

Negotiated Agreement  
between  
US Army Recruiting Battalion Cleveland  
and  
American Federation of Government Employees  
Local 3283

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## PURPOSE

*This Agreement between United States Army Recruiting Battalion (USARB Cleveland) and American Federation of Government Employees Local 3283 (AFGE), herein referred to as the "Agency" and the "Union," respectively, was achieved through cooperative, interest-based negotiations. Traditional styles of position-based bargaining and posturing were discarded in order to explore common interests and concerns. We began by acknowledging our mutual interest in and commitment to supporting the mission and the recruiters of USARB Cleveland.*

*We recognize that the dedicated, professional, and concerned employees of USARB Cleveland are the means for providing effective and ever improving recruiter support. We seek, through this Agreement and the process of its achievement, to foster a continuing attitude of partnership and cooperation in our workplace. We strive to improve the working conditions of our employees, enhance the harmony between family and work life, and create a productive and progressive labor relations process.*

*We share a desire that USARB Cleveland serve as a model workplace for United States Army Recruiting Command. We intend that the process of trust and mutual respect by which this Agreement was forged will set an example for other organizations to follow. We will promote a simple and just means for resolving disputes and misunderstandings, provide an effective mechanism for articulating employee concerns through their Union, and foster open and effective communication throughout USARB Cleveland.*

*Through this Agreement, we intend to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. With respect for one another, we will work together to support the mission of USARB Cleveland.*

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**ARTICLE 1  
UNITS OF RECOGNITION**

**SECTION 1 - EXCLUSIVE REPRESENTATIVE**

AFGE Local 3283 is recognized as the exclusive representative of all employees in the units described in Section 3, entitled to act for and negotiate agreements covering all employees in the unit. The Local recognizes its responsibility to represent the interest of all such employees without discrimination and without regard to union membership.

**SECTION 2 - REPRESENTATION**

AFGE Local 3283 representing USARB Cleveland employees 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 conditions of employment.

**SECTION 3 - RECOGNIZED UNIT - USARB Cleveland (Local 3283)**

INCLUDED: All nonprofessional general schedule and wage grade employees of USARB Cleveland.

EXCLUDED: All management officials, supervisors, professional employees, and all other employees described in Chapter 71 of 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**SECTION 4 - CHANGES TO UNIT**

Either Party will notify the other of any proposed changes in the inclusion or exclusion of any employee(s) from the unit. The Parties will meet upon request to discuss any proposed changes prior to the filing of a petition with the FLRA for certification.

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**ARTICLE 2  
GOVERNING LAWS AND REGULATIONS**

## **SECTION 1 - GENERAL**

We acknowledge that we are governed by all applicable Federal laws, including those in effect on the effective date of this Agreement and those that are subsequently enacted. We further acknowledge that we are governed by all applicable Government-wide, Department of Defense (DoD), Department of the Army (DA), and U.S. Army Recruiting Command (USAREC) regulations in effect at the time this Agreement is executed. The Agency agrees to enforce all provisions under Chapter 71 of 5 U.S.C., The Federal Service Labor Management Relations Statute, but the Agency will not enforce any Government-wide rule or regulation promulgated after the effective date of this Agreement which is in conflict with the provisions of this Agreement unless such rule or regulation is properly subject to the provisions of 5 U.S.C., 7116(a)(7).

## **SECTION 2 - REGULATIONS**

It is agreed that those items in any new DoD, DA, or USAREC regulations that require mandatory action will be implemented as soon as practical following impact and implementation bargaining, if any.

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## **ARTICLE 3 EMPLOYEE RIGHTS**

### **SECTION 1 - GENERAL**

Each employee has the right freely and without fear of penalty or reprisal to form, join, or assist the Union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to acting in the capacity of a Union representative including presentations of its views to officials of the Agency, the Executive Branch, the Congress, or other appropriate authority. We agree to assure that employees are apprised of their rights under this Article and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

### **SECTION 2 - EMPLOYEE RIGHT TO PARTICIPATE**

Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the Union.

### **SECTION 3 - EMPLOYEE NOTIFICATION**

The Agency shall annually inform all members of the bargaining units of their rights, as set forth in this Article.

### **SECTION 4 - EMPLOYEE CONCERNS**

A. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate Agency or Union representatives at the lowest level capable of resolving the matter.

B. To the extent possible, the Agency will assure privacy during an investigatory interview and confidentiality of investigative records.

C. Any employee identified as a Union witness may request a Union representative when being interviewed by the Agency representatives.

D. The Union shall be given the opportunity to be represented at formal meetings between the Agency and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees.

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## **ARTICLE 4 UNION RIGHTS AND DUTIES**

The following are some, but not all, of the Union's rights and duties as provided for in 5 U.S.C. Chapter 71.

### **SECTION 1 - REPRESENTATION RIGHTS**

Section 7114 (a) (1) of 5 U.S.C. states:

"(a) (1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

### **SECTION 2 - FORMAL MEETINGS AND WEINGARTEN RIGHTS**

Section 7114 (a) (2) of 5 U.S.C. states:

"(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at--

"(A) 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; or

"(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--

"(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

"(ii) the employee requests representation.

### **SECTION 3 - PRODUCTION OF DOCUMENTS AND DATA**

Section 7114(b) (4) of 5 U.S.C. states:

"(b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation--

...

(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data--

"(A) which is normally maintained by the agency in the regular course of business;

"(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

"(C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining... .

**ARTICLE 5  
MANAGEMENT RIGHTS**

Section 7106 of 5 U.S.C. states:

"(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency -

"(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

"(2) in accordance with applicable laws -

"(A) 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;

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

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

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

"(ii) any other appropriate source; and

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

"(b) Nothing in this section shall preclude any agency and any labor organization from negotiating -

"(1) at the election of the agency, 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;

"(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

"(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

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**ARTICLE 6**  
**Labor-Management Meetings**

We mutually agree to meet informally monthly or as required to discuss and resolve issues and problems of concern to the Union and the Agency. Issues to be discussed may include, but are not limited to, matters covered in this Agreement, such as grievances, hours of work, and so on.

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**ARTICLE 7**  
**TRAINING OF UNION OFFICERS AND STEWARDS**

**SECTION 1 - GENERAL**

It is to the advantage of both Parties if Union officers and stewards are knowledgeable about applicable laws, rules, and regulations, and new developments pertaining thereto. Consequently, Union officers and stewards may be granted reasonable amounts of excused absence without charge to leave to attend American Federation of Government Employees (AFGE) sponsored training sessions or other training courses which are available at no cost to the Government, either for tuition or for travel and per diem.

**SECTION 2 - AFGE-SPONSORED TRAINING**

A. Delegates to the AFGE meetings/training will be identified in writing by the Union President.

B. With approval of the Agency, delegates will be granted excused absence without charge to leave for attendance and travel with no expenses paid by the Agency.

**SECTION 3 - EXCUSED ABSENCES**

A. Employees who are officials or stewards of the Union may be excused without charge to leave for the purpose of attending training sessions sponsored by the Union, provided that the subject matter of such training is of mutual concern to the Agency and the Union.

B. Requests for excused absence to attend a training session will be submitted for consideration to the Agency. The Union

will provide a summary of the training or an agenda to indicate that the training session is beneficial to both the Agency and the Union. Approval of excused absence to attend a training session will be contingent upon the supervisor's agreement that the employee may be excused.

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**ARTICLE 8  
USE OF FACILITIES BY THE UNION**

The Agency will provide reasonable facilities to enable the Union to represent bargaining unit employees and work with the Agency to cooperatively implement and administer this Agreement

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**ARTICLE 9  
OFFICIAL TIME AND TRAVEL OF UNION OFFICERS AND STEWARDS**

**SECTION 1 - GENERAL**

We agree that Union officials and stewards should be authorized reasonable time to represent employees and work with supervisors and managers to resolve issues and concerns. Such time will be adequate to represent bargaining unit employees and administer this Agreement with the Agency in a cooperative manner.

**SECTION 2 - REPRESENTATIONAL FUNCTIONS**

A. Official time is used to perform representational functions on behalf of bargaining unit employees. Such functions include but are not limited to the following:

1. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees.
2. Presentation and processing of grievances.
3. Attendance at management-initiated meetings.
4. Participation on committees or panels as authorized by this Agreement.
5. Participation in proceedings before the Federal Labor Relations Authority (FLRA), in accordance with the FLRA's rules and regulations, and/or other third party hearings.



6. To negotiate "face-to-face" or to prepare, transmit, consider, and communicate on articles and issues through use of mail and telephone.

7. To consult with supervisors and management officials on matters of mutual concern.

8. To prepare requests or recommendations in connection with consultations or meetings with managers and supervisors on issues not involving grievances.

9. To conduct new employee orientations.

10. To review regulations.

11. To attend Agency meetings that advise the Union of changes in working conditions.

12. To review changes to working conditions.

13. To complete surveys.

14. To attend periodic meetings for the purpose of management presentations on matters of mutual concern.

### **SECTION 3 - RELEASE PROCEDURE**

A. A Union representative will secure the approval of his or her immediate supervisor before performing labor management duties. The supervisor should approve the request, unless there is a mission requirement that would temporarily delay the departure. When such temporary delays occur, the parties will arrive at a mutually agreeable time for departure. The Union official will be given time to inform any bargaining unit employees involved in the delay.

B. When the Union representative leaves the work site on Union business, he or she will notify the supervisor of the purpose of the absence, departure time, and anticipated return time. The Union representative will notify their supervisor upon their return. Upon entering a work area other than his or her own to meet with an employee, the representative will advise the immediate supervisor of his or her presence, the employee to be contacted, and the estimated duration of the meeting.

C. Employees will be given reasonable time to meet with their Union representative to discuss matters covered by this Agreement. The employee will obtain approval of his or her supervisor before meeting with a Union representative.

D. Discussions between the Union representative and employee may take longer than originally anticipated. In these cases, both may contact their supervisors telephonically to notify them of the need to extend the anticipated return time.

E. The supervisor will record official time and report official time used as needed.

#### **SECTION 4 - EQUAL REPRESENTATION**

We mutually agree that the number of Agency and Union officials at meetings will be equal, unless otherwise agreed upon

#### **SECTION 5 - OFFICIAL TIME FOR COMMITTEES**

When committees are established that address mutual concerns, the Union will be given the opportunity to participate. When participating on such committees, official time will be used.

#### **SECTION 6 - LISTS OF UNION OFFICIALS AND REPRESENTATIVES**

The Union will provide a list of elected or appointed officers, stewards and their organizational work areas. Stewards will represent bargaining unit employees in their work area if practical and as determined by the Union. The Union may maintain a current roster of Union officials in the space allocated for Union use on appropriate bulletin boards.

#### **SECTION 7 - LISTS OF EMPLOYEES IN THE BARGAINING UNIT**

USARB Cleveland will furnish the Union with current lists containing names, position titles, grades, and organizations of employees in the bargaining unit, upon request.

#### **SECTION 8 - EXCLUSIONS FROM OFFICIAL TIME**

A. Official time is not used for the following types of activities:

1. Matters pertaining to internal management of the Union.
2. Membership meetings.
3. Soliciting memberships.
4. Collecting of dues or assessments.
5. Campaigning for Union office.

6. Distributing or posting of Union literature, notices, and authorization cards.

#### **SECTION 9 - BINDING AGREEMENTS**

Only the Union President or designee can sign binding agreements with the Agency on behalf of the Union.

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#### **ARTICLE 10 PAYROLL ALLOTMENTS FOR WITHHOLDING OF DUES**

##### **SECTION 1 - GENERAL**

A. For the purpose of this Article

1. The term "employee" refers to any bargaining unit employee.

2. The term "servicing payroll office" refers to USARB Cleveland that is responsible for processing the pay of the employee.

3. The term "payroll allotment" refers to a voluntary authorization by the employee for a deduction in a specified amount to be made from the employee's pay each pay period for the payment of dues, associated with his or her membership, to the Local.

B. We agree that:

1. Within the parameters set forth, establishment of procedures and the administration of this Article are matters for negotiation USARB Cleveland.

2. The Local and USARB Cleveland are each responsible for fully informing the employee that his or her authorization for a payroll allotment:

a. Is completely voluntary; and

b. Cannot be revoked for a period of at least 1 year from the effective date of an employee's allotment *an the effective date of allotment is the beginning of the first pay period in which the dues allotment is deducted;* and

c. Revocation is received on the employee's anniversary date of the authorization, or during the 10-day period preceding. If the anniversary date cannot be determined,

the revocation must be received during the first 10 days of the anniversary month.

## **SECTION 2 - AUTHORIZATION OF PAYROLL ALLOTMENT**

A. Only one payroll allotment shall be authorized for an employee.

B. Standard Form (SF) 1187, Request for Payroll Deduction for Labor Organization Dues, shall be used. The Local shall distribute this form to the employees.

C. The payroll allotment shall be in an amount determined by the AFGE Local and signed by the employee on the SF 1187.

1. No more than two changes in the amount of the basic payroll allotment shall be made during a calendar year.

2. Written notification of a change in the amount of the basic payroll allotment shall be furnished to the servicing payroll office by the AFGE Local at least 30 days prior to the change.

D. When the Local changes the amount of the basic payroll allotment, they will provide the servicing payroll office the following information:

1. Current rate
2. Amount of change
3. New rate
4. Telephone number (both DSN and commercial) and name of person to contact if they have questions.
5. Address for remittance and if necessary account number.
6. Address for dues listings to be submitted.

## **SECTION 3 - TERMINATION OF AUTHORIZATION**

A. The payroll allotment shall be terminated when any of the following situations occur:

1. The employee retires
2. The employee dies
3. The employee is separated

4. The employee transfers to another Servicing Payroll Office outside the Agency.

5. The employee ceases to be a member of the bargaining unit.

6. A member may voluntarily revoke his or her allotment for the payment of the dues by completing SF 1188, or equivalent written notice, and submitting it in duplicate directly to the servicing payroll office. In any case, revocation will become effective on the first full pay period provided the requirements of Section 1.B.2 of this Article have been met. The Servicing Payroll Office will provide the AFGE Local appropriate notification of the revocation upon receipt. The duplicate copy of SF 1188, completed by the member may be used for this purpose.

B. When an employee is temporarily promoted out of the bargaining unit, dues will not be withheld during the period of the temporary promotion. However, dues withholding will be restored upon their return to the bargaining unit, unless the employee has followed revocation procedures as described in Section 1B(2) and Section 3.

#### **SECTION 4 - PROCESSING PAYROLL ALLOTMENTS**

A. Dues withholding will become effective the first full pay period after a properly executed allotment form is received in the servicing payroll office.

B. No dues shall be withheld or deducted for any pay period in which the employee's net salary, after other legal or required deductions, is insufficient to cover the full amount of the payroll allotment.

