

LABOR MANAGEMENT AGREEMENT
BETWEEN THE US ARMY COMMUNICATIONS RESEARCH AND DEVELOPMENT
COMMAND

AND

LOCAL 476, NATIONAL FEDERATION OF FEDERAL EMPLOYEES 21 JANUARY 1980

ARTICLES

I	PREAMBLE
II	DEFINITIONS
III	MANAGEMENT RIGHTS
IV	EMPLOYEE RIGHTS
V	UNION RIGHTS & REPRESENTATION
VI	NEGOTIATIONS
VII	GRIEVANCE PROCEDURE
VIII	ARBITRATION
IX	SAFETY & HEALTH
X	POSITION DESCRIPTIONS
XI	INCENTIVE AWARDS
XII	MERIT SYSTEM
XIII	EQUAL EMPLOYMENT OPPORTUNITY (EEO)
XIV	FORMAL DISCIPLINARY AND ADVERSE ACTIONS
XV	EMPLOYEE ASSISTANCE PROGRAM
XVI	TRAINING
XVII	LABOR MANAGEMENT RELATIONS TRAINING
XVIII	WORKWEEK AND HOURS OF WORK
XIX	LEAVE
XX	OVERTIME
XXI	VOLUNTARY ALLOTMENT OF UNION DUES
XXII	USE OF OFFICIAL FACILITIES & SERVICES
XXIII	OUTPLACEMENT
XXIV	TRANSFER OF FUNCTION/RELOCATION/REDUCTION-IN-FORCE

XXV	CONTRACTING OUT
XXVI	DURATION & EXTENT OF AGREEMENT
XXVII	SIGNATURE PAGE

ARTICLE I

PREMABLE

Pursuant to the policy set forth in the Civil Service Reform Act (CSRA) of 1978 and subject to all applicable laws, these Articles together with any supplemental agreements and amendments shall constitute a total agreement between the US Army Communications Research and Development Command (Employer) and the National Federation of Federal Employees Local 476 (Union). The Parties to this Agreement recognize that they have a mutual interest in effective implementation of Title VII of the Civil Service Reform Act of 1978 and that their interests will be furthered by the implementation of this Agreement.

This Agreement defines the roles and responsibilities and it identifies matters of proper concern to the Parties. The underlying objectives of this Agreement are as follows:

- a. To define a Union and Management agreement with respect to conditions of employment.
- b. To facilitate the adjustment of grievances.
- c. To provide for systematic employee-management cooperation.

ARTICLE II

DEFINITIONS

The following terms as used in this Agreement will have the meaning indicated:

UNION	National Federation of Federal Employees (NFFE) Local 746.
EMPLOYER	The US Army Communications Research & Development Command (CORADCOM), Fort Monmouth, New Jersey.
ACTIVITY	All elements of US Army Communications Research and Development Command that are located at or in the vicinity of Fort Monmouth, New Jersey, except US Army Satellite Communications Agency.
NEGOTIATION	Bargaining by the representatives of the parties to achieve agreement on appropriate issues related to working conditions, personnel policies and practices.
EMERGENCY SITUATION	Situation which poses sudden, immediate unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control.
UNION OFFICIAL	Any accredited National Representative of the Union, and the duly elected or appointed officials of the Local, including Stewards.
*UNIT	All professional employees of the U.S. Army Communications-Electronics Command located at Fort Monmouth, New Jersey, and excluding fire fighters, guards, non-appropriated fund employee, non-professional employees, management officials, supervisors, and confidential employees, employees engaged in federal personnel work in other than a purely clerical capacity, employees engaged in administering the Statute, employees engaged in intelligence or other security work directly affecting national security, and employees primarily engaged in investigation or audit functions related to the internal security or integrity of the agency as described in 5 USC 7116 (6)(2)(3)(4)(6) and (7).
AUTHORITY	Federal Labor Relations Authority
CONSULTATION	Discussions and written communications between representatives of the parties for the purpose of obtaining their views or advising them on matters relating to personnel policies and working conditions.
IMPASSE	The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
AMENDMENTS	Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.

