

## **PREAMBLE**

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and Management officials; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-Management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW, THEREFORE, under Title VII of Public Law 95-454, this agreement will constitute a Labor Management Relations Agreement between the U.S. Army Cold Regions Research and Engineering Laboratory (USACRREL) and the National Federation of Federal Employees Local No. 1472.

For the sake of brevity only, masculine pronouns have been used throughout this agreement. It is acknowledged that positions discussed may be held by either gender.

**Article 1**  
**GENERAL PROVISIONS**

1.1 **AUTHORITY:** This agreement is entered into under the authority granted in Title VII, Public Law 95-454, Civil Service Reform Act of 1978, and letter of Exclusive Recognition, dated 10 April 1967, to the President of Local No. 1472 NFFE, for the employees in the unit.

1.2 **PURPOSE:** This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. They have entered into the agreement primarily for the following reasons:

a. To advance employee participation in the formulation and implementation of personnel policies, practices, and matters affecting working conditions.

b. To facilitate the adjustment of grievances, complaints, disputes and impasses.

c. To provide for systematic labor-Management relations.

d. To promote the highest degree of efficiency and responsibility in the accomplishment of their respective objectives.

1.3 **PARTIES:** The parties to this agreement are the U.S. Army Cold Regions Research and Engineering Laboratory (USACRREL), hereinafter referred to as Management, and the National Federation of Federal Employees, Local No. 1472, hereinafter referred to as the Local.

1.4 **COVERAGE:** This agreement is applicable to:

a. All USACRREL General Schedule personnel, whose official duty station is Hanover, New Hampshire, excluding professional personnel, supervisors, Management officials, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity.

b. All USACRREL Wage Grade personnel, excluding supervisors, whose official duty station is Hanover, New Hampshire.

1.5 **USE OF OFFICIAL TIME:**

a. In negotiations:

(1) Management and the Local agree that economical and businesslike bargaining practices are desired and that undue hardships or delays in negotiations should be avoided. To this end the Employer and the Local agree that negotiations will be conducted during regular working hours and that official time, during which the employee would otherwise be in a duty status, will be authorized for each of the members of the Local negotiation team for this purpose. The number of employees for whom official time is authorized may not exceed the number of members

on the Management negotiation team. The Prenegotiation Agreement which applies to negotiations during the duration of this agreement is an Appendix to Article 1.5a(1).

(2) The authorization of official time for participation in negotiations is applicable to the total negotiation process from preliminary meeting on ground rules, through all aspects of negotiations, including mediation and all impasse resolution processes and also any negotiation of supplements or amendments.

(3) Overtime and premium pay for purposes of participating in negotiations are not authorized.

b. In representational functions related to complaints, grievances, and appeals:

(1) Management and the Local agree that a representative of the Local may use reasonable amounts of official time when representing a unit employee in complaint, grievance, and appeal proceedings. Such use of official time normally will be confined to the one representative of the Local who is representing the employee and to the employee presenting the complaint, grievance, or appeal.

(2) When it is necessary for a representative of the Local to leave his work station to represent an employee in such a proceeding, he will so inform his supervisor or the supervisor's designated representative, and estimate the amount of time required. Permission to perform the representational function will be given unless work requirements will not allow. When the Local representative intends to visit the employee represented or another employee with regard to a complaint, grievance, or appeal, he will also inform the supervisor of the employee to be visited; permission to perform the visit will be given unless work requirements will not allow. If work requirements do not allow the absence at a specific time, permission for absence will be granted within a reasonable time.

(3) Representatives of the Local will not solicit complaints, grievances, or appeals from employees.

c. In other representational functions:

The use of reasonable amounts of official time by Union representatives may also be authorized for other matters involving dealings with Laboratory Management officials when those matters are of mutual concern to Management and its employees. Such matters are generally confined to the following:

(1) Discussions with Management officials on matters of mutual interest.

(2) Attendance at formal discussions.

(3) Attendance at joint Management–Union meetings, including time needed to prepare for the meetings.

(4) Review of draft regulations and preparation of comments related thereto.

(5) Execution of steward responsibilities.

d. Pre-arranged schedules and limitations.

The parties agree that under normal circumstances it is reasonable for the Local to devote 16 hours a week to performing the responsibilities described in subparagraphs b. and c. The parties also agree that pre-established periods for the accomplishment of these duties is of mutual interest. Pre-arranged schedules, approved by immediate supervisors, with no one person scheduled for more than four hours a week, will be established. Any use of official time beyond that which has been pre-established will require the prior approval of the supervisor and any total weekly usage above 16 hours will require specific report to the OHR as to why the additional time was required.

e. Union Internal Business: Non-representational activities

(1) Activities concerned with organizing efforts and the internal Management of the Local, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding forms or forms revoking dues withholding authorizations, campaigning for labor organization office, distribution of internal Union literature, and preparations for negotiations except as may be modified by a pre-negotiation agreement, may be conducted only during the nonwork time of the employees involved.

(2) When the Local schedules membership meetings, internal elections, workshops on negotiating skills or techniques, meetings with National Office representatives, conventions or similar events wholly or partially within the scheduled working hours of employees, any employee attending or participating in such events shall do so in an annual leave or leave without pay status.

f. Mutually Beneficial Activities:

(1) An employee who is an official or representative of the Local will be excused without charge to leave in conjunction with attendance at a training session sponsored by the Local, provided the subject matter of such training is of mutual concern to the Laboratory and the employee in his capacity as a Union representative, and the Laboratory's interest will be served by the employee's attendance. Administrative excusal for this purpose will cover only those portions of the training session as meet the foregoing criteria and will be subject to the following conditions:

a. The total amount of official time to be authorized Union officials and representatives for this purpose will not exceed one hundred twenty (120) hours per year.

b. The total amount of official time to be authorized any one official or representative for this purpose will not exceed forty (40) hours within a twelve (12) month period.

c. The Local will submit requests for such use of official time to Management preferably one week in advance of the date on which the training session is to take place.

(2) Subject to the above criteria and limitations, two (2) employees who are representatives of the Local will be excused for a period of not more than eight (8) hours each in a twelve-month period for the purpose of attending a training session sponsored by the Local concerning the Federal Wage System policies and operations. The Local will submit requests for such use of official time to Management preferably one week in advance of the date on which the training session is to take place.

## **Article 2**

### **DEFINITIONS**

2.1 **AGENCY:** An executive department, a Government corporation, or an independent establishment as defined in section 104 of Title 5, United States Code, except the General Accounting Office; in the case of the U.S. Army Cold Regions Research and Engineering Laboratory, the agency (executive department) is the Department of Defense.

2.2 **AMENDMENTS:** Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

2.3 **APPEAL:** A request by an employee for review of an agency action by an outside agency. The right to such review is provided by law or regulation and may include an adversary-type hearing and a written decision in which a finding of fact is made and applicable law, Executive Order, and regulations are applied.

2.4 **AUTHORITY:** The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

2.5 **COMPLAINT:** Except as used in the definition of grievance, complaint is intended to refer to EEO complaints, position classification complaints, or IG complaints.

2.6 **CONFIDENTIAL EMPLOYEE:** An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates Management policies in the field of labor management relations.

2.7 **CONSULTATION:** The process by which Management seeks the advice or opinion of the Local, or the Local suggests changes to Laboratory policies and has its views carefully considered. The Local may consult in person at reasonable times, on request, with appropriate officials on policy matters, and at all times present its views thereon in writing.

2.8 **EMPLOYEE:** An employee covered by the provisions of this negotiated agreement; a member of the bargaining unit represented by the Local.

2.9 **FLEXITIME:** A concept for tours of duty whereby fixed times of arrival and departure are replaced by a working day which is composed of two different types of time: core time and flexible time. Core time is the number of hours designated during which all employees must be present. Flexible time is all the time designated as part of the schedule of work hours within which the employee may choose his time of arrival and departure from the Laboratory.

2.10 **FORMAL DISCUSSION:** Generally, any meeting between one or more representatives of Laboratory Management and one or more employees in the unit or their representatives that concerns a grievance or a personnel policy or practice or other general condition of employment and that has ramifications for collective bargaining unit employees.

2.11 GRIEVANCE: Any complaint —

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee; or
- c. by any employee, labor organization, or agency concerning
  - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

2.12 LABORATORY: The U.S. Army Cold Regions Research and Engineering Laboratory, located in Hanover, New Hampshire.

2.13 MANAGEMENT: The Laboratory Commander and Director and all Management officials, supervisors, and other representatives of Management having authority to act for the Laboratory on any matters relating to the implementation of the Laboratory Labor–Management relations program established under Public Law 95-454 (Civil Service Reform Act of 1978).

2.14 MANAGEMENT OFFICIAL: An individual employed by the Laboratory in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Laboratory.

2.15 NEGOTIATION: The process whereby representatives of Management and the Local meet and exchange proposals with the objective of reaching, through bargaining, written agreement on the subject under discussion.

2.16 PERFORMANCE REQUIREMENTS: The major and critical job elements and the performance standards established for a position.

2.17 SUPERVISOR: An individual employed by the Laboratory having authority in the interest of the Laboratory to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

2.18 SUPPLEMENTS: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.

**Article 3**  
**MUTUAL RIGHTS AND OBLIGATIONS**

3.1 This agreement is subject to the following requirements: in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

3.2 Management and the Local, in behalf of the employees it represents, accept the obligation to effect settlement of issues and disputes in accordance with the provisions set forth in this agreement. Management and the Local will not change the conditions set forth in the agreement or supplements except by the methods provided in this agreement.

3.3 In prescribing regulations relating to personnel policies, practices, and matters affecting working conditions, the U.S. Army Cold Regions Research and Engineering Laboratory shall have due regard for the obligation imposed by Public Law 95-454, Section 7114. However, the obligation to meet and negotiate does not include matters with respect to the mission of the U.S. Army Cold Regions Research and Engineering Laboratory; its budget; its organization; the number of employees and internal security practices. Negotiations on the numbers, types, and grades of employees or positions assigned to an organizational unit, work project or tour of duty; or on the technology, methods, and means of performing its work may occur within the conditions of Article 10 of this agreement.

3.4 Both the Local and Management will oppose any discriminatory practices in employee promotion and training, believing that the public interest requires the full utilization of an employee's skills and abilities in his job category without regard to his race, color, creed or national origin, age or gender.