C. After each pay period, the servicing payroll office shall remit the payroll allotment deduction with a listing that contains the following:

1. The pay period designator.
2. The names of employees from whom deductions were made and the amount of each deduction, their social security, number and their organization assignment.
3. The total number of employees from whom dues were withheld.
4. The total amount withheld.

5. The names of employees from whom no dues were deducted in accordance with Sections 3 and 4.B. above and the reasons why the dues were not deducted.

D. In the event that there is a problem with the payroll allotment deduction or the information provided for in Section 4.C., we will work together to resolve the problem.

E. In the event of a significant error in the payroll deduction remittance, the Union will notify the Commander, USARB Cleveland for resolution.

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## **ARTICLE 11 HOURS OF WORK**

### **SECTION 1 - STANDARD WORKWEEK**

The standard workweek is defined as five 8-hour days, normally Monday through Friday, unless local circumstances require a different workweek for some employees. Full-time employees are on duty regularly 8 hours per day. Part-time employees are on duty on prescribed days and hours.

### **SECTION 2 - STANDARD TOUR OF DUTY**

The standard tour of duty is defined as the specific hours in the standard 8-hour workday.

### **SECTION 3 - ALTERNATIVE WORK SCHEDULES**

Employees will use the standard workweek and tour of duty unless they are on an alternative work schedule (see AWS Article).

### **SECTION 4 - CHANGES**

The Agency will notify the Union and employees at least two weeks in advance of any change in the hours of work, unless precluded by situations where failure to change the existing schedule would seriously handicap the agency in accomplishing its mission or if costs would be substantially increased.

### **SECTION 5 - BREAKS**

Employees may take two 15-minute breaks during their tour of duty.

**ARTICLE 12**  
**ALTERNATIVE WORK SCHEDULE**

**SECTION 1 - General**

The Parties agree that the Agency can meet its mission and program goals while at the same time allowing employees to exercise some control over their work time. Under an alternative work schedule (AWS), employees can schedule their activities to achieve a more desired balance between work and family responsibilities, to take advantage of educational opportunities, to pursue recreational activities, to become involved in community or volunteer programs, and so forth. Accordingly, the Parties agree that supervisors will allow employees to have flexible schedules when it is consistent with the basic requirement of providing good recruiter support.

**SECTION 2 - Flexible Work Schedules**

A. An employee may elect to work a flexible daily schedule within the basic work requirement of an 8-hour day, 40-hour workweek. Such "flexitime" schedules are subject to core hours and the approved tour of duty.

B. The approved tour of duty defines the limits (earliest beginning and latest ending times) within which an employee must complete his or her basic work requirement of 8 hours a day. Flexitime schedules will be made to fit within the approved tour of duty for the employee involved. An employee may adjust his or her flexitime schedule daily.

C. Core time bands are those hours of the day that employees not on leave or other authorized absence are required to be present for work. Flexitime schedules will be made to accommodate the core hours requirement. An employee may make occasional adjustments to his or her schedule within the core hours with the supervisor's approval. This can be done by beginning work earlier or departing later in the day, provided the basic daily work requirement is accomplished within the approved tour of duty.

D. Flexitime bands are those hours of the workday, within the approved tour of duty, that employees may schedule their flexitime.

**SECTION 3 - Compressed Work Schedules**

An employee may elect to work a compressed schedule while accomplishing the basic work requirement of 80 hours biweekly.

The authorized compressed work schedule for USARB Cleveland is 9 hours a day for 8 days and 8 hours for 1 day, with 1 day off every biweekly pay period.

#### **SECTION 4 - Overtime Under AWS**

Overtime under a flexible work schedule is any time worked in excess of 8 hours a day or 40 hours a week. Under a compressed work schedule, overtime is any time worked in excess of the approved daily schedule. See the Overtime article for additional information on overtime.

#### **SECTION 5 - Timekeeping**

The methods used to account for an employee's entitlement to pay must meet government-wide regulatory standards. Under AWS, the amount of time an employee is present for work, and the length and nature of absences, must be recorded by use of acceptable time accounting methods such as time sheets.

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### **ARTICLE 13 OVERTIME**

#### **SECTION 1 - GENERAL**

We recognize that overtime is used to ensure that our mission is achieved and to promote economy and efficiency in accomplishing the workload. Overtime covers circumstances such as temporary peak workloads or emergency situations requiring special action to preserve health, welfare, and safety of personnel or to protect Government property. As we make reference to the term overtime in this Article, we also include compensatory time and holiday premium hours. All applicable laws, rules, and regulations will be used in the application of overtime. In no circumstance will overtime assignments be made as reward or punishment. Whenever possible, alternatives will be considered before assigning overtime to employees whose performance has been documented as less than fully successful. Overtime tasks will be performed by those employees who perform the work on regular duty time before requesting assistance from qualified employees outside the section. Hours of work officially ordered and approved in excess of 80 hours in a pay period will be administered as paid overtime or compensatory time.

#### **SECTION 2 - SCHEDULING AND APPROVAL**



A. The utilization of these hours must be authorized and approved orally or in writing by the appropriate designated authority. Overtime, compensatory time, and holiday premium hours will be scheduled, approved, and worked in increments of 15 minutes or multiples of 15 minutes.

B. We also recognize that there may be occasions when it is necessary to invoke mandatory overtime; however, it is desirable that such occurrences be as infrequent and for as short a duration as possible.

C. Unscheduled overtime assignments shall take into consideration any personal hardship of an employee.

D. Overtime will normally be accomplished on a volunteer basis. The employee will be provided a 48-hour advance notice of scheduled overtime. Employees who report for scheduled overtime which has been canceled will receive two (2) hours pay if they were not notified of the cancellation.

### **SECTION 3 - LEAVE POLICY**

The fact that an employee used annual, sick, administrative leave, or compensatory time during any period will not be the sole reason to exclude them from working overtime during that same pay period.

### **SECTION 4 - BREAKS AND LUNCH**

Employees who work overtime will be allowed a 15-minute rest break during the middle of each consecutive 4-hour period worked. A lunch break will be taken during an 8-hour overtime period.

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## **ARTICLE 14 ANNUAL LEAVE**

### **SECTION 1 - GENERAL**

Annual leave is a right of the employee and not a privilege. Consistent with the needs of the Agency, annual leave which is requested in advance will be approved. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave to insure that annual leave is scheduled for use so as to prevent any unintended loss at the end of the year. *When requested, employees will normally be advanced annual leave not to exceed the amount that can be accrued during the leave year.*

## **SECTION 2 - CONSECUTIVE VACATION TIME**

For vacation purposes, supervisors will make every effort to schedule workloads and annual leave in a manner which permits each employee, if he or she wishes, to take at least two consecutive weeks in each year.

## **SECTION 3 - RESOLVING CONFLICT**

In the event of a conflict of annual leave scheduling among employees, Service Computation Date (SCD) will govern, in the absence of personal hardship. SCD will be used on a rotating basis.

## **SECTION 4 - LEAVE USAGE INCREMENTS**

Annual leave may be used in increments of 15 minutes.

## **SECTION 5 - EMERGENCY ANNUAL LEAVE**

A. To request emergency annual leave, an employee will contact the leave-approving official as soon as possible, but normally no later than two (2) hours after the start of the *Center's standard* tour of duty. Normally, an employee is expected to personally contact the appropriate leave approving official to request emergency annual leave. Under unusual circumstances, a supervisor will accept such requests from an intermediary. However, if an employee makes repeated requests for emergency annual leave, he or she may be required to personally contact the appropriate leave approving supervisor with such requests.

B. If a supervisor believes that an employee's use of emergency annual leave is questionable, the supervisor will counsel the employee. If after counseling the employee's pattern does not improve the supervisor will advise the employee by written notice that for a certain period of time (not to exceed six months) he or she will be required to furnish a written statement explaining the cause of each future use of emergency annual leave upon return to work.

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## **ARTICLE 15 SICK LEAVE**

### **SECTION 1 - GENERAL**

Employees will earn sick leave in accordance with applicable laws, rules, and regulations. We recognize the sensitive nature of the information, including sick leave, contained on individual leave and earnings statements and agree that these statements will be handled in a discreet manner. An employee's right to privacy will be respected. Supervisors' questions concerning employees' health will be limited to those necessary to justify approval of sick leave. The Agency agrees that privileged information dealing with an employee's medical history will be safeguarded against unauthorized access. We recognize the insurance value of sick leave and agree to periodically issue a joint statement encouraging employees to properly use and conserve sick leave so it will be available in cases of extended illness or medical emergencies.

## **SECTION 2 - APPROVAL AND NOTICE**

A. The agency shall grant sick leave to an employee when the employee:

1. Receives medical, dental, or optical examination or treatment;
2. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
3. Is required to give care and attendance to a member of his or her immediate family who is afflicted with a contagious disease; or
4. Would jeopardize the health of others by his or her presence at his or her post of duty because of exposure to a contagious disease.

B. An employee who becomes ill is responsible for personally notifying his or her supervisor, normally within two (2) hours after normal reporting time. Under unusual circumstances, a supervisor will accept such requests from an intermediary. If the degree of illness or injury of the employee's remote duty station prohibits compliance with the two-hour limit, the employee will report his or her absence as soon as possible.

### **C. Family Friendly Leave Act**

1. The Agency shall grant sick leave, when requested, to provide care for a family member as a result of a contagious disease; physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

2. The Federal Employees Family Friendly Leave Act (FFLA) establishes a maximum limitation of 104 hours of sick leave during a leave year that may be used by full-time employees to care for a family member or to arrange for and attend funerals of family members for bereavement purposes.

a) A full-time employee may use a total of up to 40 hours of sick leave each year for these purposes.

b) A full-time employee who maintains a balance of at least 80 hours of sick leave may use an additional 64 hours of sick leave per leave year for these purposes.

3. The entitlement to use a total of up to 104 hours of sick leave (or the maximum allowed for part-time employees), in conjunction with a generous annual leave system, advanced annual leave, the leave transfer and leave programs, flexible work schedules, unpaid leave under the FMLA and compensatory time off will further assist the vast majority of employees to meet their sickness-related family care needs.

4. The basic limit for a part-time employee or an employee with an uncommon tour of duty is equal to the average number of hours of work in the employee's scheduled tour of duty each week. Additional sick leave, up to the amount accrued during a leave year, can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below twice the basic limit amount.

### **SECTION 3 - PROOF**

A. Employees will be required to furnish proof of illness of a sick leave period of more than three (3) consecutive workdays.

B. If a supervisor believes that an employee's use of sick leave is questionable, the supervisor will counsel the employee. The supervisor may also advise the employee that documentation is needed for the period of absence. When applicable, the supervisor will advise the employee, by written notice that for a certain period of time (not to exceed six (6) months) he or she must furnish a medical certificate for each absence from work which he or she desires to charge to sick leave.

### **SECTION 4 - ADVANCE OF SICK LEAVE**

An employee who is ill or injured without sick leave to his or her credit should normally be advanced a maximum of 240 hours sick leave provided the employee substantiates the request with medical evidence and the employee is expected to return to duty after the period of illness or injury. Employees must exhaust

all accumulated leave (except up to 40 hours annual leave) prior to consideration for approval of advanced sick leave *unless there are extenuating circumstances to increase the exception of 40 hours.*

#### **SECTION 5 - CHARGE TO ANNUAL LEAVE**

An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave if requested by the employee.

#### **SECTION 6 - LEAVE USAGE INCREMENTS**

Sick leave may be used in increments of 15 minutes.

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### **ARTICLE 16 OTHER ABSENCES**

#### **SECTION 1 - REGISTRATION AND VOTING**

The Agency will encourage voter registration and voting by approving annual leave requests for these purposes as required.

#### **SECTION 2 - CLIMATIC AND EMERGENCY CONDITIONS**

Administrative dismissal is discretionary by the Agency and will be determined by locally established procedures. When administrative dismissal is authorized because of weather conditions, disaster, or other emergency conditions, all employees who reported for work will be dismissed without loss of pay or leave for the remainder of their work shift, except for those employees whose services are specifically required. When time and conditions permit, the Agency will notify the Union of the contemplated administrative dismissal and consider any recommendations concerning the dismissal made by the Union.

#### **SECTION 3 - COURT LEAVE**

An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness in any case where one party is the Federal Government or State or local Government.

#### **SECTION 4 - BLOOD DONATION**

Employees shall be granted administrative leave, not to exceed four (4) continuous hours in a workday, for the purposes

of making blood donations and recuperating from donating blood, provided that such leave does not adversely affect the mission or workload and is approved in advance.

#### **SECTION 5 - LEAVE WITHOUT PAY**

A. Leave without pay (LWOP) is a temporary nonpay status for a specific period of time which may be granted an employee in accordance with applicable laws, rules, and regulations. The Agency agrees that every effort shall be made to satisfy the reasonable desires of employees with respect to approval of LWOP.

B. LWOP may be granted to a bargaining unit employee who is elected to position of National Officer of the American Federation of Government Employees (AFGE) for the purpose of serving full-time in an elected position, or who is selected as an AFGE National Union Representative. No more than three representatives may be approved by the Agency. The Agency shall be given not less than sixty (60) days notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Agency. Upon return to duty after a period of LWOP, the Agency will return the employee to the position which he or she held prior to the leave or to a similar position at the same grade and pay, provided such a position is available. The employee will be trained as necessary. If the position does not exist, the employee will be placed in accordance with applicable regulations.

#### **SECTION 6 - RELIGIOUS OBSERVANCES**

A. Modifications to Work Schedules. An employee, whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek, may elect to engage in overtime work for time lost for meeting those religious requirements.

B. Compensatory Time/Time Off. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Agency shall afford the employee the opportunity to work compensatory time and shall grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

C. Granting and Repaying Compensatory Time Off. The employee may work such compensatory time before or after the grant of compensatory time off. A grant of advance compensatory time off should be repaid by the appropriate amount of

compensatory time worked within a reasonable amount of time, preferably within the same pay period. Compensatory time shall be credited to an employee on an hour-for-hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory time earned and used.

D. Non-Applicability of Premium Pay. The premium pay provisions for overtime work do not apply to compensatory time work performed by an employee for this purpose.

## **SECTION 7 - FAMILY AND MEDICAL LEAVE**

A. The Family and Medical Leave Act (FMLA) of 1993 established a temporary non-pay status for a specific period of time which may be granted to eligible employees in accordance with applicable laws, rules and regulations. The Act provides a total of up to 12 administrative work weeks of unpaid leave during any 12 month period to take care of specified family and medical needs for eligible employees.

### **B. Definitions.**

1. Eligible employee. To be eligible for family or medical leave (FML), a person must have completed at least 12 months of service as an employee. It does not include individuals employed on a temporary or intermittent basis.

2. Health care provider. A licensed doctor of medicine or osteopathy, Christian science practitioner listed with the first Church of Christ, Scientist in Boston MA, or other attending practitioner who is certified by a national organization and licensed by a state.