POLICY Personnel policy. Does not include procurement policy, security policy, financial management policy, publication policy, and all other policies and practices governing program management, execution, and conduct of mission.

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

*Original definition amended by Certification 4/25/84

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Government Regulations

In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws, government-wide regulations, or agency regulations for which a compelling need has been determined to exist in accordance with 5 U.S.C. Section 7117.

Section 2. Rights Retained

The Employer retains the right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and
- b. in accordance with applicable laws
 - (1) to hire, assign, direct, lay off, and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
 - (4) to take whatever actions may be necessary to carry out the Agency mission in situations of emergency, and
 - (5) to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work.

Section 3. Future Agreements

The requirements of this Article shall apply to all supplemental, implementing, and subsidiary agreements between the Employer and the Union.

ARTICLE IV

EMPLOYEE RIGHTS

Section 1. Union Membership

Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. This Agreement does not prevent any employee, regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Agency policies, or from choosing his or her own representative in a statutory appeal action.

The Employer shall not discriminate against any employee because he or she has filed a complaint or given testimony under the Act, the grievance procedure, or other available procedure for redress.

Section 2. Informing Employees

Pursuant to the 5 U.S.C. 7114(a)(3), the Employer will annually inform its employee in the Unit by a representative of the Agency in connection with an investigation if:

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

b. the employee requests representation.

Section 3. Accountability

An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit provided such conduct does not discredit the Federal service or impair its efficiency.

The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or to participate in activities, meetings, or undertakings not related to their performance of official duties.

Section 4. Nondiscrimination

No employee will be discriminated against by either the Employer or the Union because of race, color, religion, creed, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

ARTICLE V

UNION RIGHTS & REPRESENTATION

Section 1. Recognition

The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and meetings with the Employer with regard to all matters affecting the conditions of employment.

- a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to consult with the Union regarding formulation and implementation employees or their conditions of employment.
- b. The Union, in consonance with its right to represent, has a right to propose and to consult with management concerning new personnel policies, changes in policies, procedures and matters affecting conditions of employment. This right shall apply at appropriate levels of management within the Activity and the Union. 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. If either Party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level.
- c. The Employer will recognize the duly elected local officers and officials/representatives designated by the Union, including Stewards. The Union will supply the Employer in writing, and will maintain on a current basis a list of the Union officers and officials, including the Stewards' areas of representation.
- d. The Employer will recognize representatives of the NFFE National Office. The Union shall provide advance notice to the Employer of visits to be made by representatives of the National Office.

Section 2. Union Management Meeting Procedures

The following procedures shall apply to meetings between the Activity Head and the Union President of their designees.

- a. The meetings shall occur as the need arises. Union Management meetings shall in no way nullify or abrogate the right of the Union to negotiate new policy or a change to a policy.
- b. Joint Union Management meetings shall be held upon request by either Party. Specific item(s) for discussion should normally be provided in advance of the meeting by either Party, although items not submitted may be discussed subject to the agreement of both Parties.

Section 3. Representation

The Union will be provided an opportunity to be represented at all formal discussions (and certain investigative examinations defined by 5 U.S.C 1114 (a)(2)(b)) between management and employees or employee representatives concerning personnel policies and practices, or other matters affecting the general conditions or employment.

- a. Union-initiated proposals for a new policy or changes in established Activity policies or regulations, or resolution of a problem(s) will be presented to the Activity Commander.
- b. New or changed policy proposals which are agreed to in bargaining shall be signed by the Union President and the Activity Commander for their respective organizations.
- c. The parties recognize the right of the Union to submit proposals or views directly to the Employer for consideration when changes in Activity procedures are proposed.
- d. The Union has the right to represent an employee or a group of employees in presenting complaints.
- e. The Union has the right to have a representative present at all formal discussions between the Activity Commander or his representative and an employee or employees held in the course of proceeding to resolve complaints, grievances, or appeals submitted by a member of the Unit. The Employer will notify the Union President or designee before such discussion is held. The Union shall be allowed up to twenty-four (24) hours to provide a representative.