3.5 The normal point of contact between the Local and Management for the purpose of discussing questions that may arise concerning the general administration or interpretation of this agreement will be: for the Local, the duly elected President or his designee; for Management, the Human Resource Officer or his designee. In the event of their absence, the duly authorized alternate will serve in their stead.

3.6 It is recognized that this Agreement is not all-inclusive and the fact that certain conditions of employment have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this agreement.



**Article 4**  
**MANAGEMENT RIGHTS**

4.1 **RIGHTS RETAINED:** Management officials of the Laboratory retain the right:

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

b. in accordance with applicable laws —

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

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

(3) 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

(4) to take whatever action may be necessary to carry out the Laboratory mission during emergencies.

4.2 **FUTURE AGREEMENTS:** The requirements of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between Management and the Local.

4.3 **NONABRIDGEMENT:** The provisions of this article shall not nullify or abridge the rights of employees or the Local to grieve or appeal through appropriate channels the exercise of the Management rights set forth in this article. In addition, the right to negotiate on the procedures to be used in exercising Management's rights and on appropriate arrangements for employees adversely affected by the exercise of Management rights shall not be abridged by anything in this article.

**Article 5**  
**MANAGEMENT OBLIGATIONS**

5.1 Management is obligated to provide the Local the opportunity to negotiate prior to making changes, during the term of this agreement, in established personnel practices, and matters affecting working conditions of unit employees, to an extent that is consistent with Federal Law, any Government-wide rule or regulation, and any agency or Department of Army rule or regulation unless a determination of no compelling need has been made.

5.2 When conducting negotiations with Union representatives, Management is obligated to do so with the objective of reaching agreement by a diligent and serious exchange of information and views which will avoid unnecessarily protracted negotiations.

5.3 As appropriate, advance copies of proposed policies and regulation changes will be referred to the Local for comment and recommendation. The Local will reply in writing to Management either concurring or requesting negotiations or consultation on the proposed change. This shall not be interpreted as prohibiting any individual member of the unit or the Local from submitting, through established channels, suggestions concerning any other appropriate matters.

## **Article 6 UNION RIGHTS**

6.1 Management recognizes that the Local has the exclusive right to represent all employees in the bargaining unit with regard to all matters affecting conditions of employment.

6.2 Management agrees to respect the rights of the Local and to provide the Local the opportunity to negotiate regarding the formulation and implementation of new policy or change to existing policy affecting employees or their conditions of employment.

6.3 The Local, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level Management official and Union official having responsibility and authority to act.

6.4 Management will recognize the duly elected Local officers and officials/representatives designated by the Local, including Stewards.

6.5 The parties recognize the right of the Local to submit proposals or views directly to the Commander for consideration when changes in Laboratory conditions of employment are proposed by Laboratory Management.

6.6 The Local will be given the opportunity to be represented at any formal discussions between one or more representatives of the Laboratory and one or more employees in the unit or their representatives concerning any grievance, personnel policy, practices, or other conditions of employment. Management will notify the Local in advance of all such discussions. The Local shall be allowed up to twenty-four (24) hours to provide a representative. The representative shall be permitted to present the views of the Local during the discussions.

6.7 Should an employee object for reasons of privacy, the Local may choose not to exercise its right to have a representative present at all formal discussions between Management and an employee or employees held in the course of proceedings conducted to resolve a grievance submitted by a member of the unit.

6.8 The Local may represent an employee or a group of employees in presenting complaints, if it is so requested by that employee or group of employees.

6.9 If requested by the affected employee(s), the Local may represent employee(s) in presenting grievances under the negotiated grievance procedure of this agreement. In a grievance processed under the negotiated agreement, the employee(s) may be represented only by the Local or by himself/themselves. If the employee(s) represent himself/themselves the Local has the right to be a party to all discussions in the grievance process. The right of an employee representative to be present during the discussion of a grievance shall be subject to necessary requirements as to security and confidentiality of information.

6.10 The Local shall be authorized two hours of official time per week for purposes related to the public interest not provided for elsewhere in this agreement and not related to the internal business of the Local. Prior supervisory approval will be obtained when this official time is to be used.

6.11 All negotiations shall be conducted on official duty time. This shall include time to present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel.

6.12 Internal Union business, such as attending Union membership meetings, will be conducted during the nonduty hours of the employees involved.

6.13 There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Civil Service Reform Act, or against any employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

**Article 7**  
**UNION OBLIGATIONS**

7.1 The Local recognizes the right of supervisors to assign duties as necessary and to supervise work performance, and will support Management's right to assure that assigned duties are performed properly, recognizing that the employee's failure or refusal to comply may be grounds for disciplinary action.

7.2 The Local agrees to represent the interest of all employees in the unit without discrimination and without regard to membership in the Local with regard to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions.

7.3 When conducting negotiations with Management, the Local is obligated to do so with the objective of reaching agreement by a diligent and serious exchange of information and views which will avoid unnecessarily protracted negotiations.

7.4 The Local agrees to provide Management, on a quarterly basis, a summary of official time usage on the prescribed form (Appendix A of this Article, p. 51). The quarters end on the last day of March, June, September, and December. Time usage reports will be provided, under normal circumstances, within two weeks of the quarter end-date.

**Article 8**  
**EMPLOYEE RIGHTS**

8.1 Employees in the Unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist any labor organization as defined in Title VII Public Law 95-454, or to refrain from any such activity. Except as expressly provided hereinafter and in Title VII Public Law 95-454 the freedom of such employees to assist any labor organization shall include the right:

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

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen under Title VII of Public Law 95-454 as long as it would not result in a conflict of interest or otherwise be incompatible with law or the official duty of the employee.

8.2 This agreement does not prevent any employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policies, or from choosing his or her own representative in a complaint or statutory appeal action.

8.3 Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Management shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Civil Service Reform Act, the grievance procedure set forth in this agreement, or any other procedure for redressing wrongs available to an employee.

8.4 Management and the Local will mutually conduct information orientation sessions for members of the bargaining unit relative to the effective administration of this agreement.

8.5 Management will take action as required, consistent with law or regulations, to inform employees of their rights and obligations as prescribed in the Civil Service Reform Act of 1978 and this Article.

8.6 An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, Management affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to Management on such activities, except as required by law or regulation of higher authority.

8.7 Management will not coerce or in any manner require employees to invest their money or to donate to charity.

8.8 No employee will be discriminated against by either Management or the Local because of race, color, creed, religion, gender, national origin, age, marital status, physical handicap or political affiliation.

8.9 Employees will not be coerced to perform voluntary activities.

**Article 9**  
**UNION REPRESENTATIVES**

9.1 Management agrees to recognize the elected and appointed officers and stewards certified to it by the Local.

9.2 The Local may appoint up to eight stewards, including the Chief Steward. Stewards will normally be designated from among the Local employees regularly assigned to the organizational element they serve and will normally confine their activities to the element they service. The Local will normally assign a steward to each major organizational element.

9.3 The Local shall furnish Management in writing, and maintain on a current basis, the names of the Chief steward and all stewards and their organizational assignments. The Local shall similarly inform Management of the names of Union Officers.

9.4 In order to improve communications between supervisors and stewards, it is mutually agreed and understood that activities that may be expected of the Chief Steward and stewards will include as a minimum, but not necessarily be limited to the following:

a. Informing Management and discussing potential problem areas with a view to improving working conditions.

b. Advising employees to seek resolution to complaints through open and frank discussion with their immediate supervisor.

c. Offering positive recommendations to supervisors and employees on what can be done to correct workplace problems existing in the organization serviced.

d. Communicating employee views to Management.

e. Assisting supervisors in communicating and explaining Management decisions to employees and assisting employees in expressing their views to supervisors.

9.5 Stewards are encouraged to meet with the first-line supervisors in the organizational elements whose bargaining unit members they represent to discuss matters affecting the working conditions of members of the bargaining unit.

9.6 It is desired that complaints be resolved at the lowest possible level. Toward this end, Management and the Local agree that special efforts will be exerted to attempt resolution at the steward-immediate supervisor level. When complaints are initially referred above that level, the party receiving the complaint will instruct the initiating party that he should first seek resolution at the lowest possible supervisor-steward level. Until resolution is attempted at that level, no other action above that level shall be taken.



9.7 A unit member will not concurrently serve as acting supervisor and steward or Chief Steward. A unit member who is serving as a steward or Chief Steward and who is selected to serve temporarily as acting supervisor in the regular supervisor's absence (i.e., leave, TDY) will cease to serve as steward or Chief Steward during the time period he serves as acting supervisor.

9.8 The Local is responsible for determining the need for training stewards in the execution of their duties and in the provisions of this agreement. The Local will normally provide such training.

9.9 Management recognizes that there may be circumstances when it is in the mutual interest of management and the Local for Union officials and representatives to receive training in specific labor relations topics. Management through the Office of Human Resources may consider the payment of part (or all) of the tuition, per diem, and/or travel for such training. Management will attempt to bring notices of appropriate training to the attention of the Local for consideration. Training authorized will be within the limits of official time specified under Article 1.5 "Use of Official Time".

**Article 10**  
**MATTERS APPROPRIATE FOR NEGOTIATION**  
**OR CONSULTATION**

10.1 It is understood that matters appropriate for negotiation or consultation under this agreement or any supplement agreement shall relate to personnel policies and practices and matters affecting working conditions to an extent consistent with Federal law, Executive Order and Government-wide rule or regulation, and any agency or Department of Army rule or regulation unless a determination of no compelling need has been made.

10.2 Such matters include, but are not limited to: safety, training, Labor-Management relations, employee services, matters of adjusting grievances, appeals, leave, promotion plans, demotion practices, and hours of work.

10.3 It is the mutual obligation of Management and the Local to meet at reasonable times and confer and negotiate in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, and published agency policies. Management agrees to provide the Local with copies of all regulatory materials relevant to these areas which are received by the Laboratory. Either party may take the initiative in calling such meetings and in determining whether such meetings will take the form of negotiations.

10.4 The parties agree that in order to enhance the organizational performance of the Laboratory that management will not be limited in any way from discussing directly with unit employees the technology, methods and means of performing work.

10.5 Nothing in this contract shall be construed as limiting management rights to assign work, to determine the personnel by which agency operations shall be carried out or any other 5 USC 7106.(a) right.

10.6 Management agrees to negotiate in good faith on any specific proposal initiated by the Local over a subject set forth in 5 USC 7106(b)(1).