3. Parent. A biological parent or an individual who stood in that position to the employee when the employee was a child.

4. Reduced Leave Schedule. A leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

5. Serious health condition. An illness, injury, impairment, or physical or mental condition that involves any of the following:

a. Any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice, or residential medical care facility.

b. Any period of incapacity requiring absence from work or regular daily activities of more than 3 calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider.

c. Continuing treatment by (or under the supervision of) a health care provider (a) for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 days; or (b) for prenatal care.

6. Son or daughter. A biological, adopted or foster child, stepchild, legal ward, or child who stands in the position of a son or daughter to the employee who is under 18 years of age or who is over 18 and incapable of self care because of mental or physical disability.

7. Spouse. A husband or wife, as recognized by state law.

C. Purposes for which FML may be used.

1. Birth of a child of the employee and care of newborn child of the employee (within one year after birth).

2. Placement of a child with an employee for adoption or foster care (within one year after placement).

3. Care of a spouse, child or parent with a serious health condition.

4. Serious health condition of an employee that makes the employee unable to perform duties of their position.

D. Other provisions.

1. FML may be granted for up to 12 administrative work weeks during any 12 month period.

2. The 12-month period begins on the date an employee first takes FML.

3. An employee is responsible for requesting their entitlement to FMLA leave.

4. An employee may elect to substitute annual leave, sick leave or other paid time off for FML, consistent with applicable laws and regulations.

E. Procedures.



1. When foreseeable, an employee is responsible for providing notice of their intention to take FML not less than 30 days before the date the leave is to begin, so as not to disrupt the agency's operations. However, this may not always be possible in the event of serious health conditions that arise unexpectedly.

2. FML used to care for a family member or for a serious health condition of the employee must be supported by a medical certificate.

3. A request for FML must be submitted to the immediate supervisor in writing, and include the effective date the FML will begin and whether the employee elects to use paid leave during the FML 12 week period. A statement of the care required and the amount of time needed to care for the family member, along with a certification by the physician or health practitioner, will be included. The request or certification must indicate whether the leave will be taken intermittently or on a reduced leave schedule for planned medical treatment, and when such treatment is expected to be provided.

4. An employee may be transferred to an alternate position of equivalent pay and benefits that can better accommodate intermittent leave. When returning to duty, an employee will be returned to the same or to a substantially equivalent position, in accordance with applicable laws and regulations.

F. Specific rights, duties, and responsibilities regarding the Family and Medical Leave Act of 1993 are found in Public Law 103-3.

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**ARTICLE 17**  
**HEALTH AND SAFETY**

**SECTION 1 - GENERAL**

The Agency will provide and maintain a safe and healthy workplace for its employees and comply with applicable laws, regulations, and standards, to the extent of its authority. We recognize our respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices. The Agency will have a safety program which includes proactive accident prevention, fire prevention, cardiopulmonary resuscitation (CPR) and first-aid training, safety and health awareness publications, training aids, and

general publicity for the program. Employees are expected to follow health and safety guidelines and practices, including the wearing and use of protective equipment and clothing. The Agency will provide access to and/or arrange for medical services.

## **SECTION 2 - DEFINITIONS**

A. Imminent Danger Right - The right of an employee to decline to perform his or her assigned task because of a 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 insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

B. Inspection - a comprehensive survey of all or part of a workplace in order to detect health and safety hazards. Inspections are normally performed during the regular work hours of the Agency, except as special circumstances may require. Inspections do not include routine, day-to-day visits by Agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

C. Hazardous Material - any chemical or substance which by its nature presents a fire, explosive, reactive, or biological hazard.

D. Hazardous Duty - a duty performed under circumstances in which an accident could result in serious injury or death, such as a duty performed on a high structure where protective facilities are not used, or on an open structure where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist.

## **SECTION 3 - CORRECTING CONDITIONS AND REPORTING**

A. We agree to encourage employees to report any unsafe acts or conditions immediately to the supervisor. The supervisor will submit such reports to safety officials. The Agency will advise the Union as to the final disposition of reports. The Agency shall take timely action, within its control, to alleviate unsafe or unhealthful working conditions.

B. The detection of unsafe and unhealthful working conditions at the earliest possible time and the prompt correction of related hazards at the lowest possible working level are essential. Employees who are assigned duties or work in conditions that they reasonably believe could endanger their health or well being shall notify the supervisor of the situation and file a report of unsafe or unhealthful working conditions.

C. An employee has the right to decline to perform an assigned task because of a 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 insufficient time to correct the problem through established procedures. Employees will immediately contact the supervisor. Supervisors will make reasonable efforts to assign work outside the affected work areas and contact safety or occupational health activities to promptly investigate the conditions to determine whether work may proceed.

D. The Agency shall ensure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions, or other participation in occupational health and safety activities. An employee who believes he or she has been subject to acts of reprisal has the right to seek redress through grievance or Equal Employment Opportunity (EEO) procedures.

E. The Agency and employees will make every reasonable effort to maintain a safe, healthful, and sanitary work environment. This includes training in the proper evacuation of buildings, use of safety equipment, and use of protective equipment and clothing in the work area.

F. The Agency will also notify the Union when it becomes aware of changes in working conditions initiated by other activities.

#### **SECTION 4 - PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

The Agency will furnish, without charge to its employees, personal protective equipment and clothing to perform their duties that have been determined to be hazardous in accordance with criteria established by law. Such items shall meet Occupational Safety and Health Administration (OSHA) standards.

#### **SECTION 5 - HAZARDOUS ASSIGNMENTS**

A. Employees will document any exposure resulting in on-the-job injuries, illnesses, or occupational diseases by following Office of Workers' Compensation Programs procedures (see Article on Disability Compensation).

B. Employees required to perform hazardous assignments will be compensated in accordance with applicable law and regulations.

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### **ARTICLE 18 DISABILITY COMPENSATION**

## **SECTION 1 - RESPONSIBILITIES**

A. The U.S. Department of Labor (DOL), Office of Workers' Compensation Programs (OWCP) administers disability compensation benefits for civilian employees in accordance with the Federal Employees Compensation Act (Chapter 81 of 5 U.S.C.). The Act prescribes civilian employee compensation benefits for disability arising from personal injury or disease sustained while in the performance of duty. The Act and OWCP procedures also provide for job retention rights, long-term disability situations, and the payment of benefits to dependents if a work-related injury or disease causes an employee's death. In order for an employee to qualify for benefits, it must be established that injury, illness, or death was directly related to employment, or that a prior injury or illness was accelerated or aggravated in the course of employment. However, employees cannot receive disability compensation benefits if the injury or death is due to willful misconduct, intention to bring about injury or death to oneself or another, or if intoxication is the proximate cause of the injury.

B. The Agency accomplishes its disability compensation responsibilities through appropriate human resources, safety and/or occupational health organizations as well as by the efforts of supervisors and employees. The Agency may provide access to and/or arrange for medical care facilities for examination and treatment of injured employees.

1. The Agency will provide proper forms; advise of rights to use annual, sick, or leave without pay when the injury, illness or disease renders the employee incapable of performing assigned duties; ensure that any claims for benefits are submitted promptly; and follow-up to assure timely action on claims. The Agency may challenge claims by submitting information. In addition, an employee who suffers a job-related traumatic injury will be advised of rights to receive Continuation of Pay (COP), if eligible.

2. Information will be provided on how to handle work-related injuries to both supervisors and employees. Training will be furnished to new employees on the governing law, regulations, directives, and local procedures. Periodic updates will be provided to other employees. Such education will include explanations of benefits and the forms to use in reporting injuries and occupational diseases.

C. Employees are responsible for immediately reporting to the supervisor all injuries, illnesses, and occupational diseases which occur on the job, and recurrences of work-related

injuries, illnesses, and occupational diseases. This will normally be done in writing, using OWCP forms and procedures. If the employee is incapacitated, notification actions may be taken by someone acting on his or her behalf, including an Agency official, family member, union official, or other representative. The employee has the responsibility of providing evidence that the claimed condition and the disability, if any, were caused, aggravated, or adversely affected by his or her Federal employment.

D. Upon notification of a work-related injury, illness, or occupational disease, supervisors are responsible for ensuring that employees are counseled on rights, options, and benefits. This includes information such as: rights to file for benefits, conditions of coverage, claim forms and procedures for processing claims, transportation information, payment for medical care, continuation of pay during time lost from work, leave usage, and re-employment rights following recovery from an injury, illness, or occupational disease. Supervisors should furnish necessary forms, assist employees in properly completing forms, provide completed copies to employees, and advise employees to obtain a description of work restrictions if light or limited duty is possible during periods of rehabilitation or recovery. The supervisor and Agency must not attempt to prevent an employee from filing a claim under any circumstance. The OWCP is the final authority in such determinations.

E. All personnel are responsible for respecting the dignity, privacy, and rights of injured employees to file claims, to obtain necessary medical treatment, and to accept light or modified duty during rehabilitation or recovery.

## **SECTION 2 - TYPES OF INJURIES**

A. A traumatic injury is a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable by time and place of occurrence and member of the body affected; it must be caused by a specific event or incident or series of events or incidents within a single day or work shift. Traumatic injuries also include damage to or destruction of prosthetic devices or appliances, including eyeglasses and hearing aids if they were damaged incidental to a personal injury requiring medical services. Such injuries require filing of a CA-1 and other forms.

B. An occupational disease is a condition produced in the work environment over a period longer than 1 workday or shift. It may result from systemic infection; repeated stress or strain; exposure to toxins, poisons, or fumes; or other continuing conditions of the work environment. Such injuries require filing of a CA-2 and other forms.

C. A recurrence is a spontaneous return or increase of disability due to a previous injury or occupational disease without intervening cause, or a return or increase of disability due to a consequential injury. A CA-2a and other forms should be filed.

### **SECTION 3 - MEDICAL SERVICES**

A. If an employee requires medical treatment because of injury, the supervisor or other designated official should promptly complete the front of the CA-16 and other forms. Medical care will be authorized in accordance with OWCP procedures. With prior approval of OWCP, a CA-16 may be used in occupational disease cases.

B. The employee is entitled to select the physician or facility which is to provide medical treatment. If the Agency provides access to and/or arranges medical care facilities for the examination and treatment of injured employees, use of such facilities may not be mandated.

C. When transportation to obtain medical care is not furnished by the Agency, information on transportation alternatives will be made available. The employee may be reimbursed for appropriate travel expenses as authorized by governing OWCP procedures.

D. Disputes concerning the validity of medical claims will be resolved as specified by OWCP procedures.

### **SECTION 4 - CONTINUATION OF PAY (COP)**

The day, or portion thereof, on which the employee is injured or becomes ill from a work-related cause will be treated as excused absence. An employee may use COP, annual, or sick leave to cover all or part of any additional absence due to the injury.

If an employee elects to use leave, each full or partial day for which leave is taken will be counted against the entitlement to COP. COP benefits continue the employee's regular pay for up to 45 calendar days of wage loss due to disability and/or medical treatment following a traumatic injury. An election of annual or sick leave during the 45-day period can be changed. If an employee who has elected leave for this period wishes to elect COP, the Agency must make such a change on a prospective basis from the date of the employee's request. Where the employee wishes to have leave restored retroactively, the Agency must honor the request, provided the Agency receives prima facie medical evidence of injury-related disability for the period. Leave without pay may also be used as approved by the Agency. A CA-1 and other forms are used to file for COP benefits.

Employees may receive additional guidance on COP policy and procedures from their servicing personnel office.

#### **SECTION 5 - ACCOMMODATION AND LIGHT DUTY**

A. Employees who have been injured should be returned to a full duty status in a timely manner, but not until they are able to perform the full range of their normal job requirements. To the extent practicable, the Agency will reasonably accommodate employees with suitable light or limited duty assignments until medical authorities indicate that a return to normal duties is possible.

B. When the employee's treating physician indicates that the employee is capable of performing light or limited duty work, the Agency will normally direct the employee to work in assignments that are within the capabilities of the employee as indicated by the treating physician.

C. An employee who refuses to work in a light or limited duty assignment, after receiving medical approval to do so, may be ineligible to receive COP, liable for any overpayments received, and/or subject to other actions.

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### **ARTICLE 19 EMPLOYEE ASSISTANCE PROGRAMS**

#### **SECTION 1 - GENERAL**

A. We support the objective of assisting employees with personal problems that could affect their job performance. This assistance includes finding treatment for employees and helping them return to full productivity.

B. Given this common objective, we agree to work together to promote employee assistance programs designed to assist employees and their families with problems including drug or alcohol abuse, emotional illness, and other personal problems that affect job performance.

C. Personal privacy and confidentiality except where excluded by law, must be protected for employees seeking counseling assistance consistent with applicable regulations. This provides for the safeguard of information divulged to a program counselor by an employee.

#### **SECTION 2 - UNION-MANAGEMENT COOPERATION**

We agree to cooperate fully in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of the program.

### **SECTION 3 - USE OF LEAVE UNDER THE PROGRAM**

A. Employees shall be allowed Administrative Leave, not to exceed a maximum of six hours, as determined necessary by the counselor, and approved by the supervisor, for counseling sessions during the assessment and referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with leave regulations. Employees attending sessions during duty hours for any phase of rehabilitation must advise their supervisors of scheduled appointments.

B. Leave of any type used by an employee for the purpose of seeking counseling under this program may not be used in any adverse or disciplinary action taken against the employee.

### **SECTION 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

A. Employees may voluntarily seek counseling, referral, and information from the program on a confidential basis.

B. The confidentiality of medical/counseling records of all employees will be preserved in accordance with the Privacy Act and other applicable laws and regulations.

### **SECTION 5 - MANAGEMENT RESPONSIBILITIES**

A. We recognize that the program is designed to deal with a range of problems at an early stage when the situation is more likely to be correctable. If an employee requests assistance under the program and participates in the program, the responsible supervisory official must weigh this fact in determining appropriate disciplinary and adverse action, should such action become necessary.

B. Managers and supervisors should advise employees of the services available in the program.

### **SECTION 6 - PROGRAM TRAINING-UNION PARTICIPATION**

Union representatives will be invited to attend seminars, workshops, conferences, or training sessions designed to acquaint supervisors, managers, and employees with the Program and its operation.

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**ARTICLE 20  
EMPLOYEES WITH SPECIAL NEEDS**

A. Adequate facilities will be provided, as feasible, so that handicapped employees have easy access to their work sites and other areas to which they may need to go from time to time. This may include the provision of enlarged, marked parking spaces close to the building, ramps, aisles, restrooms, handrails, and other similar devices.

B. Before initiating performance-based adverse actions against qualified handicapped employees with special needs, the Agency will consider reasonable accommodations, which may include the DoD Computer Electronics Accommodations Program (CAP) or other similar programs.