Section 4. Stewardship

The Stewards will represent the employee of their designated area(s) in dealings with supervisors about the application of personnel practices and policies, and other matters affecting working condition of employees in the designated area(s). Upon request from either Party, Stewards and Supervisors shall discuss informally items of concern in the application of this Agreement to avoid misunderstanding and to deter complaints from either party.

Section 5. Authorized Official Time

Union officers and officials including Stewards employed within the Bargaining Unit shall be permitted reasonable time during working hours without loss of leave or pay to effectively represent employees in accordance with this Agreement.

- a. All negotiations shall be conducted on official duty time.
- b. Reasonable time for a Union observer, designated pursuant to 5 U.S.C. 7114(a)(2) of a complaint, grievance or appeal action, shall be the time necessary to observe the proceedings to their conclusion.

Section 6. Internal Union Business

Internal Union business, such as attending Union meetings and posting or distributing Union literature will be conducted during the non-duty hours of the employees involved.

ARTICLE VI

NEGOTIATIONS

Section 1. Intent

The Employer and the Union shall meet as mutually agreed and confer in good faith with regard to personnel policies and practices and matters affecting conditions of employment in the Unit to the extent permitted by appropriate laws and regulations.

Section 2. Scope

Subjects appropriate for negotiation between the parties include but are not limited to, matters affecting safety, training, grievances and appeals, promotion practices, administration of this Agreement, labor management relations, unfair labor practices, and employee services.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope

A grievance means any complaint:

- a. By any employee concerning any matter relating to the conditions of employment of the employee;
- b. By the Union concerning any matter relating to the conditions of employment of any employee; or
- c. By any employee or the Union concerning:
 - (1) The effect or interpretation or a claim of breach of this Agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except those prohibited by 5 U.S.C. Section 7121(c).

Section 3. Application

This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the Bargaining Unit for resolving grievances except as provided in 5 U.S.C. Section 7121(d) and (e) concerning those matters for which the employee has the option to pursue either the appellate procedure or this grievance procedure, but not both. The presentation of a grievance under this Article shall not preclude Management from proceeding with or effecting the matter being grieved pending resolution of the grievance.

Section 4. Representation

A grievance may be presented by the Union, an employee, or a group of employees. If desired, an employee, or a group of employees, may have Union representation. The Union has the right to be present during the grievance proceedings.

Section 5. Informal Procedure

- a. First, a grievant shall informally present his grievance to his immediate supervisor. He may continue informal communications through established supervisory channels to the lowest level management official who has the authority to make a decision.
- b. An informal grievance must be initiated either:

- (1) Within 15 work days of the incident or condition which caused the grievance: or
 - (2) Within 15 workdays after the grievant became aware of the incident or condition, if he or she could not reasonably have been aware at the original time of the incident or condition.
 - (3) Extension of the timeframe in paragraphs (1) and (2) above may be granted for good cause shown.
- c. Within 20 workdays after presentation of the informal grievance, the appropriate management official shall make an informal decision, or notify the grievant in writing as to the date the decision will be rendered and the reason(s) for the delay.
 - d. If the grievant fails to initiate the grievance or request an extension in the above timeframe, the right to grieve is forfeited.

Section 6. Formal Procedure

- a. If dissatisfied with or in the absence of an informal grievance decision, a grievant may present a written (formal) grievance to the Activity Commander. If further official documentation is required, a written request for such material must be submitted to the management official who made or would have made the informal decision.
- b. The formal grievance must be submitted within 15 working days after receipt of the informal decision or receipt of reply to the request for additional material and must set forth:
 - (1) Reasons for the grievance;
 - (2) Relief sought;
 - (3) Designated representative if any.
- c. Within 30 working days after receipt of the formal grievance, the Activity Commander shall make written decisions available to the grievant.
- d. This written decision is final unless the Union invokes arbitration.