10.7 Subject to the provisions of 10.6, if applicable, and any obligations under 7106(b)(2) and (3), management of the Laboratory is not restricted from making determinations 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.

**Article 11**  
**PRESENTATION AND EXCHANGE OF VIEWS**

11.1 The Local has the right and the responsibility to present the views of the unit to Management and Management to present its views to the Local, either orally or in writing, on any matter of concern which is appropriate for negotiation or consultation in accordance with this agreement. If either party requests, the parties will meet promptly in an effort to resolve the matter which created the concern. Whenever possible, the party requesting the meeting shall give reasonable advance notice to the other party and shall specify the subject matter to be discussed and the problem(s), if any, which generated the need for discussion.

11.2 The Human Resource Officer or his designee is designated as the principal point of contact for conducting business with the Local.

11.3 The Local President or his designee is designated as the principal point of contact for conducting business with Management.

11.4 The designation of the Human Resource Officer as the principal point of contact for Management will not in and of itself preclude the right of the Local President or his designated representative from consulting with the Commander, or the Deputy Commander in his absence, on any matters that may rightfully be brought to his attention.

11.5 The parties agree to use due respect for each other before referring internal issues outside the Laboratory.

**Article 12**  
**PARTNERSHIP COUNCIL**

12.1 Preamble: In order to promote increased quality and productivity, customer service, mission accomplishment, efficiency and the quality of work life at USACRREL a Partnership Council is established. This Council, representing management and all employees as equal partners will seek through consensus decision- making to identify activities to attain the aforementioned objectives and provide specific recommendations to the Director or other appropriate empowered official. The Partnership Council is meant to bring together the three principal parties at CRREL, representing management, the Local and the non-supervisory, professional staff to work together as partners to improve the operations and the quality of work life at the Laboratory. The Council does not remove, limit or in any way affect rights or obligations of NFFE, 1472 as provided in chapter 71 of title 5 or E.O. 12871.

12.2 Membership: The Partnership Council will consist of three groups. For management: the Commander - a designated senior manager - Chief, CRREL Team, Office of Human Resources. For the Local: the President, NFFE Local 1472 - the Vice-President, NFFE Local 1472 and one CRREL employee as designated by the Local . For the professional staff: three non-supervisory, professional staff members as designated by the Senior Technical Advisory Group. Designated members will serve two year terms.

12.3 Actions: The activities of the Council are to:

- a. Seek ways to attain the goals described in the Preamble,
- b. Serve as a forum for communication by CRREL leadership to others concerning issues/challenges to the Laboratory,
- c. Exchange views and consult on recommended actions to be taken on issues affecting the members of the Laboratory.
- d. Serve as a method of articulating planned leadership action under reserved management rights and provide a forum to discuss procedures for implementation. The Local may request separate impact and implementation bargaining.
- e. Serve as a forum for initial discussions and consensus decision making as to recommendations regarding quality of worklife and means of improving operations of the Laboratory. The Local reserves formal bargaining rights when requested.
- f. Serves as a vehicle to enhance partnership, trust and cooperation within the Laboratory.

12.4 The Council will not be used for:

- a. The discussion of any individual grievance,

- b. Formal negotiations over any reserved management right under 5 USC 7106 a.
- c. Formal negotiations over the labor agreement or supplements.
- d. Formal negotiations over conditions of employment.

#### 12.5 Operations:

- a. The Council will meet at a mutually acceptable time, place and date during the first full week of every month and additionally as determined by the Council.
- b. Minutes will be kept and rotated among the three parties, approved by all parties and provided to all members prior to the next meeting.
- c. Chairperson will be rotated among the three parties.
- d. Council members will not send substitutes.
- e. A minimum of two members from each team must be present to constitute a quorum.
- f. Decisions as to recommendations will be based on consensus of the three parties.
- g. The council may appoint work groups to accomplish the work of the council and may invite selected individuals to discuss technical information and facts relative to specific issues.
- h. Additional specific procedures and methods of operation of the Council may be determined by consensus of the three parties.
- i. Council members and assigned work group members shall be permitted official time to conduct prescribed activities of the Council.

**Article 13**  
**SAFETY AND HEALTH**

13.1 GENERAL: Management shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, Chapter XVII of Title 29, Department of Labor Rules and Regulations and EM 385-1-1. Management will provide the Local the opportunity to negotiate on any proposed changes relative to occupational safety and health policies and/or to make recommendations relevant thereto. Management will continue to exert every reasonable effort to provide and maintain safe working conditions and occupational health protection for employees, inclusive of the training of personnel in safety matters. It is recognized that each employee has a responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others.

13.2 SAFETY AND HEALTH COMMITTEE: The Local shall have one representative on the Safety and Health Committee.

13.3 EMPLOYEE RESPONSIBILITIES: In the interest of the safety, health, and welfare of unit members, Management and the Local agree to actively encourage all employees to:

- a. Keep their work area neat and clean.
- b. Follow safety rules and procedures and observe and obey danger, warning, or caution signs.
- c. Report to work with an alert mind and rested body.
- d. Wear protective devices when required.
- e. Courteously respect fellow workers' rights and privileges.
- f. Report all occupational injuries, suspected diseases or illnesses to their supervisor and employee representative.
- g. Comply with all DOD/CE safety and occupational health standards.
- h. Comply with local policies and directives concerning the CRREL safety and occupational health program.
- i. Report unsafe equipment, conditions, or acts of others to the appropriate supervisor or, in his absence, the alternate for correction.

13.4 EMPLOYEE RIGHTS: Employees have the right to:

- a. Work in an area in which hazards have been eliminated to the maximum extent permitted by operational requirements, existing technology and available resources, and to report any known or suspected hazards.
- b. Expect suitable corrective action on all reported hazards.
- c. Review OSHA, DOD, DA, USACE, and CRREL safety and health standards, rules and regulations which apply to their job.
- d. Object to the abatement periods set by Management as provided in AR 385-10. Objections will be presented through the chain of command.
- e. Have an authorized employee representative present on formal inspections.
- f. Request and receive anonymity in reporting hazards to the Industrial Hygienist.
- g. Request information from the supervisor or Environmental and Safety and Security Office on work place safety and health hazards.
- h. Be represented on local safety committees.

13.5 WORK HAZARDS: It is recognized that situations may arise in which an employee or his supervisor has reasons to feel that the employee would have to expose himself to hazards endangering health, safety, or property in order to carry out his work. When either party identifies such a situation, it is his responsibility to discuss the problem with the other so that necessary steps may be taken to protect the employee. When despite diligent effort on the part of employee and supervisor to remove the employee's concern that a hazard endangering health, safety, or property exists at the work site, such concern on the part of the employee has not been removed, either the employee or the supervisor may contact the Industrial Hygienist or his designee. The Local shall be notified of all hazards reported to the Environmental, Safety and Security Office. The Industrial Hygienist or his designee will inspect the work site and will make a determination as to whether or not a hazard exists, what protective measures may be taken to remove any hazard to the employee, and whether or not the work may continue. The decision of the Industrial Hygienist will be final subject to the employee's filing a report of unsafe or unhealthful conditions under the provisions of AR 385-10. If the employee's concern is that the hazard is threatening to life or limb, the work may cease until the Safety Officer or his designee has made his determination.

13.6 RECORDS: In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management will report and maintain records of on-the-job accidents and illnesses. Subject to the provisions of the Privacy Act, a copy of all such reports will be provided to the Local upon its request.

13.7 INSPECTIONS: The Local will be informed of all formal inspections and may participate on the inspections if it so requests. A copy of any report made by an inspection team (Industrial, Hygiene or whatever) will be furnished to the Local.



**Article 14**  
**DISCIPLINE AND ADVERSE ACTIONS**

14.1 Both Management and the Local recognize that maintaining discipline usually is not a problem within a work environment where reasonable rules and standards of conduct are clearly communicated and consistently enforced. Management agrees that undue delay in the initiation of appropriate disciplinary action is unfair to employees and that every effort will be made to take necessary action in a timely manner. When disciplinary or adverse actions are required they are to be constructive in nature and have objectives that are designed to develop, correct, and rehabilitate employees. Management will ensure that all actions taken are for just cause.

14.2 The employee has the right to Union representation during any meeting with Management which he reasonably believes may result in disciplinary action; however, to exercise this right the employee must request Union representation. The employee may request adjournment of any such meeting for a reasonable period until such time as Union representation is available. Management agrees to inform employees in the Unit annually of their rights in the above matter.

14.3 In the event that an employee is issued a notice of proposed suspension, demotion or removal, the employee will be afforded and made aware of all his rights including right to representation. In all cases, the employee and/or the designated representative shall be given the opportunity to review all relevant material used so that a reply orally and/or in writing may be made. Except when there is reasonable cause to believe that an employee has committed a crime for which a sentence of imprisonment may be imposed, the employee shall have at least 10 calendar days to respond. Upon request, the employee and/or the designated representative will be provided a copy of all relevant material used. The employee and the chosen representative will be allowed a reasonable amount of official time to review this material and prepare a reply thereto, if appropriate.

14.4 In the event that an employee is given a letter of reprimand he will be offered a five-day period to rebut the matter to the issuing supervisor before it is placed in the Official Personnel Folder. The letter of reprimand will also state the employee's grievance rights including the right to review relevant documents, the right to representation, and the right to use a reasonable amount of official time.

**Article 15**  
**TRAINING AND UPWARD MOBILITY**

15.1 GENERAL: Formal training related to the performance of official duties will be made available to members of the unit in accordance with the needs of the Laboratory, the requirements of current regulations governing training, and the availability of training funds. It shall be the policy of Management to provide training to employees in an equitable manner to assure a high level of competence. The Local agrees to provide suggestions for inclusion in the annual training plan. Suggestions for inclusion in the annual training plan will be submitted in writing to the Human Resource Officer with a copy to the Chairperson of the Laboratory Training Committee.

15.2 UPWARD MOBILITY: To the degree consistent with workload requirements and with the availability of funds, spaces, and realistic opportunities for advancement within identified needs of the Laboratory, Management will establish and support training and education programs designed to provide a maximum opportunity for all Unit members, but particularly those lower-level employees at grade levels GS-7 or equivalent and below to advance so as to perform at their highest potential. This program will be directed at assuring the full use of underutilized employees and the development of lower level employees with potential for higher-level duties.