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**ARTICLE 21  
MORALE/QUALITY OF WORK LIFE**

A. We recognize that the morale and quality of worklife for all employees is of primary importance. It is our common goal to achieve the following:

1. Consistency in communications
2. A high degree of morale
3. Improvement in working methods, conditions, and productivity
4. Demonstrated appreciation for day-to-day accomplishments.

B. In order to reach our goal, the Union and Agency will meet periodically and discuss issues and options that may enhance the quality of worklife.

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**ARTICLE 22  
MERIT PROMOTION**

**SECTION 1 - GENERAL**

A. We recognize that it is in the best interest of our Agency and its employees to seek a balance in our approach to recruiting, hiring, and promoting from internal and external sources. In the foreseeable future, we will be faced with maintaining acceptable levels of service to our customers while experiencing fluctuating workloads, functional realignments/consolidations, and reduced budgets. Every effort will be made to enhance the career opportunities for our employees.

B. This Article is applicable to all promotions to Agency positions within the bargaining units covered by Agreement.

C. The Parties agree that positions will be filled with the best qualified candidates, in an expeditious and efficient manner in accordance with all applicable laws, rules, and regulations. Vacancies may be filled by promotion, demotion, noncompetitive conversion, reassignment, transfer, reinstatement, appointment from an OPM register, direct hire authority, or eligibles under special authorities (e.g., qualified individuals with disabilities, Veterans Readjustment Appointment, etc.).

D. Identification, qualification, evaluation, and selection will be made on the basis of merit principles without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, nondisqualifying physical or mental handicap, or age. Nepotism or favoritism are prohibited.

E. In those cases where underrepresentation exists, EEO and Affirmative Employment Program (AEP) goals will always be a primary factor in recruiting the most qualified candidates.

## **SECTION 2 - DEFINITIONS**

A. Position Change - A promotion, demotion, or reassignment made during an employee's continuous service within the same Agency. A position change by any of these methods may also involve a change of official headquarters or post of duty within the Agency.

B. Promotion - The change of an employee to a position at a higher grade level within the same job classification system and pay schedule or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

C. Demotion - The change of an employee to a lower grade when both the old and the new positions are under the General Schedule, or to a position with a lower rate of basic pay.

D. Reassignment - The change of an employee from one position to another without promotion or demotion.

E. Area of Consideration - The area in which the Agency makes an intensive search for eligible candidates in a specific promotion action. The minimum area of consideration is the area designated by the Vacancy Announcement in which the Agency should reasonably expect to locate enough high-quality candidates, as determined by the Agency, to fill vacancies in the positions covered by this Article. When the minimum area of consideration produces enough high-quality candidates and the Agency does not find it necessary to make a broader search, the minimum area of consideration and the area of consideration are the same.

F. Qualified Candidates - Are those who meet established qualifications requirements for the position.

G. Best-Qualified Candidates - Are measured against other candidates. They are qualified candidates who rank at the top when compared with other eligible candidates for a position. A reasonable number of the best-qualified candidates are referred for selection.

H. Selective Factors - Are knowledge, skills, or abilities essential for satisfactory performance on the job and represent an addition to the basic standard for a position. The following are examples of appropriate selective factors for determining eligibility when the factors are essential for successful job performance.

1. Ability to speak, read, and/or write a language other than English;

2. Knowledge and abilities pertaining to a certain program or mission, when these cannot readily be acquired after promotion; and

3. Ability in a functional area (for example, ability to evaluate alternative computer systems).

I. Subject Matter Expert (SME) - A person who has demonstrated knowledge and experience about the duties and responsibilities of a particular position (e.g., incumbents of similar positions, supervisors of the position, etc.).

J. Underrepresented Position - A position in any occupation or grade level in which the organization under the supervision of the selecting official has not reached the applicable established Equal Employment Opportunity goal or goals.

K. Selecting Official - The individual delegated authority by the Agency to make the decision regarding the selection for

placement into a position. This individual is normally the immediate supervisor of the position.

L. Referral List - The certificate containing the names of the top ranked candidates eligible to be considered by the selecting official for competitive promotion.

M. Concurrent Consideration - The simultaneous consideration of Agency and non-Agency candidates for competitive promotion.

N. RESUMEX - An automated system operated by the CPO used to create a referral list from applicants who submit their resumes to the CPO. RESUMEX searches these resumes to identify qualified applicants based on key skills identified by the Agency.

### **SECTION 3 - RESPONSIBILITIES**

The following are the responsibilities of employees and the Union in the merit promotion process.

A. Employees may:

1. Apply for positions in accordance with the instructions provided in the vacancy announcement.

2. Inform their supervisor of their interest in promotion consideration, furnishing a written memorandum and completed self-nomination document to their supervisor prior to extended absence from their position.

3. Apply only for those positions for which they believe they are qualified and in which they are interested.

4. Assure that official personnel records, application forms, and supplemental experience statements reflect appropriate experience, education, training, and awards.

B. The AFGE Local may bring matters of concern regarding the merit promotion process to the attention of supervisors as early as possible in an effort to reach informal resolution.

### **SECTION 4 - NONCOMPETITIVE PLACEMENT**

A. Mandatory Noncompetitive Placement. The type of mandatory placements listed below will be accomplished as an exception to the competitive provisions of this Article.

1. Placement of individuals having statutory, regulatory, or administrative reemployment rights, or to whom a like employment obligation exists (e.g., employees with reemployment rights, return of employees from mobility

assignments under the Intergovernmental Personnel Act, compensably injured employees able to return to work, EEO settlements, arbitration and grievance decisions, restoration from military service).

2. Placement actions required in connection with reduction-in-force.

3. Placement actions to correct a procedural, regulatory or program violation under Federal Personnel Manual (FPM) Chapter 335.

4. Compliance with DoD Stability of Employment Program. Prior to initiating recruitment under Merit Promotion, the CPO will determine if there are eligible candidates registered in the DoD Priority Placement Program (PPP). This program provides placement assistance to DoD employees who have been affected by reduction-in-force or downgraded through no fault of their own. PPP eligibles will be referred at any time during the Merit Promotion process, up to the point the position is offered to an applicant. A position may not be abolished or reclassified to avoid placement of PPP candidates.

#### B. Special/Priority Consideration.

1. Priority Consideration of Downgraded Employees. Employees who have been downgraded as a result of reduction-in-force or reclassification action are eligible to be considered for selection in advance of other candidates. However, there is no guarantee of selection. For the duration of their eligibility, employees will be registered and referred for those positions for which fully qualified at or below the level from which demoted. Priority consideration under this section does not apply to positions which offer known promotion potential to a grade higher than the one from which demoted. The CPO will be responsible for maintenance of the "Priority Consideration Listing" and referral of eligibles.

2. Military Spouse Preference. Spouse preference must be applied when competitive methods (i.e., merit promotion procedures or OPM registers) are used to fill vacant positions at grades up to GS-15 or equivalent wage system positions. Military spouses are referred through the DoD PPP and are automatically a part of the minimum area of consideration.

#### 3. Priority Consideration for Procedural Error.

a. Special consideration will be given to employees who failed to receive proper consideration in a competitive promotion action. If it is determined that an employee was improperly denied inclusion on a referral list of promotion

candidates under this Article, or was not selected solely because of non-merit factors, the employee will be accorded one special consideration. Special consideration will be given for the next appropriate vacancy to make up for the consideration lost. The "next appropriate" vacancy is defined as one which meets all the following conditions:

1) A similar type of position in the same pay system as the position for which the candidate failed to receive proper consideration; and

2) A position for which the candidate had indicated interest; and

3) A position for which the candidate is highly qualified.

b. Priority consideration is given in advance of the referral process and the employee is entitled to consideration but there is no guarantee of selection. Employees entitled to special consideration should continue to apply for all positions for which they desire competitive consideration.

C. The following actions may be effected without using competitive procedures.

1. Promotion when an employee was selected from an OPM Certificate of Eligibles, through direct-hire authorities, or through merit promotion procedures for a position intended to prepare the employee for a higher level position. The intent must be made a matter of record and career ladders must be documented.

2. Promotion of an employee when his or her position is classified to a higher grade due to accretion of duties and responsibilities. However, if the addition of supervisory duties is the sole basis for upgrading a previous nonsupervisory position, promotion action must be processed under competitive procedures. Action processed as accretion of duties must meet the following three criteria:

a. Major duties of the employee's old position are absorbed into the new position, and the old position is canceled.

b. New position has no known promotion potential.

c. Additional duties do not adversely affect the grade or continuation of another encumbered position in the same work unit.

3. Promotion resulting from reclassification of a position, without significant change in duties and responsibilities, because of a new classification standard or the correction of a classification error.

4. Temporary promotion of an employee for less than 120 days.

5. Repromotion/transfer of a current federal employee in the competitive service to a grade (or equivalent level in another pay system or intervening grade) previously held on a permanent basis in the competitive service (except when demoted for personal cause).

6. Repromotion to a grade or position from which an employee was demoted without personal cause and not at the employee's request.

7. Selection of an employee eligible for priority consideration resulting from failure to receive proper consideration for promotion due to a procedural error in a prior competitive placement action.

8. Selection of a permanent Federal employee from an OPM Certificate for a higher graded position or a position with known promotion potential.

9. Promotion of an employee to a position with a representative rate which is the same or lower than that of the position currently held.

10. Position change permitted by reduction-in-force regulations.

11. Any action, including a promotion, directed by an individual or organization with authority which supersedes this Agreement. This includes but is not limited to action required as a result of discrimination complaint decisions, court decisions, or arbitrators' decisions.

12. Appointments and promotions made through student employment programs (e.g., Stay-in-School, Cooperative Education) and subsequent conversions to full-time permanent status.

13. A position change from a position having potential to a position having no higher potential.

14. Conversion from temporary to permanent promotion provided the temporary promotion was effected under competitive procedures and the fact that it might lead to permanent promotion was made known to all potential candidates.

## SECTION 5 - VACANCY ANNOUNCEMENTS

A. Vacancies to be filled under this Agreement should be advertised on a vacancy announcement.

B. Vacancy announcements will be open for a minimum of 10 workdays. Posting of the announcements will be on official Bulletin Board(s) on the same day the announcements are opened and distributed.

C. Management may advertise vacancies individually or in related groupings. Vacancy announcements for positions for which there is an anticipated frequent, repetitive, or continuous need may either be announced on an open continuous basis, or may be announced for a limited period. A register of top ranked candidates will be established to refer as appropriate vacancies arise.

D. Interested individuals within the Area of Consideration (AOC) may apply at any time prior to the closing date of an open continuous vacancy announcement.

E. Interested individuals may apply on vacancy announcements which will be open for a limited period.

F. Vacancy Announcements will include:

1. Title, series, and grade of position (including known promotional potential or target/full performance grade).

2. Geographic/organizational location of the position, including address of organization if appropriate. (Employee could specify only location of interest.)

3. Area of Consideration.

4. Opening/closing date.

5. Brief description of duties of the position.

6. Qualification/time-in-grade requirements.

7. Selective placement factors.

8. Any requirements specific to the position.

9. Evaluation methods to be used.

10. Knowledge, skills, and abilities (KSAs) against which applicants will be evaluated.



11. Application procedures with identification of acceptable forms.

12. Policy statement on EEO.

13. Statement that job-sharing or part-time employment, if appropriate, will be considered.

14. Any special security rating requirements.

15. If the position is not in the bargaining unit, it will be so stated on the announcement.

16. Number of vacancies (if known).

17. Any other related information.

G. In order to provide wide spread distribution to all employees, we agree that all vacancy announcements will be provided to the Union and posted on all official bulletin boards.

#### **SECTION 6 - APPLICATIONS**

A. Applications will be accepted from those qualified and eligible employees within the specified Area of Consideration (AOC) or others afforded eligibility under the law. If an employee does not have a recent annual performance rating (within the last three years), a statement of nonavailability must be included in the application package. Employees whose applications are evaluated as not qualified will be notified that they were not considered. Applications must be received or postmarked by the date indicated on the vacancy announcement. Late applications will not be accepted, except as specified in Para C below. Applications may also be returned without action if they:

1. Are from nonstatus candidates.

2. Fail to include all documents required by the vacancy announcement.

3. Fail to provide sufficient information (e.g., KSAs, current ratings) to determine qualifications, eligibility or suitability, or to evaluate the candidate.

4. Use government funds for postage.

B. Employees on Approved Absence:

If, prior to the employee's extended absence, an employee submits a written memorandum of interest for promotion to a specific position along with a self-nomination document, the supervisor will submit a nomination to CPO on behalf of the employee. These employees must submit a written request prior to each absence.

C. Upon request, the employee will be allowed a reasonable amount of official nonproductive time to file applications for positions within USARB Cleveland. Employees are authorized to use government-owned personal computers and typewriters to prepare such applications.

#### **SECTION 7 - REASSIGNMENT REQUESTS**

An employee may request a reassignment to another position in the same job title, series, and grade, or to a lower graded position, at any time. These requests may be filed with the CPO. If the request is in response to a vacancy announcement, the employee will be referred without being ranked.

#### **SECTION 8 - EVALUATION/ELIGIBILITY REQUIREMENTS**

A. Qualification/Eligibility Requirements. The minimum qualification standards prescribed by Office of Personnel Management (OPM), including required written tests and appropriate selective placement factors, will be used to determine basic eligibility of candidates for competitive consideration.

B. Selective Placement Factors. Qualifications essential to successful performance in the position to be filled are considered to be a part of the minimum qualification standards. Justification for use of these selective placement factors will be recorded as part of the job analysis process.

C. Legal and Regulatory Requirements. Applicants must meet time-in-grade and time-after competitive appointment requirements within thirty (30) calendar days after the closing date of the vacancy announcement unless otherwise specified on the vacancy announcement.

D. Steps in Developing the Evaluation Process.

1. Federal merit promotion policy requires that selection for positions filled through competitive procedures be made from among the best available candidates. Job related evaluation criteria beyond the standards used for determining basic eligibility must be used to identify highly qualified candidates for a position. This candidate evaluation criteria must be based on a job analysis.

2. A job analysis is an in-depth review of the position to identify the major duties and determine the KSAs essential to the position. The job analysis may be conducted by a personnel specialist, a supervisor, or both. FPM Supplement 335-1 provides instructions for conducting a job analysis.

E. Knowledge, Skills, and Abilities (KSAs).

1. KSAs must be identified through a job analysis of the position. Only those candidates who meet basic eligibility requirements will be further evaluated on the basis of demonstrated job-related KSAs. KSAs will be identified in the vacancy announcement, and candidates will be required to provide information as to experience, education, training, awards, etc., relating to each KSA.

2. Employees are not required to submit KSAs for positions in the same series as the position the employee currently holds. In these cases, the most recent performance appraisal will be used to address the KSAs. However, if the employee wishes to include KSAs for these positions, they will be accepted.