Section 7. Access to Records

The Employer will, upon written request and to the extent permitted by law, furnish information from official records which is determined to have a bearing on the nature of the grievance including relevant regulations and official directives of the Employer.

ARTICLE VIII

ARBITRATION

Section 1. General

a. If the Union is not satisfied with the decision on a formal grievance, it may refer the issue to arbitration. The written request for arbitration signed by the Union President must:

(1) Include the reasons for the dissatisfaction;

(2) Be submitted to the Employer within 20 working days after receipt of the formal written decision, unless an extension has been negotiated.

b. The Employer will not act upon any request submitted after 20 working days unless an extension was negotiated.

Section 2. Arbitrator Selection

Within five working days after receipt of the written arbitration request the Employer will request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. The request will include a copy of the contested decision, the Union's written request for arbitration, and a copy of the negotiated contract. The parties will meet within three working days after receipt of the list. If the parties cannot agree upon an arbitrator, the parties will each strike will be determined by the flip of a coin. The remaining name will be the arbitrator.

Section 3. Arbitration Expenses

All fees and expenses of the arbitration will be borne by the Party who, as determined by the arbitrator, is not the substantially prevailing Party.

Section 4. Official Time

The arbitration hearing will be held during normal hours of duty. Any Unit employee called as a witness, employee's representative, or counsel will not suffer loss of pay, or be required to take annual leave while participating in the arbitration proceedings.

Section 5. Arbitration Decisions

The award shall be made promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by law, no later than thirty days from the date of closing the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the Arbitrator.

Section 6. Exceptions

Arbitration decisions will be binding except as provided for in 5 U.S.C. 7122.

ARTICLE XI

INCENTIVE AWARDS

The parties agree that Awards will be processed through the appropriate Incentive Awards Committee. The Employer will meet with and seek the views of the Union with respect to ways in which the suggestion programs might be improved, employees participation increased, goals and objective of the program met. The Union agrees to encourage its membership to support the program.

ARTICLE X

POSITION DESCRIPTIONS

Section 1. Employee Copy

The Employer agrees to furnish each employee a copy of his official job description on record. The Union shall be provided a copy of any specific Unit job description upon request.

Section 2. Annual Review

Each employee's job description will be reviewed annually by his immediate supervisor. Employees who feel that they are performing duties outside the scope of their job description may request their immediate supervisor to review their job descriptions.

Section 3. Complaint Procedure

Employees who are dissatisfied with the nature and scope of the annual review may express their dissatisfaction through the negotiated grievance procedure contained in the Agreement. Job classification actions and classification complaints/appeals are matters outside this negotiated Agreement and are governed by CPR 501.

ARTICLE XII

MERIT SYSTEM

Section 1. General Merit Principles

All management actions involving employment shall be in agreement with spirit and intent of the merit system, the Civil Service Reform Act, the Equal Employment Opportunity Act, and the Age Discrimination in Employment Act. The Employer further agrees to supply all employee information in accordance with the installation merit promotion regulation. The Employer will ensure that qualified people have equal opportunity for promotion regardless of race, color, creed, sex, national origin, age, union membership, or marital status.

Section 2. Vacancies

a. Vacancy Announcements. When an Activity position is to be filled under the local installation Merit Promotion Plan, it will be announced and fully identified as to grade, title, organizational location, experience codes and SKAP elements (if any), and whether permanent or temporary. The vacancy announcements will be posted on Unit bulletin boards and identifying information will be published by the servicing CPO in The Monmouth Message.

The servicing CPO will supply a list of Activity vacancies being filled competitively through the Army Career Management Program to the Employer for posting on Unit bulletin boards and will publish the list for the Employer in The Monmouth Message at least monthly. That list will include the same identifying information listed above.

b. Vacancies. If the Employer determines that adequate competition is available from employees within the Activity, then the area of consideration will be limited to the employees in the Activity.

Section 3. Evaluation

When evaluation panels are established to rate and rank candidates for Unit vacancies, the Union shall be notified prior to the convening of any such panel, and shall have the right to designate an observer.

