.

ARTICLE 54

DURATION AND CHANGES

Section 1. This agreement shall remain in full force and effect for a period of three years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This agreement is subject to reopening:

- a. By mutual consent of the parties concerned.
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this agreement shall continue in effect until a new Agreement is affected.

Section 4. Pursuant to Article 3, Employer will endeavor to provide Union in a timely manner with all changes to published agency policies and regulations required by law or by regulations of appropriate authorities that bear on this agreement.

The parties agree to and enter into this Collective Bargaining Agreement between Headquarters, 10th Mountain Division (Light Infantry) & Fort Drum, and Local R2-61, National Association of Government Employees.

FOR THE UNION FOR THE EMPLOYER