15.3 UPWARD MOBILITY ACTIVITIES: Efforts to develop such programs will include activities such as the following:

- a. The identification of career ladders and the formulation of career development plans for interested employees which will further develop and lead to advancement both within and across occupational lines.
- b. Career counseling (both within and outside supervisory channels) for the purposes of (1) identifying employees with the potential and desire to advance, (2) encouraging and assisting employees in planning and achieving occupational, training, educational, and career goals as they relate to the needs of the individual, the Laboratory, and the Federal Service, and (3) informing employees of specific job and developmental opportunities available.
- c. Consideration of job redesign and restructuring of jobs to higher or lower grade/qualification levels which will create opportunities for advancement within an occupation and/or permit employees to cross over to jobs for which they may be only minimally qualified, but from which, with appropriate training and experience, they could advance to higher grade levels.
- d. Support of formal training and educational activities which take into consideration employee aspirations and potential and present or anticipated career opportunities and which are designed to (1) help employees qualify for related advancement and improve long-range potential, and (2) enhance and improve job performance in present and future positions.
- e. Employee utilization/placement studies to insure continued proper placement and full utilization of employees to provide opportunities for employees to acquire new skills needed for advancement.

15.4 UPWARD MOBILITY SELECTION PROCEDURES: Selection for Upward Mobility opportunities will be made under the competitive merit procedures established in the Laboratory Merit Placement and Promotion Program. Upward Mobility opportunities developed by Management will be publicized so that all employees are made aware of them and given the opportunity to apply for consideration. Employees will discuss their career goals and aspirations with their supervisors. Supervisors will identify employee training and education needs with their employees and will consider these needs and the needs of the Laboratory in conjunction with the development of the Laboratory Annual Training Plan and will develop proposals designed to meet identified needs.

15.5 Employees who so desire may submit written proposals on their training needs to their supervisors. Additionally, employees may submit a copy of such proposals to the Laboratory Training Committee.

15.6 UNION RESPONSIBILITIES: The Local will encourage unit members interested in training and development opportunities to:

- a. Communicate such interest to their supervisors.
- b. Demonstrate their attitude, ability, and potential through on-the-job performance of their assigned duties.
- c. Persevere in all training, development, and educational activities undertaken so that maximum benefit to themselves and to the Laboratory is derived.
- d. When appropriate, express willingness to locate to other geographic areas when utilization of skills, knowledge, and training acquired under this program can be achieved only by such relocation.
- e. Understand that neither selection for training nor actual accomplishment of training constitutes a guarantee of promotion to higher grade at the Laboratory or elsewhere. Promotion to higher grade is necessarily contingent upon the existence of a vacant position, need for a position at a higher grade, and compliance with merit promotion procedures; i.e., being among the best qualified.

15.7 MANAGEMENT RESPONSIBILITIES: Management will:

- a. Identify the training and education needs and interests of employees and in conjunction with interested employees formulate career development plans which can be realistically achieved.
- b. Evaluate individual development plans (IDPs) and progress at least annually at the time of the annual performance rating and provide counsel and guidance as appropriate.

c. Effect appropriate coordination when an employee's career development plan entails his leaving his present organization and/or occupation.

d. Encourage employees to avail themselves of those educational/training opportunities which are related to the Laboratory's needs and those which are related to realistic advancement opportunities.

e. Endeavor to achieve full utilization of the existing skills, abilities, and interests of employees.

f. If training funds are available, Management will ensure a program consistent with paragraph 1 of this Article, and that special attention is paid to unit members at grade levels GS-7 or equivalent and below.

**Article 16**  
**BULLETIN BOARDS**

16.1 Management will provide the Local an area on each official bulletin board for posting official Union bulletins or literature providing the contents do not violate any law or regulation, or contain scurrilous or libelous material. Union officials may post notices on these bulletin boards without prior approval of Laboratory Management. The Local will be fully and solely responsible for material posted in terms of accuracy and adherence to ethical standards and will be responsible for any statements made against any individual or organization, to the extent that the Local may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceeding. Laboratory Management reserves the right to post-audit the notices and take appropriate action, such as suspension of the privilege when it is abused.

16.2 Upon approval of this negotiated agreement, copies and supplements thereto will be posted on each official bulletin board.

**Article 17**  
**PUBLICITY**

17.1 Management agrees that, upon request, supervisors shall permit a Union representative to announce such items as notices of meetings, elections, results of elections, and other appropriate matters at a mutually agreeable non-duty time.

17.2 Should the necessity arise for issuance of a joint release to the public news media, the Public Affairs Officer will be responsible for dissemination of such release after its contents have been approved by the Commander and Director and the Local President.

**Article 18**  
**GRIEVANCE PROCEDURE**

18.1 GENERAL: Management and the Local recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employees and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

18.2 COVERAGE: To this end, the parties establish the following procedure to be used to consider and resolve grievances over any matter of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this agreement; conditions of employment; or relationships with Laboratory supervisors and Management officials other than the following:

- (1) Any claimed violation relating to prohibited political activity
- (2) Retirement, life insurance, or health insurance
- (3) Any examination, certification, or appointment
- (4) A suspension or removal for national security reasons
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee
- (6) Any matter subject to statutory appeals procedure except as provided in 5 USC 7121(d) and (e). Employees may use either the negotiated grievance procedure, if applicable, or the statutory appeal procedure, but not both, for matters covered under the Sections of 5 USC listed below:
  - (i) Section 4303, removal and reduction-in-grade for unsatisfactory performance.
  - (ii) Section 7512, removals, suspension for more than 14 days, reduction-in-grade or pay, and furloughs for 30 days or less.
  - (iii) Section 2302(b), prohibited personnel practices.

An employee shall have exercised his option to raise a matter either under the applicable statutory procedures or under the regulated grievance procedure at such time as the employee files a grievance in writing in accordance with this Article.

- (7) Nonselection for promotion from a group of properly ranked and certified candidates

(8) A preliminary warning of an action which, if effected, would be covered under this procedure or statutory appeals procedure

(9) An action which terminates a temporary promotion within a maximum period of two years and returns the employee to the position from which the employee was temporarily promoted.

(10) The substance of the critical elements and performance standards of an employee's position which have been established in accordance with applicable law and regulation

(11) The granting of or failure to grant an employee performance award or a quality increase or the adoption or failure to adopt an employee suggestion or invention

(12) The termination of probationary and temporary employees

18.3 REPRESENTATION: A grievance may be undertaken by Management, the Local, an employee, or a group of employees. In a grievance processed under the negotiated agreement, the employee(s) may be represented only by the Local or by himself/themselves. If the employee(s) represent himself/themselves, the Local has the right to be a party to all discussions in the grievance process. In exercising their rights to present a grievance, employees or their Union representative will be unimpeded (as long as there is no conflict with the work requirements) and free from restraint, coercion, discrimination, or reprisal.

18.4 EMPLOYEE GRIEVANCES: The following procedure is the sole procedure available to the parties and to employees in the unit for resolving grievances which fall within its coverage:

Step One: The employee or group of employees, and his (their) Union representative, if any, will present the grievance orally to the employee's(s') immediate supervisor, within fifteen (15) calendar days after the act or decision from which the grievance arose, unless the grievance results from a continuing condition, in which case it may be presented at any time. The supervisor will arrange to discuss the matter promptly, but not later than two (2) work days after presentation of the grievance, and will review the situation impartially. If the matter is within the scope of the immediate supervisor's authority, the supervisor, the employee(s), and the Local representative, if any, will try to work out a mutually satisfactory solution. If the matter is beyond the scope of the supervisor's authority, the supervisor shall contact whatever other personnel may be involved, apprise them of the grievance, and endeavor to obtain a solution that is mutually satisfactory to all parties. Every effort will be made by all parties to resolve the grievance at this point. The immediate supervisor will orally respond to the employee(s) and his (their) representative, if any, as soon as possible, but not later than four (4) workdays after the grievance has been presented. If the grievant is not satisfied with the supervisor's oral response, he may request the supervisor to put his decision in writing. Such written decision will be presented to the grievant within two (2) workdays.

Step Two: Within five workdays after receipt of a response or after seven workdays after the grievance was first presented and no answer has been provided or extension granted, the em-



ployee or representative may file a written grievance to the next level supervisor with a copy to the Office of Human Resources. Any relevant documentation should be attached. Within five workdays from receipt of the grievance a meeting will be convened by Management. The Local will be provided a copy of the grievance and be informed in advance of the meeting.

The purpose of the meeting will be to fully discuss and consider the grievance with the objective of achieving a solution acceptable to all parties. The parties may agree to more than one meeting on the matter. In the event the grievance is satisfactorily settled, the settlement will be reduced to writing and copies supplied to all parties. If settlement is not reached within five workdays from the last meeting, but not more than twenty workdays from the start of step 2, a written response will be provided.

Step 3. If a satisfactory resolution to the grievance is not reached in step two, within five work days of receipt of the written response the grievance may be presented by the grievant and/or his representative to the Commander, USACRREL. The Commander or acting Commander may 1) Grant the remedy sought, 2) Determine the matter is non-grieveable, untimely, etc., or 3) Seek mediation. At the request of the grievant or the Local, the Commander can be requested to render a decision using whatever fact finding he deems appropriate. If mediation is sought, a mediator will be requested from the Federal Mediation and Conciliation Service. If mutually agreeable, a mediator from a different source may be obtained. Any costs of mediation shall be equally borne by USACRREL and the Local. No commitments to expend funds will be made without the approval of the Local. The parties will meet with the mediator at the earliest possible date and attempt to resolve the grievance through voluntary methods. Within five days of the conclusion of mediation, the Commander will issue a letter of decision. If dissatisfied, within five workdays of receipt of the Commander's letter, the Local may request arbitration by completing Section 3 of the Negotiated Grievance form or otherwise providing a written request for arbitration.

A request for arbitration shall be valid only if signed by the Local President or Acting President or by the Commander or his designated representative.

18.5 TIME LIMITS: The time limits established in Article 18.4 may be extended by the mutual agreement of the parties.

## 18.6 MANAGEMENT AND UNION GRIEVANCES

a. The following procedures will be observed to consider and resolve formal Management and Union grievances:

Step One: The grieving party shall submit its grievance in writing (on the Negotiated Grievance Form of Appendix A, if desired) to the other party within five (5) calendar days of the event giving rise to the grievance. The written grievance will specify the nature of the dissatisfaction and the corrective action desired. The responding party will cause the grievance to be investigated and will engage in discussion with the grieving party as appropriate. Within five (5) days following the acceptance of the grievance, the responding party shall render a decision in

writing to the grieving party. If the decision results in a satisfactory resolution of the grievance and the resolution is consistent with the provisions of the agreement, the case will be closed.