Section 4. Promotion Information

The following information about specific promotion actions within the Unit shall be available to an employee or his representative upon request.

- a. Whether the employee was considered for promotion.
- b. Whether the employee was one of those in the group from which the selection was made.
- c. Who was selected for the promotion.

Section 5. Reassignment Information

On a proposed reassignment involving transfer from one competitive level to another, the employee or his representative, upon request, will be supplied all information consistent with provisions of the Federal Personnel Manual (FPM) and requirements of the Freedom of Information act (FOIA),

which bears on relative competitive standing in both competitive standing in both competitive levels.

Section 6. Details

Details of employees to positions or work assignments other than the position to which they are assigned, will be consistent with the conditions that warrant such details. Details in excess of 30 days shall be recorded in the employee's official personnel file and noted on the "Supervisor's Record of Employee." In order to provide all employees with opportunities to earn varied work experience, supervisors will make every reasonable effort, consistent with personnel and mission constraints, to rotate separate details of 30 days or less among employees under their supervision.

Section 7. Repromotion

An employee who is demoted through no personal fault shall be entitled to special consideration for repromotion. Such employees shall be given first consideration for promotion to their former position, or positions with the same title, series, and grade, or positions at intervening grade levels, prior to filling the position by other promotion actions subject to the following criteria:

- a. The employee's service in the higher grade was satisfactory.
- b. The employee's conduct prior to the demotion and during the period subsequent to the demotion was satisfactory.
- c. The employee meets current qualification standard for the position.

Section 8. Upward Mobility

Prior to filling any position, the Employer agrees to consider filling that position through Upward Mobility procedures.

Section 9. Official Personnel Records

The Parties agree to remind Activity employees, annually, of the employee's responsibility for updating their career management records and official personnel folders, and the importance of doing so.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. General

The Employer and the Union agree to work cooperatively to ensure that all employees have equal employment opportunity, and that no one is discriminated against because of race, religion, sex, age, national origin, or handicapping condition.

Section 2. Mutual Concern

- a. The Employer agrees to consult with the Union in developing its Affirmative Action Program; the Union agrees to assist the Employer in achievement of Affirmative Action goals recognizing that strict adherence to merit principles is essential to the furtherance of equal employment opportunity.
- b. The Employer agrees to inform the Union of any Agency or judicial decision on a discrimination complaint filed by an employee of the Bargaining Unit which may impact on personnel policies, procedures, procedures, and conditions of employment within the Unit.
- c. The Union agrees to represent fairly and equitably all employees in the Bargaining Unit without regard to race, religion, sex, age, national origin, handicapping condition, or union affiliation.

Section 3. EEO Counselors

The selection of counselors is a responsibility of Activity Commander. The Activity Commander agrees to consider qualified nominees submitted by the Union, along with nominees received from other sources, and will make assignments without regard to union membership.

Section 4. Union Representation

An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by the Union representative of his or her choice, if he or she so desires. If, after discussing the problem, the employee decides to follow the negotiated grievance procedure, he or she may be represented by the Union until a final decision has been made.

Section 5. Information

The Activity Commander agrees to furnish the Union, upon request, a copy of available reports and information with respect to Equal Employment Opportunity accomplishments as well as available data with respect to the distribution of minorities and women within the Activity.

ARTICLE IX

SAFETY & HEALTH

Section 1. General

The Employer shall institute an occupational safety and health program. The Employer and the Union shall consult on any proposed changes or recommendations relative to safety and health policies or representation pursuant to this Article shall be considered to be on official duty.

Section 2. Safety Committee

The Union shall designate a member to serve on the Safety Committee. The Chairman of the Safety Committee and its remaining members will be designated by the Activity commander to represent organizational/geographical subdivisions required for safety coverage; however, they will be selected without regard to whether they are, or are not, members of the Union.

Section 3. Safety Inspection

A Union representative has the right to participate in an annual Employer inspection of all areas occupied by the employees.