**SECTION 9 - RESUMIX**

A. Resumix eliminates the need for SF 171 or OF 612. Employees keep a resume on file in the database at the CPO and when a vacancy occurs they simply indicate they wish to be considered. The automated system takes job-related skills listed by the selecting official, and searches the resumes of all applicants. Those with the necessary skills are then reviewed to insure they meet minimum qualifications for the position. The referral list to the selecting official is built from those who match the mandatory skills, and if there are enough candidates any further narrowing is done by which applicants match the most number of desirable skills.

B. Resumes. Although not mandatory, employees have the opportunity to pre-position their resumes for consideration. Each person may have only one resume on file, but may update it at any time. The resume itself can be up to three pages, and emphasizes skills the candidate has performed and the locations, job titles, grade. A particular format, shown in the job kits, is recommended for maximum results in the scanning of skills, and maximum use of the three pages available. Layout and fancy descriptive words are not needed, and use valuable space. Resumes can be submitted in an e-mail, or by mail. Any mailed or faxed resumes are scanned into the database electronically, and certain fonts scan better while any faxed document scans poorly. E-mail is by far the best choice to send a resume. Sending

another resume can be done at any time, and it "overwrites" or erases the previous one. All resumes must be received by the closing date of the announcement.

C. Self-Nomination. When a vacancy opens, individuals indicate their interest by an e-mail, a fax, or a telephone menu. This puts the employee's resume into the group to be searched. Self-nomination can occur 24 hours a day, but must be done before the announcement closes.

D. Skills in the Search Plan. The automated equivalent of a crediting plan is the list of Mandatory and Desirable skills, which Resumix uses to find matching skills among the resumes of interested candidates.

1. The manager provides the CPOC with a list of Mandatory skills for the position. These are the key skills for which the position exists, and no one will be referred who does not have that skill listed on the resume. The search system uses synonyms to match like terms, such as when a resume might state "drafts correspondence" and the manager is looking for "writes letters", so there are not particular buzzwords required when creating the resume. If there are few candidates, a manager may have no mandatory skills in order to get the maximum number of applicants.

2. Once the mandatory skills are met, the pool of remaining candidates is searched and then ranked by the number of desirable skills each person shows. These skills are job-related, and usually a candidate has to learn them on-the-job, but a person with experience already will have a hiring advantage. Those who match the most desirables, and thus require the least training, will go on the referral list.

E. Referral Lists. Automated referral lists are very similar to previously-used referrals, but are transmitted electronically to the Civilian Personnel Advisory Center (CPAC) at Fort McCoy, and then forwarded to the selecting official. Interviews can then be used, if desired, and occasionally additional materials are requested such as samples of artwork for an Illustrator position.

F. Maximizing Success. Successful applications through Resumix depend on three things:

1. Concentrate on skills when writing the resume. It is not necessary to list each carpentry hand tool such as hammer and screwdriver, but it is important to list software programs which might be needed on the job.

2. Use the recommended format, send it to the right place, and paste it into the e-mail instead of sending an attachment.

3. Watch for vacancies and self-nominate during the open window.

G. Both USARB Cleveland and AFGE Local 3283 encourage all employees to maintain a current resume in Resumix to ease the application process.

## **SECTION 10 - SELECTION PROCESS**

### **A. Consideration Given to Candidates.**

1. Selecting officials must base their selections on job-related factors. The job may be filled by some other type of internal action or by appointment from outside the Agency. Candidates from other sources (reassignment, demotion, noncompetitive conversion, transfer, reinstatement, etc.) may be considered concurrently or in any sequence.

2. A referral list may be further screened to narrow the number of candidates to be interviewed so that selecting officials may interview some, all, or none of the referred candidates. If a screening is done to reduce the number of candidates who will be interviewed, the criteria for making that determination will be documented (i.e., if "some", document how that determination was made). The screening should be based on job-related criteria in line with the position being filled. Panel interviews may be used. The interview process should follow the guidelines contained FPM Supplement 335-1.

B. Additional Vacancies. If additional vacancies occur for identical positions, selections may be made from the same announcement within 90 days of the closing date of the vacancy announcement.

C. Selection Notification. After receipt of the selection from the selecting official, timely notification will be made to the selectee(s) and nonselectees as to who was selected.

D. Release of Employees. Normally, supervisors will release employees selected for promotion or reassignment within two weeks (to coincide with the start of the next pay period) after being notified. This constitutes the effective date of promotion or reassignment. Extensions must be coordinated with both the gaining and losing supervisors.

## **SECTION 11 - DOCUMENTATION AND INFORMATION REVIEW**

A. Record. Merit promotion and internal placement files will consist of records required by FPM 335. If particular records are not included in the file, location of the records must be noted to allow for reconstruction. Files will be retained for two years or until an OPM evaluation, whichever occurs first. If the file is involved in a discrimination complaint, it must be retained for at least two years after final disposition.

B. Access to Merit Promotion Information.

1. All candidates will have equal access to information on merit promotion. The protection of the privacy of other individuals is given first consideration. This does not restrict the rights of an official who has responsibility for investigating, examining, or adjudicating a complaint, from access to needed information.

2. Personal or sensitive matters about an individual will only be released with written consent of the individual concerned to the Union. Requests for information will be evaluated and processed under the provisions of 5 U.S.C. Chapter 71, the Privacy Act, and applicable regulations.

3. An applicant may request, in writing, the following information from CPO, who will provide a written response:

a. Whether the applicant was in the group from which selection was made;

b. In what areas, if any, the applicant should improve to increase chances for future selection (this information will be provided by the Selection Official);

4. Upon written request by the employee, the President of the Union or designee, who is not an applicant or likely to be an applicant, shall be allowed to review rating and ranking records of members of the bargaining unit who have applied under an announcement and who have specific written complaints.

5. Such a request shall be submitted within 10 workdays after receipt of ratings. With written permission of the employee, the reviewer designated by the Union may also be allowed access to the employee's Official Personnel Folder. A staffing specialist shall be made available to answer technical procedural questions. The Union agrees to maintain the confidential nature of the information and not to disclose to the employee or any other employee any information to which he or she is not entitled. Any complaints/questions arising from this review constitute Step 1 of the Negotiated Grievance Procedure,

shall be discussed with the CPO (Step 2) and, if not resolved, referred to the Battalion Commander for decision (Step 3). Nonselection from a group of properly ranked and rated candidates is not, in itself, a basis for a formal complaint, grievance, or appeal.

## **SECTION 12 - CAREER LADDERS**

A. Supervisors shall periodically evaluate the career progress of all employees assigned to career ladder positions who have not reached the top grade in their career ladder, as indicated on the Notification of Personnel Action (SF-50). This evaluation shall involve a consideration of the employee's duties and work performance and the qualification and performance requirements for the next higher grade in his or her career ladder. Employees who are considered to be fully performing at the next higher-grade level and are otherwise qualified by OPM qualification standards, as a rule, shall be recommended for career promotions. Exceptions to the above will be made during Reduction-in-Force and other situations, for example, freezes and reductions in grade ceiling which are dictated by higher levels of authority.

B. Employees assigned to career ladder positions shall be given substantially equal opportunities to demonstrate whether they can perform at the next higher grade in their career ladder.

C. Employees shall be advised as to the grade levels in their career ladder and what they need to do in order to improve their chances for promotion. This information will be provided when requested by the employee or initiated by the supervisor.

D. Supervisors will submit recommendations for promotion of employees who have met the conditions described in paragraph A, including the time-in-grade requirements, in sufficient time to ensure that the employees' promotion is effective in the first pay period following their eligibility date. In situations where the first pay period is not met as a result of administrative error, the necessary pay adjustments will be made.

## **SECTION 13 - TEMPORARY PROMOTIONS/DETAILS**

A. A detail is the temporary assignment of an employee to a different position, without change in status or pay, for a specified period of time. Details are often a way of broadening experience and demonstrating ability at a higher level. Selection of an employee for a detail which enhances qualifications or offers future promotion possibilities will be rotated among qualified employees in the work unit. Handicapped employees serving under excepted appointments may be considered for details. Details will be used judiciously and will be

terminated as soon as the need for the detail no longer exists. Details to higher graded positions of 120 days or less need not be filled through competitive procedures.

B. A temporary promotion is an increase in pay grade for a specified period of time, after which an employee reverts to his or her previous pay grade. When it is known in advance that a temporary assignment of a unit employee to a position within the unit classified at a higher grade will extend for more than 60 days, the employee, if qualified, will be temporarily promoted for the period of the assignment. If during the course of an employee's detail to a higher graded position, it becomes apparent that the temporary requirement to fill the position will extend beyond 60 days, the supervisor should determine whether to terminate the detail and fill the position through other means, or to allow the detailed employee to continue in the assignment. If it is decided that the detailed employee should continue in the position, he or she will be temporarily promoted effective the next pay period.

C. Temporary promotions in excess of 120 days will be made under competitive merit staffing procedures. Prior service under all temporary promotions or details to higher graded positions within the preceding 12 months is included in the determination of the 120-day limitation.

D. If an employee requests, a detail of less than 30 days may be made a matter of record in his or her OPF.

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**ARTICLE 23**  
**INTERNAL REORGANIZATION**

**SECTION 1 - GENERAL**

A "reorganization" is defined as the elimination, addition, or realignment of major functions or duties in an organization and/or organizational unit.

**SECTION 2 - NOTIFICATION**

The Agency shall provide the Union with not less than 30 calendar days notice prior to effecting reassignment actions resulting from a reorganization in order to afford the Union an opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. If reorganization requires the application of adverse action,



reduction-in-force, or transfer of function procedures, the notice period specified in the appropriate Article shall apply.

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**ARTICLE 24**  
**REDUCTION-IN-FORCE**

**SECTION 1 - GENERAL**

A. A "reduction-in-force" occurs when the Agency releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement because of lack of work or funds, reorganization, change to lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the Agency has formally announced a reduction-in-force in the employee's competitive area and when the reduction-in-force will take effect within 180 days, or when the need to make a place for a person exercising reemployment rights requires the Agency to release the employee. Reduction-in-force procedures do not apply to the return of an employee to his or her regular position following a temporary promotion or to the release of a reemployed annuitant. Reductions-in-force do not include the reclassification of a position resulting in a downgrade other than as provided in FPM Chapter 351.

**SECTION 2 - STATEMENT OF PRINCIPLES**

A. When the Agency becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means as reassignment, attrition, and positive placement efforts.

B. Where possible and practical, any reduction in personnel will be attained through normal attrition and/or by assignments to vacant positions for which the employees are qualified and eligible.

C. When a date is established for issuance of a specific notice of reduction-in-force, and dependent on the severity of the reduction-in-force, the Agency may suspend outside recruitment and competitive promotion. Outside recruitment and competitive promotions will cease for like position series when more employees are being displaced than there are vacancies to place them. The decision to resume recruitment actions will be made HQ, USAREC.

**SECTION 3 - NOTIFICATION**

The Parties share the common purposes of minimizing adverse impact on bargaining unit employees affected by any reduction-in-force, and of accommodating the administrative needs of the Agency.

1. The Agency will use every good faith effort to notify (in writing) the President of the Union of any reduction-in-force at the earliest possible date in order to negotiate the impact and procedures for implementation of the reduction. Attendant to the circumstances of the situation prior to the effective date, the period of notice will be at least 60 calendar days or the earliest possible time.

2. Affected employees will be notified not less than 60 and normally not more than 90 calendar days prior to the effective date unless longer notice is prescribed by law or regulation.

#### **SECTION 4 - DOCUMENTATION**

Following notification of a reduction-in-force, the Agency shall furnish to the Union, all relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act limitations.

#### **SECTION 5 - EFFECTIVE DATE**

The Agency shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective date of the action, the employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. It shall state why any lower standing employee is retained in his or her competitive level. An extra copy of this notice will be given to the employee should he or she desire to have Union representation.

#### **SECTION 6 - OFFER OF POSITION**

A. The Agency shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with FPM Chapter 351. An offer, if made, shall be to a position with either no reduction in grade or pay, or with the least reduction possible in consideration of positions available, employee qualifications, and the retention standing of other competing employees.

B. Employees reassigned or demoted by reduction-in-force may, within the specified time period for reply, request in writing, assignment to a vacant position at the same or lower

grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within fifteen (15) workdays.

#### **SECTION 7 - RESPONSE TO OFFER**

Employees shall respond to an offer of employment to another position in writing within the specified time period after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer. The specified time period for an employee's response will be ten (10) workdays.

#### **SECTION 8 - COMPETITIVE LEVELS AND RETENTION REGISTERS**

The Agency shall establish competitive levels and retention registers in accordance with applicable laws and regulations. A Union official and the affected employee shall have the right to review competitive levels and retention registers as may be applicable to the employee. All lists, records, and information pertaining to a reduction-in-force shall be maintained by the CPO for at least one (1) year following the effective date of the reduction-in-force.

#### **SECTION 9 - SEPARATION**

A. The Agency will make every reasonable effort to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. Employees for whom no positions are found may be counseled by a representative of the Agency on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.

B. In a reduction-in-force, the Agency will contact the appropriate State Employment Service to obtain available information of training programs for which affected employees may be eligible, and inform them how they may apply.

#### **SECTION 10 - WAIVER OF QUALIFICATIONS**

A. In accordance with applicable regulations, when the Agency is unable to offer an assignment, the Agency may waive qualifications of employees who will be separated due to reduction-in-force for vacant positions which do not contain selective placement factors, provided the Agency determines the employee is able to perform the work of the position without undue interruption to the mission of the Agency and the employee meets any OPM-established minimum education requirements.

B. Vacant positions which contain selective placement factors will be reviewed by the CPO to determine if these factors can be waived without seriously affecting the mission.

#### **SECTION 11 - INFORMATION TO EMPLOYEES**

Upon request, the Agency shall provide information needed by employees to understand fully the reduction-in-force and how and why they are affected. The Agency shall provide equitable treatment for all employees and make every effort to retain status employees during a reduction-in-force.

#### **SECTION 12 - RETIREMENT**

Prior to and during the reduction-in-force, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision, but the Agency will freely advise the employee of any prospective retirement rights.

#### **SECTION 13 - COMPETITIVE AREA**

Each USAREC activity which is geographically separate from USARB Cleveland is a separate competitive area. USARB Cleveland may modify the competitive area following notification to the Union.

#### **SECTION 14 - DISPLACEMENT**

The Agency will not fill a vacant bargaining unit position within the organizational unit in which the reduction-in-force is taking place until it has considered all reasonable alternatives to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the reduction-in-force. In considering these alternatives, the Agency will review the possibility and feasibility of redesigning a vacant position.

#### **SECTION 15 - PERMANENT CHANGE OF STATION**

In connection with a reduction-in-force and where applicable, the Agency agrees to grant official time and to pay permanent change of station expenses as provided by appropriate regulation.