Step Two: If a satisfactory decision is not reached in Step One, the grieving party will so inform the other party. Within five (5) days of being so informed, the responding party will thereupon convene an ad hoc committee to develop recommendations for the resolution of the grievance. The committee shall be composed of three Laboratory employees, at least one of whom, but not more than one, shall be from Laboratory Management, and at least one of whom, but not more than one, shall be from Local 1472, NFFE. The Chairperson of the Committee shall be designated by the responding party. The Committee shall conduct such investigations and may hold such hearings as are necessary to develop information on which to base its recommendations. The Committee shall present its recommendations in writing to the responding party within five (5) workdays after its appointment. The responding party shall render its decision within five (5) workdays after receipt of the Committee's recommendations. If the decision results in a satisfactory resolution of the grievance and the resolution is consistent with the provisions of this agreement, the case will be closed.

b. If the decision of the responding party is not satisfactory to the grieving party, the grieving party may submit the matter to binding arbitration.

#### 18.7 AUTHORIZATION OF OFFICIAL TIME

a. Employees, if otherwise in an active duty status, may use reasonable amounts of time without charge to leave or loss of pay, for such purposes as securing advice on rights and privileges under governing regulations, and for obtaining such other information or assistance pertaining to their grievances. This will include reasonable amounts of time to prepare the grievance.

b. Union representatives of Laboratory employees who file a grievance may, if they themselves are Laboratory employees and if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of a grievance under this procedure.

18.8 SECURITY CLEARANCES: If classified defense information is a factor in the grievance case, both the employee(s) and his (their) representative will be required to have an appropriate security clearance. In such cases, to permit an informed selection of a representative, the employee(s) will be provided by the Security Manager with a listing of personnel with appropriate security clearances. If the representative cannot obtain an appropriate clearance, the employee(s) must seek a representative who has or can be granted an appropriate clearance, forego representation, or permit the case to proceed without an opportunity to challenge or otherwise comment on the classified defense information involved.

## **Article 19 ARBITRATION**

19.1 **RIGHT TO ARBITRATION:** If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local or Management may refer the issue to arbitration. Approval of the employee(s) affected by or involved in the grievance is not required before arbitration is involved.

19.2 **SELECTING THE ARBITRATOR:** Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. Each party will submit one or more names of individuals they consider acceptable as an arbitrator. The parties will meet to consider the names submitted. Any individual acceptable to both parties may be selected as an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the negotiated agreement. The parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. Each party may strike two (2) names from the list and the one (1) remaining will be designated as the arbitrator who will handle the case. Deletion of names from the list will be accomplished by each party alternately striking a name from the list, the party to strike first being determined by the flip of a coin. Alternately, the parties may select an arbitrator by mutual agreement.

19.3 **FEES AND EXPENSES:** All expenses of arbitration including fees, per diem, facility charges, transcription, shall be borne by the party that does not prevail in the matter provided that the finding fully accepts or rejects the grievance as stated. The arbitrator will state whether the grievance was fully accepted or rejected. In all cases of findings less than full acceptance or rejection, the expenses shall be equally borne by the parties. The arbitrator may not be reimbursed for travel expenses in excess of those authorized by the Joint Travel Regulations. Laboratory facilities will normally be used for all arbitration proceedings.

19.4 **PROCEDURES:** Management and Union will propose suggested procedures to be presented to the arbitrator.

19.5 **AUTHORIZATION OF OFFICIAL TIME:** The arbitration hearing or inquiry shall be held on Laboratory premises during the regular day shift work hours of the basic work week. The grievant's Union representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefit to the extent permitted by civil service rules and regulations. If possible and if they so request, employees participating on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day(s) of the hearing/inquiry in which they are involved.

19.6 TIME LIMIT: The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to Management and the Local as quickly as possible, but in any event no later than thirty (30) days after the start of arbitration proceedings.

#### 19.7 ARBITRATOR'S DECISION AND EXCEPTIONS THERETO

a. The arbitrator has full authority to interpret regulations, law, or the contract as he sees fit and so render a decision on the arbitration hearing.

b. The arbitrator's decision shall be final and binding and the remedy shall be effected in its entirety. However, either party may seek judicial review of the arbitrator's decision on matters covered under Section 4303 and 7512 of Title 5 U.S. Code which could have been appealed to the Merit Systems Protection Board within thirty (30) days of the issuance of the decision. Such review will be sought in Court of the United States Court of Appeals for the Federal Circuit in accordance with the provisions of Section 7703 of Title V, United States Code.

c. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described in (a) above. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected after thirty (30) days. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

**Article 20**  
**DISPUTES OVER GRIEVABILITY OR ARBITRABILITY**

Disputes as to whether a matter is grievable or arbitrable under the provisions of this grievance procedure will be resolved to the extent possible by the parties themselves on the basis of staff guidance solicited from the Office of the Chief of Engineers; the National Office, NFFE; and the U.S. Office of Personnel Management. Disputes which the parties are unable to resolve themselves will be referred to arbitration.

**Article 21**  
**ALLEGATIONS OF UNFAIR LABOR PRACTICES**

In order to maximize settlement prospects and to avoid costly litigation wherever possible, Management and the Local agree that either party, before filing an unfair labor practice charge with the Federal Labor Relations Authority (except in cases involving apparent violations of 5 U.S.C. 7116 (b)(7) will provide the other party with a copy of the proposed charge and meet, on request, to discuss the matter and explore its resolution. If the matter is not resolved within five (5) workdays to the satisfaction of both parties, the alleging party may proceed to file the unfair labor practice charge.

**Article 22**  
**APPEALS**

Employee request for review of any formal action which may result in removal, suspension for more than fourteen (14) days, furlough for thirty (30) days or less, or reduction in grade or pay, are identified as appeals. As appeals, such requests for review will be processed in accordance with DA and/or USOPM regulations applicable to the action being appealed. At the employee's request, the Local will be notified of such an action. An employee may elect representation by the Local, by an associate or fellow employee, or by one in or out of the Federal Service, as he chooses.

**Article 23**  
**MERIT SYSTEM: PROMOTION AND DETAIL**

23.1 GENERAL: All personnel actions involving career progression shall be consistent with the spirit and intent of the merit system and applicable laws and government wide regulations. Management agrees to conduct training sessions during the life of this agreement for all employees to enhance their understanding of the merit system and to promote fair, equitable, and consistent practices in carrying out the merit promotion procedures. Actions under merit promotion procedures shall be taken without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall not be based on any criteria that are not job-related, including favoritism based on personal relationship or patronage.

23.2 COVERAGE: Promotions will be accomplished in accordance with the USACRREL Merit Promotion Plan. Exceptions and additions to that Plan, as applicable to unit members, are stated in this article.

23.3 VACANCIES: Each vacancy in the bargaining unit which is to be filled under competitive merit promotion procedures will be publicized to insure that all interested employees have equal opportunity to apply for consideration. The Local shall be furnished with a copy of each vacancy announcement concurrently with its posting.

23.4 PROMOTION PANELS: Promotion panels will be established to evaluate, compare, and determine the best qualified for promotion to unit positions when there are more than 10 applicants meeting qualifications including acceptable levels on all KSA's. If a promotion panel is established, the Local may nominate technically qualified subject specialists for selection as official members of a panel. Each panel will include one Union-nominated member.

23.5 SELECTION: The selecting official is entitled to make his selection from any of the candidates on the Referral and Selection Register based on his judgment of how well the candidates will perform the job being filled, and, when relevant, their potential for future advancement.

23.6 REPROMOTIONS: Repromotions are an exception to Merit Promotion. Members who are demoted without personal cause through reduction-in-force or through reclassification are accorded repromotion rights (AR 690-335, Subchapter 1.c.(6)).

23.7 COMPLAINTS: Employee questions or complaints about a specific promotion may be handled on either a formal or informal basis. Formal complaints will be processed under applicable procedures. The only matters which may not be the basis for formal complaint are (a) failure to be selected for promotion when proper promotion procedures are used, and (b) an action dictated to be taken under promotions of statute or instructions of the USOPM or other higher authority.

23.8 DETAILS:



a. A detail is defined as the temporary assignment of an employee to a different position for a specified period, with the employee returning to his regular duties at the end of the detail. For example, details may be used for such purposes as abnormal workloads, changes in mission or organization, or unanticipated absences. They may also be made pending official assignment to a position (e.g., to try out potential candidates for a position), pending description and classification of a new position, pending security clearance and for training purposes.

b. Details in excess of thirty(30) days will be made a matter of official record and will be reported on Standard Form 50 for inclusion as a permanent record in the Official Personnel Folder. A copy of the Standard Form 50 will be provided to the employee.

c. For details in excess of thirty (30) days but less than 120 days, supervisors will provide, at the employee's request, a memo summarizing the duties during the detail and the employee's level of performance. A copy of the memo will be provided to the employee and the employee's permanent supervisor.

d. When official temporary assignment to perform the duties of a higher graded position exceeds 60 days, the individual will receive a temporary promotion if qualified.

23.9 AVAILABILITY OF INFORMATION: The following information about specific promotion actions shall be available to an employee upon request:

a. Upon request, employees shall be provided counseling as to what area(s), if any, the employee should improve to increase chances of future promotion.

b. Employees or employee representatives shall be permitted to review sanitized documents used in evaluating all candidates for promotion purposes. If the employee files a grievance, he will be furnished copies of these documents upon request.

**Article 24**  
**VOLUNTARY WITHHOLDING OF UNION DUES**

24.1 Management and the Local agree to voluntary withholding of Union dues in accordance with the provisions of applicable regulations.

24.2 The Local shall furnish the Office of Human Resources with a certification of the amount of dues and the names and addresses of the Local officials authorized to certify section A of Standard Form 1187 on behalf of the Local. The Local shall be responsible for giving Management prompt written notification of any changes in the names or addresses of these officials.

24.3 Union dues (the regular, periodic amount required to maintain an employee in good standing in the Local but not including initiation fees, special assessments, back dues, fines or similar items) shall be deducted by the Central Payroll Office from an employee's pay each pay period when the following conditions have been met:

- a. The employee is a member in good standing in the Local.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 (allotment form).
- c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- d. Section A of the allotment form has been completed and signed by the authorized Union Official and the form has been received by the Central Payroll Office. Standard Form 1187 will be submitted by the employee to the Office of Human Resources. The Office of Human Resources will transmit the Standard Form 1187 to the Central Payroll Office within 24 hours after receipt.

24.4 The Local shall be responsible for purchasing the allotment form, distributing it to its members, certifying the amount of dues, and keeping members informed concerning the program for payroll deduction of Union dues, its voluntary nature, use and availability of the required form, and the procedure for revocation of allotments. The Local will provide the Office of Human Resources with a supply of allotment forms. If an employee wishes to request a form for dues deduction from the Office of Human Resources, he will be given a dues deduction form.

24.5 Allotment forms may be submitted at any time, and deduction of Union dues shall begin the first pay period which occurs after receipt of the allotment form by the Central Payroll Office.

24.6 If the amount of regular dues is changed by the Local, the Office of Human Resources will be notified in writing by the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received in the Central Payroll Office, unless a later date is

specified by the Local. Only one such change may be made in any period of twelve (12) consecutive months.

24.7 No fee will be charged the Local for the service of deducting dues from employee's pay. Dues deducted will be transmitted to the Treasurer, Local 1472, NFFE, Box C6, Depot St., Canaan, New Hampshire 03741-9701, by the Central Payroll Office. With each remittance the Local shall be provided a list containing the following information:

- a. The names of employees for whom deductions were made and the amount of each deduction.
- b. Total amount of each remittance.

24.8 An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Local or suspension or termination of this agreement.
- b. Separation (including death, transfer, retirement, resignation) of the employee.
- c. Upon receipt of notice from the Local that the employee has been suspended, expelled, or ceases to be a member in good standing.
- d. The employee is no longer a member in an exclusive unit of Local 1472.
- e. Termination or suspension of this article by an authority outside DOD.

24.9 An employee's voluntary allotment for payment of his Union dues may not be revoked for a period of one year. If an employee wishes to revoke his allotment during the first year of the allotment, he should submit a Standard Form 1188 (or his own written request and two copies as a substitute for this form) to the Office of Human Resources. Upon receipt of the revocation form, or the employee's own written request, the Central Payroll Office will discontinue the withholding of dues from the employee's pay effective the first full period beginning on or after the one-year anniversary date of the employee's signature on Standard Form 1187 (Authorization for Dues Withholding).

24.10 After the first year, an employee may revoke his allotment by following the aforementioned procedure. Upon receipt of the revocation form, or the employee's own written request, the Central Payroll Office will discontinue the withholding of dues from the employee's pay effective the first full pay period beginning on or after 1 March. The Office of Human Resources will notify the Local when a Standard Form 1188 or revocation letter is received and will provide the Local with a copy of all revocation letters received.

24.11 The Local agrees to notify the Office of Human Resources in writing within five (5) working days when an employee with a current allotment authorization is expelled, suspended, or ceases to be a member in good standing so that his dues allotment may be terminated.

**Article 25**  
**REDUCTION IN FORCE**

25.1 Management will attempt to address the loss of civilian spaces without conducting a reduction in force.

25.2 Management agrees to notify the Local in writing as soon as it is determined that a reduction in force (RIF) will occur. The Local will be provided the opportunity to engage in impact and implementation bargaining on the conduct of the RIF and will have access to all pertinent documents to the extent not prohibited by law needed to properly advise its unit members and, if necessary, to conduct appropriate negotiations. Management will give full consideration to accomplishing such reductions through reassignment and attrition in order to minimize the extent to which reduction-in-force actions are required. Subject to the provisions of FPM 410, every effort will be made to train or retrain personnel affected by the Reduction-in-Force to assist them in qualifying for other assignments in the Laboratory or elsewhere in the Department of Defense of other Government agencies or in private industry. Hiring of new personnel in jobs for which personnel adversely affected by the Reduction-in-Force are qualified or can be qualified by retraining within a reasonable period of time will be stopped until full consideration is given to the reassignment of such personnel to such jobs. Any reduction in force will be carried out in compliance with applicable laws, regulations and this agreement.

25.3 Impact and implementation bargaining will continue as required during the course of the reduction-in-force. Management will inform the Local in advance of proposed actions to allow the opportunity to request impact and implementation bargaining.

**Article 26**  
**COMMITTEES**

Management recognizes the desirability of Union representation on Laboratory committees as a means of furthering employee participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. Management therefore agrees to give full consideration to providing the Local voting membership on any official Laboratory committee which will, in the course of its activity, consider matters affecting personnel policy, practice, or matters affecting working conditions of members of the bargaining unit. When such membership is provided, the Local will be provided the opportunity to nominate candidates for consideration for selection by Management for appointment to the committee.

**Article 27**  
**TOURS OF DUTY AND HOURS OF WORK**

27.1 Management shall schedule an employee's regularly scheduled tour of duty so that it corresponds with actual work requirements. When Management knows in advance of an administrative workweek that the specific days and/or hours of a day actually required of an employee in that administrative workweek will differ from those required in the current administrative workweek, he shall reschedule the employee's regularly scheduled administrative workweek to correspond with those specific days and hours. The second level or higher supervisor will approve changes to an employee's tour of duty if the notice is less than one (1) week prior to the next administrative work week.

27.2 General Schedule employees who work in excess of eight hours in a day (except for employees for whom the first forty (40) hours of work is the basic workweek) or in excess of forty (40) hours in a week, when the excess hours are officially ordered or approved, are entitled to be paid at the appropriate overtime rate. However, consistent with the provisions of the Fair Labor Standards Act and regulations in implementation thereof, a General Schedule employee may elect to take compensatory time off in lieu of overtime pay, and a General Schedule employee whose rate of basic compensation is in excess of the maximum scheduled rate of pay of grade GS-10 may be required to take compensatory time off in lieu of overtime pay.

27.3 Wage Grade employees who perform officially ordered or approved overtime either in excess of eight (8) hours per day or forty (40) hours per week will be paid overtime at the appropriate rate unless the use of compensatory time is specifically authorized by regulation and is requested by the employee.

27.4 Absence from duty on paid leave will be included in the eight (8) hours per day worked or forty (40) hours per week worked and will not reduce the amount of overtime pay to which an employee is entitled under Title 5 of the United States Code for work performed in excess of eight (8) hours per day or forty (40) hours per week.

27.5 Each time an employee is called back to work, any unscheduled overtime work he performs will be considered to be at least two hours in duration for overtime pay purposes.

**Article 28**  
**HAZARDOUS WEATHER DISMISSAL**

28.1 Management and the Local recognize that hazardous weather conditions, e.g., severe snow or storm or icing conditions, can lead to traffic conditions unusually dangerous to safety and/or health of Laboratory employees. When such conditions arise, a determination will be made as to whether early dismissal of Laboratory employees is essential to reducing the probability of extremely serious and hazardous driving conditions. Such determination will be made by Management and will be based on information and advice sought from the state highway department and the local police departments.

28.2 A determination to authorize early dismissal will be communicated to unit members through their supervisors.

28.3 Early dismissal will be made without charge to leave or loss of pay to all employees except those who are determined to be mission-essential. Employees already on leave at the time early dismissal is authorized will be excused only for that portion of the dismissal period which does not fall within the approved leave period.

28.4 Employees may request from their immediate supervisor on an individual basis excused absence of less than one hour because of hazardous weather conditions. Consideration will be given by the immediate supervisor to employees' input and criteria established by Management when acting upon such a request.

28.5 Management agrees that whenever it becomes necessary not to open all or part of the Laboratory because of inclement weather or any other emergency situation and to grant excused absence to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private or public media. If emergency conditions described above exist and prevent an employee from getting to work and the Laboratory is not closed, the employee may be granted excused absence of up to two hours for tardiness if he provides his supervisor with a reasonably acceptable explanation that he made an effort to reach work on time and that the emergency condition prevented him from doing so. Requests for excused absence for tardiness of more than two hours may be submitted via the supervisor to the management official authorized to excuse such tardiness.

28.6 When the Laboratory is closed during the day shift and employees are dismissed, employees on the night shift will be so notified and instructed as to whether and when to report for duty.

28.7 For employees working on an Alternative Work Schedule, the specific amount of excused absence to be granted will be based upon the employee's normal pattern of arrival. The "usual arrival time" will be determined by the appropriate one of the following methods:

a. Constant Pattern of Arrival. The majority of employees tend to arrive within 5 to 10 minutes of the same time each day, once a pattern has been established. Therefore, the constant



arrival time or pattern which has been established should be used as a reference point. For example, if an employee has maintained a virtually constant pattern of arrival at 7:30 a.m., this will become the reference point for that employee.

b. **Predominant Pattern of Arrival.** If an employee maintains a schedule in which one particular arrival time dominates (e.g., the employee arrives at 7:30 a.m. on 4 out of 5 days), this arrival time should be used in determining the amount of excused absence to be granted.

c. **Variable Pattern of Arrival.** Where there is such variation in an employee's arrival time that there is no discernible pattern, the mathematical average of the employee's arrival time for the previous 2-week period should be computed and this average arrival time used as a reference point for determining excused absence.

**Article 29**  
**REPRODUCTION OF THE NEGOTIATED AGREEMENT**

Management will distribute one copy of this agreement to each member of the unit. Management will also provide each new employee included in the unit with a copy of this agreement.

**Article 30**  
**USE OF FACILITIES AND SERVICES**

30.1 Management will, upon receipt of reasonable advance request, approve the use of appropriate Laboratory space for the conduct of Union Business meetings during nonwork hours.

30.2 The Local is authorized use of Room 69, which includes a telephone and assigned telephone number for the conduct of union business. Modifications and renovations to Room 69 are the responsibility of the Local and require the prior approval of the Human Resource Officer (or designee).

30.3 Management approves the use of the Laboratory telephone service by the Local on telephone calls in the conduct of activities which are authorized to be conducted during official duty time. Usage shall be under the guidelines and controls governing telephones in the Laboratory.

30.4 A MacIntosh computer and printer, office furniture and file cabinets, which are in reasonable condition and may be obtained through the excessed equipment list, will be provided for the conduct of required or mutually beneficial activities during duty or non duty hours. Management approves the reasonable use of designated Laboratory typewriters and/or computers during non-work hours for internal union business or required or mutually beneficial activities. Photocopier use for required or mutually beneficial activities is permitted but copies shall be limited to the number of Local members plus two.