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#### **ARTICLE 25 POSITION CLASSIFICATION**

## **SECTION 1 - GENERAL**

The primary purpose of the job description is for classification and pay purposes, but it also serves as a tool for organizing work and informing employees of the principal duties, responsibilities, and supervisory relationships of their positions.

## **SECTION 2 - PERFORMANCE OF OTHER DUTIES AS ASSIGNED**

When the sentence "Performs other duties as assigned" (or similar wording) is used in a position description, it will normally mean tasks which are reasonably related to the position and are of an incidental nature. Duties unrelated to the position may be assigned on an infrequent basis to accomplish the work of the Agency. We agree that the right to assign duties, unrelated to the position, will not be abused. The Agency will consider the employee's qualifications when making such assignments.

## **SECTION 3 - EMPLOYEE REQUEST TO REVIEW JOB DESCRIPTION**

An employee may request a review of the title, series, grade, or pay category of the position to which he or she is presently assigned. The request for review will be initiated in accordance with applicable regulations. Regulatory guidance on requesting a review can be obtained from the CPO.

## **SECTION 4 - REPRESENTATION**

Employees are entitled to a representative when preparing or presenting a written classification appeal.

## **SECTION 5 - SURVEYS**

A. The Agency shall provide the Union with information on occupational surveys to be conducted by the Agency or being conducted as a result of OPM direction, OPM issuance of a proposed Government-wide classification standard, or development by the Agency of a supplemental classification guideline in accordance with the OPM position classification standards.

B. When a classification survey involves bargaining unit employees, the Union is permitted to have an observer present at the opening of the survey. Only an appropriate representative from the unit being surveyed, who has been designated to represent the Union, shall be permitted to attend survey openings on official time when they would otherwise be in a duty status. The Agency will not pay travel and/or per diem expenses for Union representatives. The supervisors and the Union will be notified in advance of classification survey openings.

C. Following the classification survey and determination of its findings, the Union will be advised of the results by USARB Cleveland. The Union will not disclose confidential or privileged information obtained.

D. Concurrently, the Union President and the employee will be furnished a copy of any Notice of Adverse Action given to an employee that is caused by change in the classification of the employee's position.

#### **SECTION 6 - UNION RECOMMENDED CHANGES**

The Union may at any time initiate recommendations for change in classification standards for a particular category of positions. Appropriate representatives of the Agency and the Union will meet to discuss the facts pertaining to the recommendations. Any formal recommendations of this nature will be submitted in writing and shall include full justification for the recommended change.

#### **SECTION 7 - ACCRETION OF DUTIES**

Positions that are upgraded due to accretion of additional duties may be filled in accordance with the Merit Promotion Article of this Agreement.

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### **ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 1 - GENERAL**

We agree to cooperate in providing equal opportunity for all persons to prohibit discrimination because of age, sex, race, religion, color, national origin, or disability and to promote the full realization of equal employment opportunity (EEO) through a positive and continuing effort.

#### **SECTION 2 - EEO COUNSELOR**

A. The Agency will appoint an EEO Counselor. When possible the counselor will also be a Union official.

B. The EEO Counselor will be properly trained in accordance with appropriate regulations and will be made available and accessible to employees on duty time if otherwise in a duty status.

### **SECTION 3 - COMPLAINT PROCESSING**

A. When first contacted by an aggrieved person, or very soon following initial contact (as prescribed by 29 C.F.R. Part 1614), the EEO counselor must inform the aggrieved person of the possible applicability of remedies.

B. The counselor will inform the aggrieved person of the requirement that he or she must choose one (not both) of the following processes:

1. A right to have his or her allegations of discrimination addressed in the negotiated grievance procedures of the collective bargaining agreement with a caution that the opportunity to raise allegations of discrimination will be lost if not raised in the grievance process.

2. A right to have his or her allegations of discrimination addressed under the EEO process.

C. The EEO Counselor is required to inform the aggrieved person that once he or she decides which forum he or she elected, the aggrieved person is precluded from using the other forum to address the same matter.

1. On EEO complaints which impact on bargaining unit employees, the Union shall be informed of all proposed remedies or corrective action to be taken as the result of an informal or formal complaint resolution.

2. When it has been determined that a complaint does not meet the EEO criteria, the complaint may be referred to the Union as a timely filed grievance, at the employee's discretion.

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### **ARTICLE 27 PERSONNEL RECORDS**

#### **SECTION 1 - GENERAL**

A. The Agency will not maintain any system of personnel records other than those authorized by the Office of Personnel Management (OPM) and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974.

B. Employees will be made aware of, have access to for review, and be provided a copy of their file from any systems of records, upon request, and not otherwise restricted by law or regulation, kept by their supervisor relating to their employment.

## **SECTION 2 - OFFICIAL PERSONNEL FOLDER (OPF)**

A. The OPF is the official repository for records affecting an employee's status and Federal service. The folder provides the basic source of factual data about the employee's Federal employment history and is used primarily by the CPO in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services.

B. The Agency shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF.

C. Material will be filed in the OPF in compliance with applicable rules and regulations of the OPM.

D. Each employee will be permitted to review their OPF annually. A representative designated by the employee shall be permitted to review any document appearing in the employees OPF upon request.

E. Employees should receive and maintain copies of all documents in their OPF. Upon request, an employee will be entitled to have one photocopy without charge of each document within his or her OPF.

F. Authorized personnel, not employed by the Agency, may inspect an employee's OPF only after producing appropriate credentials. As required by the Privacy Act of 1974, an accurate accounting will be made for disclosure of information from the OPF, and upon request, the information from this accounting will be made available to the employee.

G. Records of charges placed in the OPF determined to be unfounded will be removed. Such charges will not be considered a factor in connection with any future personnel actions.

H. Any adverse material removed from the employee's OPF will be returned to the employee for final disposition by the employee.

## **SECTION 3 - SUPERVISOR'S RECORD OF EMPLOYEE**



The supervisor's notes will be provided to the employee when used to support an adverse or disciplinary action, including counseling used to support the action.

#### **SECTION 4 - CONTROL OF RECORDS**

Personnel records referred to in this Article will be maintained in such a manner so as to prevent disclosure to individuals who do not have an official need for the information.

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### **ARTICLE 28 EMPLOYEE DEVELOPMENT**

#### **SECTION 1 - GENERAL**

A. We agree that the training and development of employees within the bargaining unit is a matter of importance. Consistent with its needs, and in keeping with the principles of equal employment opportunity, the Agency agrees to develop and maintain forward-looking, effective policies and programs designed to:

1. Aid employees in improving their performance in their current positions to provide an internal pool of qualified candidates for consideration for anticipated future vacancies in the Agency; and
2. Provide career opportunities within the Agency.

B. We agree that employees are entitled to information on education and training which would be useful in career advancement.

#### **SECTION 2 - RESPONSIBILITIES**

A. Supervisors will:

1. Identify specific skills needed for employees to accomplish program responsibilities.
2. Assess employees' training needs on a regular basis and specifically during the mid-point and annual performance appraisal process.
3. Make maximum use of government training facilities in the interest of cost reduction.

4. Ensure the training information furnished by CPO is disseminated to employees.

5. Prepare Individual Development Plans (IDPs) in conjunction with employees and ensure that IDPs for new employees are completed within 30 days.

6. Provide reasonable opportunities for their employees to attend mission-related training and provide follow-up opportunities for employees to apply the results of training on the job.

7. Initiate and approve the required DD Form 1556 (Request for Training Worksheet) to training in accordance with the employee's IDP, mission requirements, and budgetary constraints.

8. Ensure adequate budgetary resources are planned, programmed, and allocated to support civilian training.

9. Ensure all contracts are completed for contracted training prior to attendance.

B. Employees will:

1. Seek advice from supervisors regarding career development opportunities available.

2. Become knowledgeable of the mission of their organization and how they support its accomplishments.

3. Familiarize themselves with occupational career paths.

4. Identify ways they can improve their performance and/or enhance their value to the organization such as acquiring new skills, participating in professional organizations, joining task forces, etc.

5. Complete copy 9 of DD Form 1556 and return CPO.

### **Section 3 - INDIVIDUAL DEVELOPMENT PLANS (IDPs)**

A. Supervisors are responsible for training and developing civilian employees. This includes preparing IDPs, ensuring the planned training is provided, and evaluating the results of that training. Supervisors should assess the training needs of all assigned permanent and long-term temporary (that is, appointment exceeds one year) employees. Training is appropriate only when the government can expect to gain more benefit from the training than was invested in its cost. IDPs are not required for:

1. Employees who have scheduled retirement or resignation;

2. Employees in temporary appointments which do not exceed one year.

B. When an employee pursues courses under an approved IDP, the cost of registration, tuition, books, and materials will be borne by the Agency, subject to the availability of funds and prior approval by the necessary authority, subject to applicable laws, rules, and regulations.

#### **SECTION 4 - CROSS TRAINING**

Given the size of the Agency, we recognize the importance of cross training certain employees in the performance of each other's duties. Such training will allow flexibility to continue with essential functions of the organization during the temporary absence of an employee. It also serves to enhance the skills of the employees and improve their value to the organization.

#### **SECTION 5 - CHANGE IN TOUR OF DUTY**

When job and non-job related career courses are available only during duty hours, employees may request a change in their tour of duty.

#### **SECTION 6 - ACCREDITATION**

If the Agency becomes aware of an institution(s) of higher learning that provides for accreditation of on-the-job training, formal training, and/or experience, or if requested by an institution, the Agency will provide documentation to the institution for consideration of accreditation. Upon request, the Agency will assist the employee in documenting experience and participation in training programs that may assist in individual efforts to obtain accreditation.

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### **ARTICLE 29 PERFORMANCE MANAGEMENT PROGRAM**

#### **SECTION 1 - GENERAL**

A. Performance Appraisal System. The law (5 USC 4302) requires that we have a performance appraisal system that includes performance standards and an accurate evaluation of job

performance. In addition regulatory guidance (5 CFR Part 430.204) requires that each system developed shall provide performance elements that are based on requirements of the employees position. The Department of the Army's response to these requirements was to develop a Total Army Performance Evaluation System (TAPES). To minimize confusion, DA designed TAPES to mirror the military Officer and Noncommissioned Officer systems as much as possible.

B. Requirements. The rated employee must have worked at least 120 days under an approved (initialed and dated by the senior rater) performance plan before receiving a rating. Problems sometimes occur at evaluation time because the supervisor has not provided performance counseling (positive or negative) during the rating period, standards are not attainable, standards are absolute (no room for error), and/or paperwork is not complete. Key points:

1. Midpoint counseling is a responsibility of the supervisor and a right of the employee. It allows an opportunity to see that things are still on track; if not, there should still be time to make any necessary adjustments.

2. At the end of the annual rating period, the supervisor's evaluation will make allowances, as appropriate, for factors beyond the control of the employee. Employees will be rated only on the actual time spent functioning against their performance standards

3. If the employee has received a Special appraisal, it should be attached to the Annual rating before submission to the CPO.

4. Performance plans for the Senior System must have each rated objective annotated with the appropriate performance level. e.g., E (Excellence, S (Success), etc. The annotated performance plan must be attached to the Evaluation report in order to be accepted for processing by the CPO.

5. The employee is the last one to sign the evaluation report after discussing it with the rater.

## **SECTION 2 - PURPOSE AND OBJECTIVES**

A. The Performance Management Program is to accomplish the following:

1. Provide for periodic appraisals of job performance, which are objective, fair and reasonable, and job related;

2. Provide for employee participation in establishing performance standards and elements;

3. Provide employees with regular, informal feedback in order to keep employees advised of what is expected of them and how well they are meeting those expectations;

4. Provide information on current performance and assist the employee in improving performance and furthering individual development; and

5. Provide employees recognition and appropriate reward for their accomplishments in executing official duties.

### **SECTION 3 - THE SENIOR LEVEL SYSTEM**

A. The Senior Level System is used for evaluating employee performance in grades GS-9 and above. Two forms, the Senior System Support Form (DA Form 7222-1) and the Senior System Evaluation Report (DA Form 7222) are used in this system.

B. During the initial counseling session, employees and supervisors review the employee's proposed objectives based on mission priorities/needs and the duties of their position and record these objectives on the Senior System Support Form. This counseling should occur within the first 30 days of the rating period and the employee will be given a copy of the completed support form.

### **SECTION 4 - THE BASE LEVEL SYSTEM**

A. The **Base System** is used for evaluating employees GS-8 and below. This system has two forms, the Base System Counseling Checklist/Record (DA Form 7223-1) and the Base System Evaluation Report (DA Form 7223).

B. During the initial counseling session, the employee and supervisor will review each of the responsibilities upon which the employee will be evaluated. These responsibilities are found on the reverse of the Base System Performance Evaluation Report. They will jointly establish performance standards for those responsibilities, in writing, on the Base System Counseling Checklist/Record. Initial counseling should be accomplished within the first 30 days of the rating period and the employee will be given a copy of the checklist/record.

### **SECTION 5 - MID-POINT AND OPTIONAL COUNSELING**

Effective counseling is the key to successful performance management. In conjunction with initial counseling, midpoint and

optional counseling help ensure an employee is meeting his or her performance standards.

A. Midpoint counseling. This is mandatory counseling under both the senior and base level systems. Midpoint counseling must be accomplished within 30 days of the middle of the established annual rating period and documented on the appropriate counseling record. During this counseling employees and supervisors must meet to review the employees performance against the standards established during the initial counseling. Those standards may be adjusted during the counseling based on changing circumstances and expectations as needed.

B. Optional counseling. When either a supervisor or an employee believes the employee's performance is, for any reason, not in line with the standards established during the initial counseling, they may request an optional counseling session. As in the midpoint counseling, employees and supervisors will review the employee's performance against those established standards. Those standards may be adjusted during the counseling based on changing circumstances and expectations as needed.

#### **SECTION 6 - TIMELINESS OF EVALUATIONS**

Timely reporting is essential to good performance management. Completed personnel evaluation reports will be submitted to the CPO within 45 days of the end of the rating period cited on the report.

#### **SECTION 7 - IMPROVING UNSATISFACTORY PERFORMANCE AND PERFORMANCE IMPROVEMENT PLAN (PIP)**

A. If the supervisor, during a performance discussion, anticipates that the employee may receive a rating below fully successful if current performance continues he or she will inform the employee of what is needed to bring his or her performance to the fully successful level. The supervisor will provide the opportunity for assistance to the employee in improving the employee's performance.

B. The performance appraisal process should help identify remedial or developmental training necessary for an employee to meet a specific performance standard. Supervisors will make every effort to determine whether training will assist an employee's performance. Training provided will be documented.

C. If the employee's performance does not improve, the supervisor will develop a comprehensive PIP, in writing, and include whatever measures the supervisor determines are necessary to bring the employee's performance up to the fully successful

level. Any improvement plan that is developed will provide for counseling, training, and guidance, as appropriate, prior to considering initiation of adverse action.

D. The employee will normally be given 90 calendar days in which to bring their performance up to an acceptable level. If the employee is given less than 90 days, the Agency supervisor will inform the Union. If the Union disagrees and the issue cannot be resolved, the Agency will be asked to explain its position to the Union president. At the end of the PIP period, a written *evaluation* of the employee's performance will be issued *if an annual rating is not due*.

E. If the employee successfully completes the PIP, but within a year of the onset of the PIP, the employee again becomes unacceptable on the same job responsibility(ies), the supervisor will formally counsel the employee before issuing a notice of proposed action. This counseling will be documented.

#### **SECTION 8 - REMEDIAL ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

A. An employee may be reassigned, demoted, or removed from the Federal service because of unacceptable performance in one or more critical job responsibilities. A decision for such action may only be based on instances of unacceptable performance that occurred within a 12-month period ending with the date of the proposed action. However, before it is proposed to remove an employee for unacceptable performance, consideration must be given to the advisability of a reassignment or demotion to another position where it is likely the employee could perform acceptably.

B. Demotions and removals due to unacceptable performance are actions subject to the formal job protection procedures. When proposing to take such an action under 5 C.F.R., Part 432, the following procedures will be followed:

1. A minimum of 30-calendar days advance notice must be given.

2. A charge of unacceptable performance will be used. The description of the charge must list the critical job elements and standards of performance that were not met. It must include the basic facts developed, clearly and specifically.

3. The personnel action (reassignment, demotion, or removal) that may result if performance is not improved to above the unacceptable level.

4. Any records or documents relied upon to support the charge will be made available or provided to the employee or the

representative for review upon request. Information on this matter must also be provided in the notice of proposed action.

5. Any reply made by the employee must be carefully considered. If it is decided that the proposed action is warranted and supported, the employee will be given a notice of decision. The decision to take the action must be made by the reviewing supervisor. The notice of decision must include information on the employee's appeal or grievance rights, as appropriate, as well as the right of Union representation.

6. The employee will be notified, in writing, when it is decided to cancel the proposed action.

C. A performance-based action may also be taken under Part 752 of the Federal Personnel Manual (FPM), and 5 C.F.R., Part 752, when the requirements of these regulations are followed.

D. The procedural requirements above do not apply to the separation of employees during their probationary period after competitive appointment. Requirements pertaining to probationers are contained in FPM Chapter 315.

E. For any adverse action that is not for personal cause (e.g., physical inability to perform the duties of the position) the decision notice will include a statement of the employee's right to apply for discontinued service retirement.

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**ARTICLE 30  
DENIAL OF WITHIN-GRADE INCREASE**

Employees currently under a Performance Improvement Plan (PIP) will not receive within-grad increases until successful completion of the PIP. A within-grade increase granted after such a postponement shall be retroactive to the original due date.

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**ARTICLE 31  
INCENTIVE AWARDS**

A. In accordance with Army Regulation 672-20, we agree that the Incentive Awards Program will be administered on a fair and equitable basis. Any employee considered deserving of an award by the supervisor will be nominated in a timely manner.



B. The Union may be afforded the opportunity to have a representative participate on any established incentive awards committee for all awards applicable to bargaining unit employees that require committee recommendation.

C. Employees are encouraged to participate in the development of incentive awards programs.

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**ARTICLE 32  
DISCIPLINARY AND ADVERSE ACTIONS**

**SECTION 1 - GENERAL**

A. Maintaining discipline is not normally a problem in working environments where reasonable rules and standards of conduct and performance are clearly communicated and consistently enforced; where supervisors set a good example; where aspects of conduct and performance needing improvement are identified in a way that respects the employee's dignity; where employees are treated fairly and are encouraged to improve; and where good performers are recognized. Constructive discipline is preventative in nature and seeks to develop, correct, and rehabilitate employees; to encourage their acceptance of appropriate responsibilities; and to prevent, if possible, situations where there is no alternative but to penalize. When there is an indication that the employee is experiencing social or personal problems, this possibility needs to be considered before deciding on disciplinary action. When penalties are appropriate, they are applied as consistently as possible considering the particular circumstances of the cause(s) for disciplinary action.

**SECTION 2 - PROGRESSIVE DISCIPLINE**

A. In keeping with the concept of progressive discipline, actions imposed should be the minimum, in the judgement of the disciplining official, that can reasonably be expected to correct and improve employee behavior and maintain discipline and morale among all employees. All circumstances being the same in a disciplinary or adverse action case, the concept of like remedies for like offenses will be applied throughout the Agency. This provision shall not prevent the Agency from taking any appropriate action but shall require a reasonable basis when

there is deviation from the concept of progressive discipline. All actions taken under this Article will be initiated in the most expeditious manner.

B. Alternatives to formal disciplinary actions include counseling and oral admonishments. Employees have the right to respond to any allegation or actions taken against them. When an oral admonishment is administered, it will be maintained in the Supervisor's Record of Employee for not more than 12 months.

### **SECTION 3 - INVESTIGATIONS**

A. An employee who is to be questioned in connection with an investigation may request representation by the Union at any time that he or she reasonably believes that disciplinary action may result. If the employee requests representation, no questioning will take place until the Union has been given a reasonable opportunity to be present. A copy of any written statements made by an employee will be provided to the employee or his or her designated representative. Supervisors, employees, Union representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

B. After any notice of proposed action is given to an employee, their Union representative will be provided the opportunity to investigate and interview the Parties to the incident.

### **SECTION 4 - LETTERS OF CONCERN**

Letters of Concern are not disciplinary actions and are not filed in the Official Personnel Folder. Prior to consideration of issuing a Letter of Reprimand, a Letter of Concern is normally given to the employee unless the seriousness of the circumstances indicates otherwise. The Letter of Concern provides the employee notice of potential consequences of certain behavior if such behavior continues.

### **SECTION 5 - DISCIPLINARY ACTIONS**

A. Disciplinary actions are Letters of Reprimand and suspensions of 14 days or less under Subparts A and B, 5 C.F.R., Part 752. Such actions taken against an employee must be timely and supported by just cause, and are grievable by the employee through the negotiated Grievance Procedure Article.

B. Procedures for effecting disciplinary actions are as follows:

1. A Letter of Reprimand will state the reasons for its issuance and inform the employee of the right to grieve under the Grievance Procedure Article. A Letter of Reprimand will remain in the employee's Official Personnel Folder for a period of not more than one year unless removed earlier as a result of a grievance or arbitration decision.

2. Suspensions of 14 days or less.

a. An employee will be given advance written notice stating the specific reasons for the proposed action. The employee will be given 10 workdays to present an oral and/or written reply to the proposal. The employee will be given a copy of the material, if any, relied on to support the reasons given in the notice.

b. An employee who has been issued an advance written notice of suspension may request an extension of time in which to reply to the notice. The official designated to receive any reply will make a decision on such a request.

c. Normally, an employee will be given a written decision within 10 workdays after the expiration of the time allowed for the employee's response. The decision notice will advise the employee of the specific reasons for the decision and of the right to grieve the action under the Grievance Procedure Article.

## **SECTION 6 - ADVERSE ACTIONS**

A. Adverse actions are removals, suspensions of more than 14 days, reduction in grade or pay, and furloughs of 30 days or less, as included in subparts C and D, 5 C.F.R., Part 752. Actions based solely on unacceptable performance are addressed in the Performance Management Program Article. Adverse action shall be taken for such cause as will promote the efficiency of the service. Adverse actions will be effected in accordance with applicable laws, rules, and regulations, and according to the following procedures:

1. An employee will be given at least 30 calendar days advance written notice of adverse action, except in those cases where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and except, with respect to furloughs, pursuant to 5 C.F.R. 752.404(d)(2). The employee will be given at least 15 calendar days to present any oral and/or written reply. A copy of the material relied upon to support the reasons given in the notice will be provided to the employee or his or her designated representative.

2. An employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The official designated to receive the reply will make a decision on such a request.

3. Normally, the employee will be issued a written notice of final decision within 15 calendar days after the expiration of the time allowed for the employee's response. The written decision will inform the employee that he or she has the right to appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under the negotiated Grievance Procedure Article, but not both.

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## **ARTICLE 33 GRIEVANCE PROCEDURE**

### **SECTION 1 - GENERAL**

A. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. We agree that cooperative discussions of disputes should generally occur and attempts be made to resolve them before a grievance is filed.

B. Nothing in this Agreement shall be construed as precluding discussion between a bargaining unit employee and/or their designated Union representative and the supervisor about a matter of concern.

C. Once a matter has been made the subject of a formal grievance under this procedure, nothing in this Agreement shall preclude the Union and the Agency from attempting informally to resolve the grievance.

### **SECTION 2 - SCOPE OF GRIEVANCE**

A. A grievance means any complaint:

1. by any employee concerning any matter relating to the employment of the employee;

2. by any labor organization concerning any matter relating to the employment of any employee; or

3. by any employee, labor organization, or Agency concerning:

a. the effect, interpretation, or a claim of breach, of a collective bargaining agreement; or

b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. The procedure contained herein shall be the sole procedure available for resolution of grievances of employees in the unit and the Parties hereto, except as provided in Section 4 of this Article.

C. The Parties to this Agreement and all employees within the unit shall be entitled to use the procedures contained herein. The procedure will not be available to any employee outside of the unit.

### **SECTION 3 - MATTERS EXCLUDED**

A. Excluded from the grievance procedure are:

1. Any claimed violation of Subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities).

2. Retirement, life insurance, or health insurance.

3. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security).

4. Any examination, certification, or appointment.

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

6. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.

7. Termination of temporary promotion.

8. Termination while serving under a time-limited appointment.

9. Nonadoption of a suggestion.

10. Preliminary notice of proposed action which, if effected, would be covered by this Article.

11. Disapproval of honorary or discretionary awards.

12. The reassignment or demotion of an employee to a nonsupervisory position during the probationary period served by new supervisors.

13. Separation actions taken on an employee serving a trial or probationary period.

#### **SECTION 4 - APPEAL OR GRIEVANCE OPTION**

An employee alleging discrimination or affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his or her option raise the matter under the appropriate statutory appellate procedure or under the provisions of this Article, but not both. For the purposes of this Section and pursuant to Section 7121(d) and (e) (1) of 5 U.S.C., an employee shall be deemed to have exercised his or her option under this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of this Article, whichever occurs first.

#### **SECTION 5 - REPRESENTATION**

A. An employee or group of employees who files a grievance under this procedure may only be represented by an individual designated by the Union. The provisions of Section 6 apply as appropriate.

B. An employee or group of employees may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement and providing that a Union representative is given an opportunity to be informed of the grievance proceedings, before final decision.

C. A Union representative will be on official time when performing representational functions under this Article during normal duty hours. In the interest of expeditious and economical processing of grievances, the Union will designate a representative from within USARB Cleveland and, whenever possible from the immediate worksite or office of the grievant(s). When it is not possible to designate a representative at the immediate worksite, office, or from a nearby area, attendant to the circumstances of the particular case, the Agency will pay for a reasonable amount of travel and per diem, as applicable, for the Union representative for representational functions associated with any step of the grievance procedure specified in Section 6 of this Article. In no case will the Agency grant official time or bear the costs of travel and per diem for such representational functions for a Union representative designated from outside USARB Cleveland.

## SECTION 6 - EMPLOYEE GRIEVANCE PROCEDURE

A. STEP 1. (Informal) A grievance concerning a particular act or occurrence shall be presented within ten (10) workdays after the date of that act or occurrence or the date the employee (or group of employees) became aware of that act or occurrence. The grievance will be presented orally or in writing to the employee's supervisor or other appropriate management official who will act promptly to resolve the grievance. The supervisor will issue a decision within ten (10) workdays after the presentation of the informal grievance. If the informal grievance is in writing, the decision will be in writing. If the employee is not satisfied, he or she may submit a formal grievance for consideration in accordance with the procedural steps set forth below. An employee must seek informal resolution of a grievance before he or she may request relief through the formal grievance process except in those situations described in Section 8.B. of this Article.

### B. STEP 2. (Formal)

1. If an employee (or group of employees) is dissatisfied with the decision arrived at in Step 1, he or she may, within ten (10) workdays, alone or with a representative, present the grievance for further consideration in writing to the Battalion XO. Refer to paragraph G for written requirements.

2. The Agency will promptly furnish the Union a copy of the grievance when the Union has not been named as the representative.

3. A meeting may be held at the request of either the Battalion XO or the employee. If the employee desires to have a meeting, he or she should request one in the written grievance. If a meeting is to be held, the Battalion XO must arrange such within five (5) workdays after receipt of the grievance. The Union will be notified when it has not been selected as the representative, which will constitute an invitation for the Union to be present at the meeting if held.

4. The Battalion XO will give a written decision to the grievant(s) within ten (10) workdays after the date of the meeting, or if a meeting is not held, within ten (10) workdays after his or her receipt of the grievance. A copy of this decision will be furnished to the Union when it is not the representative of the employee(s).

5. At any step in this procedure, where a group of employees are grievants, the group will be bound by the decision of the employee selected as representative for the group.

C. STEP 3. (Formal) If the employee (or group of employees) is dissatisfied with the decision rendered in Step 2, he or she may forward the grievance, within ten (10) workdays from the receipt of such decision, in writing to the Battalion Commander. This is the Final Administrative Review. The Battalion Commander will review the grievance and, if he or she desires, arrange for a meeting with the principals involved within five (5) workdays from receipt of the grievance. In those instances where they have not been designated as the grievant(s) representatives, the Union shall be invited to attend such meetings. The Battalion Commander shall give the grievant(s) a written decision within ten (10) workdays after the meeting, if held, or within ten (10) workdays after receipt of the grievance. A copy of the decision will be furnished to the Union.

F. A grievance not satisfactorily resolved at Step 3 of this procedure may be referred to arbitration in accordance with the procedures specified in the Arbitration Article in this Agreement.

G. Written grievances must be signed by the grievant(s) or their representative and must include the following data:

1. The aggrieved employee(s)' name, position title, grade, and organization.
2. A description of the basis for the grievance including, where appropriate, facts such as times, dates, names, and similar pertinent data.
3. A brief statement of the step(s) taken to informally resolve the grievance.
4. The personal remedy that is being sought.
5. Identification of the employee's representative.
6. If known, the specific section(s) of the Article(s) of this Agreement, or law, rule, or regulation with respect to personnel policy, practices, or other matters affecting conditions of employment that is subject(s) of the grievance.
7. If known, identify issue(s) not resolved at the previous step.

#### **SECTION 7 - UNION/AGENCY GRIEVANCE PROCEDURE**

A. Disputes that arise between the local Parties are encouraged to be informally resolved in a cooperative manner



prior to filing a formal Union or Agency grievance. If a dispute remains unresolved, either Party may file a written grievance with the Battalion Commander/Union President.

B. In the case of a Union grievance:

1. The Union files a written grievance with the Center Director within ten (10) workdays. Within ten (10) workdays, the Center Director provides a written decision to the Union.