30.5 Management approves the use of the internal mail system under normal regulations and requirements to Local members. Such use is also approved for distribution to unit members with concurrence of the Human Resource Officer or his designee. This includes one union survey per year of unit members' views on employment issues within the Laboratory. The weekly bulletin and the public address system may be used occasionally to make an announcement of the date, time and place of Local activities, with concurrence of the Human Resouce Officer or designee.

**Article 31**  
**ENVIRONMENTAL AND HAZARD PAY DIFFERENTIALS**

31.1 General: Management and the Local agree that while it is recognized that a degree of risk is inherent in most jobs, it is the objective of the Laboratory to eliminate or reduce to the lowest level possible all hazards, physical hardships and working conditions of an unusually severe nature. When the situation or hazard exists and has not been practically eliminated or reduced to a negligible level by safety precautions and meets the requirements of FPM Supplement 531-1, Subchapter S-8-7 (Environmental Differential - Wage Grade Employees), or FPM Supplement 38 990-2, 550, Subchapter S9 (Hazard Pay-General Schedule), a differential will be paid to unit members.

31.2 Determination of coverage: Management or the Local will take the initiative and, in consultation with each other, determine work situations that are covered by one or more of the categories defined in the applicable regulations. Copies of all requests received by the HRO for a determination shall be provided to the Local. Management will provide the Local with copies of statements of all Laboratory work situations covered by one or more of the listed categories.

31.3 Establishment of New Categories: Management or the Local may take the initiative in identifying situations not covered by a prescribed category which appear to warrant coverage and to take necessary action with the Office of Personnel Management to seek such coverage. The Local will consult with Management regarding Laboratory work which it believes warrants payment of environmental or hazard pay differentials. Management and the Local agree to meet and attempt to agree upon a joint request to OPM to establish new coverage. If the parties cannot agree upon a joint request, either or both may send individual requests to the OPM through the appropriate channel.

31.4 Exclusions: When Management determines that a Laboratory work situation which is presently receiving differential pay is such that it should be excluded from coverage, it will notify the Local to include the title and location of positions and justification for exclusions from coverage. Within ten days from the receipt of the notification, the parties will meet for the purpose of consulting on the proposed exclusion.

31.5 Union Initiatives: The Local may notify Management by memo to the Human Resources Office, at any time, of its opinion that a Laboratory situation warrants environmental or hazard pay differential. The Local will present the title(s) and location(s) of the position(s) and the specific category of hazardous duty or environmental differential that is met along with any supporting information necessary to render a decision. Management will meet and confer with the Local regarding their findings within fifteen days of receipt of the Local's position.

31.6 Resolution of Questions: When there is a question as to whether payment is warranted for what appears to be a job-related hazard or environmental condition, a request may be made for an Industrial Hygiene Survey and/or for a determination by the Laboratory Safety officer and Army medical authority as to whether the hazards or environmental conditions are, or can be controlled to the extent that personal hazard to the individual employee is practically eliminated for

Environmental Differential or reduced to a negligible level for Hazard pay. Management agrees to include all evidence presented by the Local when it so submits a case to an outside party. If the Local is not satisfied with the pay determination it may grieve the matter under Article 18 of this agreement.

31.7 Information: Categories for which payments of environmental differential or hazardous duty pay is authorized by the FPM will be posted on Laboratory bulletin boards. In addition, specific Laboratory work situations meeting the criteria of specific categories will be posted. Management agrees to circulate annually the appendices describing the categories to supervisors and time and attendance clerks. Management further agrees to publicize and conduct one general information meeting for all employees on rights and benefits under environmental and hazardous duty differential and all unit employees shall be afforded the opportunity to attend.

31.8 Assignments for which environmental differential is authorized will be distributed equitably among qualified employees in accordance with workload requirements and the skills of employees available.

**Article 32**

**VISITS BY NON-EMPLOYEE REPRESENTATIVES OF THE LOCAL**

Management agrees that National Officers and other duly designated representatives of the Local who are not active employees of the Laboratory may be admitted to the Laboratory subject to Laboratory safety and security regulations and workload considerations. The Local will notify the Office of Human Resources prior to the visit. Union internal management matters will not be discussed with members of the unit while they are in a duty status.

**Article 33**  
**PERFORMANCE APPRAISAL**

33.1 Performance appraisal will be accomplished under the procedures established under the Total Army Performance Evaluation System (TAPES).

33.2 TAPES will be applied at CRREL in a manner that promotes improved communication between the supervisor and employee and which permits full involvement of employees in establishing objectives and providing information on accomplishments. The focus of TAPES will be on improving performance, enhancing relationships and providing the opportunity to excel and grow by linking individual and organizational goals. Employees will be given a chance to demonstrate fully successful performance. If an employee feels an objective is unreasonable or unfair, he may request a review by the senior rater within 10 workdays after the objectives and standards are received. The employee may provide information from a technical expert or other subject matter specialist to the attention of the senior rater.

33.3 Management and the Local both recognize the importance of timely performance appraisals. Management will publicize an annual Table of Ending of Evaluations periods including final due date per organizational units. No employee will have a rating period of less than 120 days nor more than 16 months. To assist supervisors in providing timely performance appraisal, employees are encouraged to submit information on their accomplishments before the end of that rating period. Management will continue monthly reports of overdue appraisals to the Commander and the Director. The Local will receive a monthly report of overdue appraisals of unit members to allow it to assist in assuring timely appraisals.

33.4 Management agrees that a meaningful and accurate appraisal requires information from customers, principle investigators, and/or other personnel familiar with or associated with employees responsibilities. Supervisors will obtain such information from a reasonable sample of project leaders and/or customers for whom work has been performed, personnel familiar with or associated with employee's responsibilities and other appropriate sources. Performance ratings ultimately, however, are the responsibility of the rater and senior rater.

33.5 Management will bring instances of inadequate performance to the employee's attention on a timely basis so that appropriate corrective action can be initiated by the employee.

33.6 Management will grant a within-grade increase when due if the employee's most recent performance rating of record is fully successful or better and the employee is meeting current performance requirements.

**Article 34**  
**EMPLOYEE FEEDBACK TO SUPERVISORS**

34.1 The parties agree that open communication between supervisors and employees encourages a mutually beneficial relationship. Communication should be a two-way street with both individuals sharing views, facts and perceptions and both individuals listening to the other.

34.2 Employees are encouraged to provide their supervisor with their views as to the supervisor's managerial approach concerning such matters as the clarity of instructions, coaching, articulation of goals, leadership, demonstration of appreciation for work done, the developmental needs of the employee and related issues. This feedback should be confidential, constructive in nature and as specific and timely as possible, and address both helpful as well as unhelpful managerial styles.

34.3 Supervisors will provide employees the opportunity to provide this feedback in a manner appropriate to the specific work situation in their unit.

34.4 No employee will be required to provide feedback to their supervisor. Although this practice is encouraged, it shall be optional at the employee's discretion.



**Article 35**  
**POSITION CLASSIFICATION**

35.1 Management and the Local agree there is to be equal pay for equal work and pay distinctions in keeping with distinctions in work and performance.

35.2 Management and the Local recognize that a job description is intended to describe major duties of a position and the knowledge, skills, and abilities required to perform that set of duties. A job description is not intended to identify every task an employee is assigned to perform. Employees will be assigned to perform other duties not defined in their job description, in order to further the effectiveness and the efficiency of the Laboratory. A statement will be added to bargaining unit positions developed in the future which says: "This job description defines the major duties of the position. The incumbent will perform other duties as assigned which are not defined above, in order to further the effectiveness and the efficiency of the Laboratory."

35.3 When an employee is designated on a recurring basis to perform the duties of another position, this fact will be reflected in the employee's job description if the duties so performed constitute a major duty not already encompassed in the employee's job description.

35.4 If an employee is dissatisfied with the classification of his job, he may file a classification complaint or appeal in accordance with published DA procedure.

**Article 36**  
**CONTRACTING OUT OF WORK**  
**UNDER THE COMMERCIAL ACTIVITIES PROGRAM**

The parties agree that the provisions of this Article are provided for the information of all supervisors and bargaining unit members. Laws and regulations concerning contracting-out change frequently. The parties agree to be bound by those changes in law and government-wide regulations.

36.1 The Employer agrees that the Local will be given timely notification of a decision to study the feasibility of contracting-out of work performed by bargaining unit employees. When prices are solicited for a cost comparison study, Management agrees to provide the Local, upon receipt at USACRREL, (i) a copy of the invitation for bid and (ii) the abstract of bids.

36.2 The Employer agrees to make every reasonable effort to assure that the in-house cost estimate reflects the most efficient and cost-effective operation practicable. If a decision is made to contract out, the Local may file an appeal regarding the cost estimate as allowed by appropriate regulations.

36.3 Bargaining Unit members displaced as a result of a conversion to contract performance will be given the right of first refusal for positions on the contract for which they are qualified. Unit members separated as a result of conversion to contract will be eligible for severance pay in accordance with appropriate regulations. Employees who are eligible for an immediate annuity under the retirement system are not eligible for severance pay.

36.4 Issues of concern or dissatisfaction over the application of government-wide rules and regulations regarding contracting out will be resolved through established appeal methods of those rules and regulations and not through the grievance procedures of this agreement.

**Article 37**  
**ACCESS TO OFFICIAL PERSONNEL FILE**

Employees have the right to review the contents of their official Personnel File.

**Article 38**  
**EFFECTIVE DATE, TERM, AND AMENDMENT PROCEDURE**

38.1 **EFFECTIVE DATE AND TERM:** The effective date of this agreement shall be the date of the signature by the Department of Defense. It shall remain in effect for three (3) years from the date of its approval. On the expiration of this agreement, and every three (3) years thereafter, it may be extended for a three-year period by the expressed mutual consent of both parties. Mutual consent to extension of this agreement shall be established in writing during the period of 60 to 120 days prior to the expiration date of the agreement. Notice of consent will be acknowledged by the other party within five (5) workdays of receipt. If either party does not consent to extension of the agreement, the agreement will terminate on its expiration date and the parties shall commence negotiations on a new agreement not later than thirty (30) days prior to the expiration date. If by the expiration date of the existing agreement, an agreement has not been achieved, the provision of this agreement shall be extended for a period not to exceed sixty (60) days upon the request of either party. It may be further extended in increments not to exceed thirty (30) days by mutual agreement of the parties.