2. If still unresolved, the Union may invoke arbitration.

C. In the case of an Agency grievance:

1. The Agency files a written grievance with the President of the Union within ten (10) workdays. Within ten (10) workdays, the President of the Union provides a written decision to the Agency.

2. If still unresolved, the Agency may invoke arbitration.

#### **SECTION 8 - MODIFICATION OF PROCEDURES**

A. The time limits at any step of the negotiated grievance procedures may be extended by the mutual consent of the Parties. An extension justified by USARB CLEVELAND workload, Union caseload, or emergencies will be approved. If given orally, the denial will be followed up in writing.

B. Employee grievances concerning formal disciplinary or adverse actions grievable under this Article will be directed formally to the Battalion Commander. In these cases, the time limit for filing the grievance will be ten (10) workdays after receipt of the notice of decision.

#### **SECTION 9 - FAILURE TO MEET REQUIREMENTS**

Failure of the Agency to meet the time limits prescribed above shall permit the employee or the Union to move the grievance to the next step of the grievance procedure. Failure of the employee(s) or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. The employee(s) or the Parties may withdraw the grievance at any time.

#### **SECTION 10 - RECORDS AND DOCUMENTATION**

The Agency shall, upon request, furnish the grievant(s) with pertinent records, regarding a grievance under this Article,

subject to limitations of the Privacy Act. Information/data that cannot be shared with the Union or grievant so that a proper defense may be prepared cannot be used to support any action against an employee.

#### **SECTION 11 - WITNESSES**

All USARB Cleveland employee(s) testifying on a grievance being processed under this Article shall be in a duty status.

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### **ARTICLE 34 ARBITRATION**

#### **SECTION 1 - GENERAL**

A. This Article establishes procedures for the arbitration of disputes between the Union and Agency which are not satisfactorily resolved by the negotiated grievance procedure contained in this Agreement. If a grievance is not satisfactorily resolved under this Agreement, such grievance shall, upon written notification to the other Party, be referred to arbitration. Only the Union President or the Battalion Commander (or their designees) may invoke binding arbitration.

B. Arbitration may be invoked within twenty (20) workdays after receipt of the final decision on the grievance.

C. We agree that settlement discussions will be conducted prior to incurring an obligation to pay an arbitrator, in a cooperative effort to resolve the dispute before arbitration.

#### **SECTION 2 - SELECTION OF AN ARBITRATOR**

A. Within ten (10) workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, a toss of a coin, or other mutually agreeable method, will determine which Party will strike the first name. The Union and the Agency shall alternately strike one arbitrator's name from the list. The remaining person shall be the duly selected arbitrator.

B. If either Party refuses (or fails) to participate in the selection process, the other Party may select an arbitrator (from

the FMCS list, or the agreed upon list when the Parties have adopted alternative procedures). If an arbitrator has not been selected within 60 days after invoking arbitration, the arbitration will be untimely, absent mutual consent.

### **SECTION 3 - COST OF ARBITRATION**

A. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses, of the arbitrator selected and assigned to a case. The Parties may wish to consult on the "reasonableness" of the arbitrator's charges. The travel and per diem shall not exceed that authorized by the Joint Travel Regulations (Vol. 2).

B. The arbitration hearing will be held on the Agency's premises during the regular shift hours, Monday through Friday. In the event that it is necessary for the hearings to be held in facilities not under the administrative control of the Agency, the cost of such facilities shall be borne equally by the Agency and the Union. Any necessary travel expenses of the grievant, a Union representative (if employed by the Agency), and witnesses approved in accordance with Section 6 of this Article, will be reimbursed by the Agency.

C. Employees serving as Union representatives, necessary grievant and Agency witnesses, who have direct knowledge of the circumstances and factors bearing on the case, shall be in a duty status to participate in the arbitration proceedings (i.e., without loss of pay or charge to annual leave).

D. By mutual consent, arbitration may be conducted as oral proceedings with no verbatim transcript and no filing of briefs.

In the event only one of the Parties desires a transcript of the proceedings, that Party shall be responsible for making arrangements for and the full cost of the transcript. If the other Party later wishes a copy of the transcript, that Party shall pay for half of the original cost.

### **SECTION 4 - AUTHORITY OF ARBITRATOR**

A. We agree that the jurisdiction and authority of the arbitrator's opinions will be confined exclusively to the interpretation and application of the provisions of this Agreement and Departmental regulations.

B. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

C. The arbitrator will have the authority to make an aggrieved employee whole to the extent such remedy is not

prohibited by statute, higher-level regulations, decisions of appropriate higher authority, or this Agreement.

D. The arbitrator's decisions will be final and binding. However, the Parties reserve the right to take exceptions to any award to the Federal Labor Relations Authority in accordance with its rules and regulations.

#### **SECTION 5 - PROCEDURES/TIME FRAMES**

A. We encourage the Parties to meet within fifteen (15) calendar days following the selection of an arbitrator to develop a joint submission which identifies the facts and exhibits to be jointly stipulated, and the precise issues to be resolved by the arbitrator. If the Parties are in disagreement as to the issue(s), the positions of the Parties will be separately stated. A joint stipulation is encouraged in the interest of avoiding unnecessary delays in the arbitration hearing.

B. The Parties shall endeavor, wherever possible, to stipulate the facts involved in a case prior to the opening of the arbitration hearing.

C. The arbitrator shall render and serve a written award on the Parties to this Agreement within 30 calendar days of the close of the hearing.

#### **SECTION 6 - WITNESSES**

A. At least ten (10) workdays before the opening of the arbitration hearing, the Parties shall exchange lists of witnesses whom they expect to have testify. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness.

B. Except in unusual situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses.

#### **SECTION 7 - GRIEVABILITY/ARBITRABILITY DECISIONS**

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.

#### **SECTION 8 - EXTENSION OF TIME LIMITS**

Time limits in this Article may be extended by mutual written consent of the Parties.

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**ARTICLE 35**  
**EXPEDITED GRIEVANCE/ARBITRATION**

**SECTION 1 - GENERAL**

We recognize the seriousness of certain personnel actions, which may be appealed through grievance procedures. Such actions are properly handled as expeditiously as possible. To that end, we agree to the following expedited grievance/arbitration procedure.

**SECTION 2 - CONDITIONS**

A. The Union may choose to place the following issues in the expedited grievance/arbitration process in lieu of appealing through the normal steps of the grievance procedure:

1. Removal under Section 4303 of 5 U.S.C. as a result of unacceptable performance.
2. Removal under Section 7512 of 5 U.S.C. as a result of conduct.

**SECTION 3 - TIMING**

The Parties agree that a notice of decision to remove an employee under Section 4303 of 5 U.S.C. or Section 7512 of 5 U.S.C. will be delivered to the employee and the employee's designated Union representative at least 20 workdays prior to the effective date of the removal. This advance notification does not apply in any case where the crime provision is invoked.

**SECTION 4 - NOTIFICATION**

If the Union desires to invoke the expedited grievance/arbitration procedure, it will notify, in writing, USARB Cleveland not later than one (1) workday after receipt of the notice of decision to remove. The Union may withdraw its request for the expedited grievance/arbitration procedure at anytime prior to the setting of the hearing date.

**SECTION 5 - PROCESS**

A. Upon receipt of the written request from the Union invoking the expedited procedure, USARB Cleveland will:

1. With the Union, jointly contact an arbitrator from the list maintained solely for this expedited procedure (as described in Section 6 below). The arbitrator will be informed that he or she may be called upon to conduct an arbitration hearing under this expedited procedure pending a decision from the Battalion Commander.

2. Arrange, as soon as possible, but not later than five (5) workdays after receipt of the Union request for the expedited procedure, a meeting of the Union and affected employee(s) with the Battalion Commander and appropriate management officials for the purpose of resolving the grievance. The Battalion Commander will render a decision not later than one (1) workday after the meeting. The employee's designated Union representative will be allowed a reasonable amount of time to interview witnesses and for research purposes prior to the meeting with the Battalion Commander and, if necessary, prior to the arbitration hearing.

3. Notify the employee and the Union that the removal action is canceled if the Battalion Commander so decides.

4. With the Union, jointly contact the arbitrator immediately and confirm a date for the arbitration hearing if the Battalion Commander sustains the removal action and if the Union desires to proceed to arbitration.

#### **SECTION 6 - ARBITRATORS**

A list of 5 to 7 arbitrators will be mutually agreed upon and jointly retained by the Parties at all times for this expedited procedure. All of the arbitrators will be contacted in advance to ensure that each agrees to comply with the procedures specified in this Article. The arbitrator list will be arranged in reverse alphabetical order and they will be called in sequential order from the list.

#### **SECTION 7 - INFORMATION REQUESTS**

A request for information by the Union under the provisions of Section 7114(b)(4) of 5 U.S.C. will be processed by USARB Cleveland within one (1) workday following receipt of the request, unless the nature of the information requires more time, in which case the Union will be notified.

#### **SECTION 8 - ARBITRATOR PROCEDURES**

A. Procedural requirements for the arbitrator:

1. The hearing must be conducted within five (5) workdays after notification of his or her selection to hear the case.

2. The arbitrator will have the obligation of ensuring that all necessary facts and considerations are heard from the representatives of the Parties.

3. Post-hearing briefs will not be submitted.

4. The arbitrator must render a decision within three (3) workdays of the hearing.

#### **SECTION 9 - REMOVAL**

Removal will be delayed pending receipt of the arbitrator's decision.

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### **ARTICLE 36 CONTRACTING OUT**

#### **SECTION 1 - GENERAL**

The Agency agrees to meet and confer with the Union regarding any study of a function considered for contracting out which affects employees within the bargaining unit. We agree to comply with all provisions of this Agreement and all applicable laws, rules, and regulations concerning contracting out.

#### **SECTION 2 - NOTIFICATION**

The Agency agrees to inform the Union President after notification to Congress when contemplating the possibility of contracting out work being done by bargaining unit employees. Further, the Agency will keep the Union apprised of the development of the consideration to contract out.

#### **SECTION 3 - COMMERCIAL ACTIVITIES STUDY**

The Union will be kept informed on the progress of commercial activities studies of bargaining unit positions. Activities conducting such studies will meet and confer, as frequently as necessary, with the Union while studies are on-going. Briefings will be held with affected bargaining unit employees for the purpose of providing information on contracting out as well as encouraging their input on how to streamline operations. The Union will be given an opportunity to attend such briefings. The Union will also be asked to take part in post-announcement management improvement actions to include

improving the in-house organization and recommending information for inclusion in the Performance Work Statement.

#### **SECTION 4 - SITE VISITS**

The Agency will notify the Union when a site visit will be conducted for potential bidders of any function undergoing a commercial activities study which contains bargaining unit employees. A Union representative may attend the "walk through" held for potential bidders.

#### **SECTION 5 - INFORMATION**

The Agency agrees to provide to the Union, upon request, information not prohibited by laws, rules, or regulations concerning commercial activities studies. After the completion of studies, periodic briefings will be held between the Agency and the Union to provide the Union with appropriate information on decisions affecting unit employees. This includes information on decisions to keep the function in-house or to contract it out.

The findings and recommendations of the "most efficient organization" management study will be discussed with the Union and affected employees as soon as the information can be released.

#### **SECTION 6 - IF THE DECISION IS TO CONTRACT OUT**

A. We will meet and confer to assess the impact on bargaining unit employees and to minimize any adverse impacts. If unit employees are displaced, the Agency will make every reasonable effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires if needed.

B. Employees who are adversely affected by the decision to contract out will be advised of their rights pertaining to the right of first refusal, Reduction-in-Force, and severance pay.

C. The Agency will retrain affected career employees, if necessary, when they are reassigned as a result of contracting out.

#### **SECTION 7 - RIGHT OF FIRST REFUSAL**

We recognize the "right of first refusal" which provides that the contractor will grant applicable employees, displaced by direct result of contracting out, the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal, because of displacement due to contracting out, shall not deny a bargaining unit employee of any



rights he or she might otherwise have under applicable Reduction-in-Force procedures.

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**ARTICLE 37**  
**SERVICE OF LEGAL PROCESS**

We agree that employees will be afforded the opportunity to receive service of legal process (e.g., summons, subpoena, or warrant) away from their work area whenever practicable.

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**ARTICLE 38**  
**WORKPLACE VIOLENCE**

**SECTION 1 - COMMITMENT**

We are committed to promoting and maintaining a safe environment for USARB employees. The Agency and the Union acknowledge a mutual responsibility to work with all employees to maintain a work environment free from violence, harassment, intimidation, and other disruptive behavior.

**SECTION 2 - GENERAL INFORMATION**

A. Physical violence, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated in USARB Cleveland. Such behavior includes, but is not limited to oral or written statements or other actions that communicate a direct or indirect threat of physical harm.

B. We agree that acts or threatened acts of workplace violence must be dealt with swiftly to prevent further occurrences. Individuals who commit such acts may be removed from the work area and may be subject to disciplinary action up to and including removal, criminal penalties, or both, if warranted. Whenever possible, employees will be removed with minimal disruption from the area, as required by the situation.

**SECTION 3 - REPORTING PROCEDURES**

We agree that all USARB Cleveland employees have the responsibility to report workplace violence to their supervisor or building security personnel

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**ARTICLE 39  
REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

**SECTION 1 - COPIES**

Booklet copies of this Agreement shall be provided by the Agency to each employee in the unit. The Union shall be furnished a reasonable number of copies to meet its needs.

**SECTION 2 - EXPENSES**

The expenses for printing and distribution of the Agreement shall be borne by the Agency.

**SECTION 3 - SPECIAL NEEDS**

The Agency will make arrangements for employees requiring special accommodations to be able to read this Agreement.

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**ARTICLE 40  
EFFECTIVE DATE, DURATION, AND CHANGES**

**SECTION 1 - EFFECTIVE DATE**

The effective date of this Agreement is the date of approval by the appropriate Defense of the Army authority, or 30 days after being signed by the members of the negotiation team. However, in order to permit orientation, implementation of its provisions will be suspended at the Center level for 30 days after the effective date. Until implementation of these provisions, the parties will be governed by their existing regulations and policies.

**SECTION 2 - CONTRACT RENEGOTIATION**

A. Upon the effective date of this Agreement there will be a 12 month moratorium on renegotiation.

B. Following the moratorium, either Party to this Agreement may request that it be opened for amendment when it is considered that a portion of the Agreement is unworkable, unequitable, no longer cost-effective, or contrary to subsequent law, rule, or regulation.

C. The party desiring to renegotiate portions of this Agreement will notify the other party 60 to 90 days prior to the desired negotiation date.

**SECTION 3 - INVALID OR ILLEGAL PROVISION**

Should any part or any provision of this Agreement be rendered or declared invalid or illegal, by reason of any existing or subsequent law, rule, or regulation, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.