38.2 **AMENDMENT AND SUPPLEMENT:** It is agreed that this negotiated agreement shall be subject to opening to amendment or supplement only as follows:

a. Amendment may be required because of mandatory changes made in applicable laws, regulations, or Executive Orders after the effective date of this agreement. In such an event, Management and the Local agree to meet within thirty (30) calendar days of receipt of official copies of such changes for the purpose of negotiating such language as will meet the requirements of such regulations or Executive Orders.

b. In conditions other than established in 'a' above, amendments and supplements to this agreement may be initiated by either party no earlier than three months following the final approval of this agreement or the last previous supplement. Specific proposals will be furnished in writing to the other party and both parties shall meet to discuss the proposal(s) within thirty (30) calendar days of receipt or on a mutually-agreed upon date.

c. Amendments and supplements shall be effective on the date of approval by the Department of Defense.

d. At any such time as Management proposes to change an existing or to establish a new personnel policy or practice or matter affecting working conditions, it will provide the Local the opportunity to negotiate. The Local will inform Management of its desire to negotiate or not to negotiate within seven (7) calendar days of receipt of Management's announcement of its proposed action. If the Local desires to negotiate, the parties will meet within thirty (30) days for the purpose of conducting negotiations on Management's proposal.

**Article 39**  
**OBSERVANCE OF PROVISIONS OF TITLE VII**  
**OF PUBLIC LAW 95-454**

The requirements of Title VII of Public Law 95-454 shall apply to all supplemental, implementing, subsidiary, or informal agreements between the U.S. Army Cold Regions Research and Engineering Laboratory and Local 1472, NFFE.

## Appendix to Article 1.5

Pre-Negotiation Agreement  
between  
U. S. Army Corps of Engineers, Cold Regions Research and  
Engineering Laboratory  
and  
National Federation of Federal Employees, Local 1472

CRREL Management and Local 1472, NFFE, agree that the following conditions will be observed in the negotiations to amend the negotiated agreement approved on 5 February 1991:

### 1. Chairpersonship of Meetings:

The Chairperson of the Management Negotiation Team will chair the first negotiation meeting and chairpersonship will be alternated between the chairperson of the two teams on subsequent sessions.

### 2. Time, Frequency and Place of Meetings:

a. The parties will exchange articles and/or amendments to existing articles within 21 days of the signing of this pre-negotiation agreement. Unless mutually agreed upon, no new proposals will be submitted during the present round of contract negotiations.

b. The parties will meet within seven days of the exchanging of articles/amendments, to discuss and explain proposals.

c. The parties will begin formal negotiations on the first Tuesday that is at least 14 days after the exchange of proposals and will generally meet every Tuesday until an amended agreement is achieved. Modification to this schedule may be mutually agreed upon.

d. Negotiation meetings will begin at 0930 hours and will break at 1130 hours and will reconvene at 1300 hours to 1500 hours with the exception that negotiation meetings may be continued beyond 1500 hours when this is mutually agreeable to the parties.

e. Negotiation meetings will be conducted in the Nungesser Conference Room or the EED Conference Room. In the event that these rooms are unavailable on any given day, management will be responsible for securing a suitable alternative.

### 3. Use of Official Time:

Members of the Union Negotiation Team who would otherwise be in a duty status will be authorized use of official time as prescribed in Article 1-5a of the existing contract. In addition, the union chairperson is allowed eight hours official time and the other two members six hours

between them per week, from the signing of this prenegotiation agreement to the start of formal negotiations for preparation/consultation. Thereafter, the union team is authorized four hours total for each week a negotiation session is held for preparation/consultation.

#### 4. Composition of Negotiation Teams:

a. Each team may be comprised of three members. The names of members will be provided within seven days of the signing of this pre-negotiation agreement.

b. A quorum of at least two of the three members of each team must be present in order for meetings to be held. If the required quorum is not present, the session will be deferred until the next scheduled date. If work commitments, illness or approved leave prevent the attendance of either team chairperson, negotiations can be postponed at that team's election.

c. There will be only one spokesperson for each team. Subject to the common sense provision that only one person may speak at a time, either spokesperson may speak at his/her own discretion. Other members of the team may speak only when recognized by their spokesperson.

d. Subcommittees of persons not on the teams may be appointed as determined by the parties to ascertain the factors of a particular issue and report them at a meeting. Subcommittee members who are employees of CRREL will be excused from their official duties for the meetings.

e. In addition to the three members, the management team may have a recorder present at each session.

#### 5. Order of Business:

a. The first proposal to be considered in negotiation will be determined by the flip of a coin. Management and Union proposals will thereafter be considered in alternating order.

b. Formal negotiations will start with a review of the existing contract and agreement upon articles still acceptable and editorial changes required. The Local will provide a list of articles in the present contract acceptable to it.

c. the following order of business will be observed at each session:

(1) Signature of record of previous session.

(2) Unfinished business from last session.

(3) Items on the agenda.

(4) Establish agenda for next session.

6. Caucus: The spokesperson for either team may request a caucus at any time. The time for resuming the meeting will be agreed upon. The team requesting the caucus will leave the room.

7. Recess: The spokesperson for either team may request a recess at any time. If it is agreeable to the two teams, they will recess as requested and will establish a mutually agreeable time for resuming the meeting.

8. Records: Records of the session will show the positions agreed upon by both teams and the general nature of the subject matter discussed. No attempt will be made to report the verbatim discussion. A copy of the record will be furnished to each team spokesperson before the close of business two work days after a session and will be signed by both spokespersons to acknowledge accuracy of the positions as reported.

9. Disputes Concerning Negotiability:

a. When an issue develops over the negotiability of any proposal, the parties shall attempt to develop a feasible, legal alternative to the proposal whose negotiability is questioned.

b. If efforts to find a mutually acceptable alternative to the proposal prove unsuccessful, the procedures of relevant DA, DoD and DLRA regulations and provisions of 5 USC Chapter 71 will be followed to resolve the dispute.

10. Impasses:

a. In the event a negotiation dispute persists despite diligent efforts to reach agreement on all issues, the assistance of the Federal Mediation and Conciliation Service may be requested. Mediation shall be considered the primary means of resolving negotiation impasses.

b. When a negotiation dispute remains unresolved despite the efforts of the Federal Mediation and Conciliation Service, the issues may be referred to the Federal Services Impasses Panel or to arbitration in accordance with relevant DoD and DA regulations.

11. Changes to Procedures: Changes in the foregoing procedures for sessions will be in writing and by the consent of both teams.

12. Other:

a. The procedures of the pre-negotiation agreement will apply for the duration of negotiated agreement.

b. Individuals other than negotiating team members may be authorized to attend and contribute to negotiation session, upon the mutual agreement of both parties.



c. Articles will be typed and signed as they are agreed upon. However, the option to change signed articles, when mutually agreed to, will be retained by the parties until both have signed the completed agreement.

d. Final agreement on any amendment or supplement to the basic agreement will be contingent upon the signature by both the Commander for USACRREL and the Local official authorized to approve for the Local.

e. If negotiations are not concluded before the contract expires, the current negotiated agreement will be extended in accordance with Article 37 of the existing contract.

13. The CRREL Bulletin will be used to notify members of the approval of significant articles and the signing of the contract. The submission to the Bulletin will be agreed upon by both chairpersons.

14. The spirit and intent of Executive order 12871 shall be observed during the negotiation process.

Appendix to Article 7

OFFICIAL TIME USAGE—QUARTERLY REPORT

Category I

Contract negotiations. (Include time spent with FMCS and FSIP, on FLRA negotiability dispute proceedings, and in preparation for negotiation.)

A. Basic, renegotiation, or reopener negotiations. \_\_\_\_\_ hours

B. Midterm negotiations. (Applies to all negotiations other than those covered in A above. Includes formal negotiations over a proposed change in activity policy, informal negotiations, and impact and implementation bargaining.) \_\_\_\_\_ hours

Category II

Ongoing Labor–Management relationship. (Include time spent on Labor–Management committees, consultation, OSHA walk-arounds, FLRA unfair labor practice and representation proceedings, labor relations training for Union reps, preparation of Union reports under 5 USC 7120(a), formal and informal meetings, “Weingarten”-type meetings or preparation for meetings, and any investigation or preparation time allowed by the negotiated agreement or controlling regulations.) \_\_\_\_\_ hours

Category III

Grievances and appeals. (Include time served as a witness to third-party proceedings and investigation or preparation time.)

A. Grievance and arbitration under negotiated agreement. \_\_\_\_\_ hours

B. All other grievances and appeals. (Include time spent on grievances under the DA grievance procedure, appeals to the MSPB, EEO complaints, OSHA complaints, and any other complaints and appellate processes.) \_\_\_\_\_ hours

Category IV

Travel and per diem.

A. Labor–Management relations. (Include costs related to functions reported under categories I, II, and III A.)

\_\_\_\_\_ Travel \_\_\_\_\_ Per Diem

B. All other. (Include costs related to functions reported under III B.)

\_\_\_\_\_ Travel \_\_\_\_\_ Per Diem

Appendix to Article 18

USACRREL/Local 1472 NFFE

Negotiated Grievance Form

Section 1

1. Name of aggrieved (and as relevant: position title, grade, and organization; if several, attach list).

2. This grievance involves the interpretation, application or violation of: [cite Negotiated Agreement Article(s), Agency directives etc.]

3. Nature of the grievance as it affects the Grievant(s). (Describe the occurrence or condition or the way in which the agreement or policy has been interpreted, applied, or violated which gives rise to this grievance. Include the name of the responsible individual, if known. Additional pages may be used and documentation attached as necessary.)

4. Corrective action desired:

5.

(Name, Title, Address and Phone Number)  
is hereby designated as the representative in this grievance.

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Signature

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Date

Negotiated Grievance Form, continued

Section 2

FOR USE BY COMMANDER AND DIRECTOR OR UNION PRESIDENT

Date grievance received:

The following is my decision on the grievance described in Section 1 of this form. (Additional pages may be used as necessary.)

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Signature

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Date

---

Title

Section 3

FOR USE BY THE COMMANDER AND DIRECTOR OR UNION PRESIDENT:

The decision is not acceptable for the reasons given in the attachment. The grievance shall be submitted to arbitration in accordance with Article 19 of the agreement.

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Signature

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Date

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Title