Section 4. Health and Safety Policies

- a. The Activity Commander will exert effort to provide safe and sanitary working conditions and equipment.
- b. Only authorized employees who are qualified or in training will be permitted or required to operate machinery or equipment or to perform work that could cause injury to an inexperienced operator or endanger other employees.
- c. The Activity commander shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions as well as environmental conditions in their immediate areas which may represent health hazards. The Activity Commander assures that no reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

Section 5. On-the-Job Injury or Illness

Employees should report to their supervisor immediately all injuries or illnesses which occur on the job.

- a. The Employer shall process and promptly forward to OWCP employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The Employer, or his designee, shall consult with the injured employee and a union representative.
- b. When a question arises as to whether an employee is physically unable to perform his or her duties, suitable work cannot be found, and the employee is unwilling to voluntarily report for a

medical examination, the employee shall be informed (in the presence of a Union representative, if the employee desires) that he or she is being directed to have a fitness-for-duty examination, and that he or she may be examined by the Post physician. The employee may elect to be examined by a physician of his/her choice provided the physician is board certified and a copy of the physician's report is provided to the employer by the physician.

c. Within 5 working days, after official notification to the nearest of kin, the Employer shall notify the Union of incapacitating on-the-job illness, injury, or death of an employee in the Unit so that the Union may extend Union benefits to which the employee and/or the employee's family may be entitled.

Section 6. Occupational Health & Safety Training

The Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of staff hours due to preventable injuries. The Activity Commander will establish training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices, and procedures with regard to specific job assignments.

ARTICLE XIV

FORMAL DISCIPLINARY AND ADVERSE ACTIONS

Section 1. General

Formal Disciplinary actions are written reprimands, suspensions or removals. Disciplinary actions against employees, including probationary employees, will be based on just cause and be consistent with applicable laws and regulations. The procedures and rights applicable to probationary employees are as specified in the Federal Personnel Manual.

Section 2. Preliminary Discussion

Prior to issuing a proposed notice of disciplinary action, if a supervisor discusses the matter with the employee concerned, that employee is entitled to have a Union representative present, if requested by the employee.

Section 3. Proposed Notice

In the event an employee is issued a notice of proposed disciplinary or adverse action, that notice will contain a statement advising the employee of his rights under the regulations. In all cases, the employee shall be given the opportunity to review any and all evidence used and to reply to the charges orally and/or in writing, using the assistance of the Union if desired. The employee shall be given reasonable official time to review such evidence and prepare a reply. Employees shall be given at least seven calendar days for reprimands and suspensions and 21 calendar days for removals after the notice is given to the employees in order to make a reply.

Section 4. Final Notice

a. Except in cases involving adverse action based upon unacceptable performance, an employee will be given at least thirty (30) calendar days advance written notice of action to remove or to suspend for 15 days or more; 20 calendar days notice for suspension of 14 days or less, and 10 calendar days notice for written reprimand.

b. The Employer shall provide the Union a copy of any proposed disciplinary action.

c. In the even a final decision is issued sustaining the proposed disciplinary action, the employee shall be advised that he or she has the right to appeal the decision under the negotiated grievance procedure or, if appropriate, to the Merit Systems Protection Board (for adverse actions) but not both.

d. In any disciplinary action resulting in removal, suspension, or issuance of a formal letter of reprimand, such action shall not be effected against the employee until a decision letter has been issued and the employee has been informed of his or her right to grieve that decision or appeal it to the Merit Systems Protection Board (MSPB).

e. In cases involving unacceptable performance, an employee must be given not less than 30 calendar days advance written notice of the proposed action. Management will advise employee of the specifics which are the basis for his/her unacceptable performance and will give the employee an opportunity to improve the specific deficiencies. Management will have the affirmative obligation of attempting to assist the employee in improving his/her deficiencies. The final notice,

in such cases, will specify the instances of unacceptable performance by the employee on which the reduction-in-grade removal is based, and any answer by the employee to the proposed action.

ARTICLE XV

EMPLOYEE ASSISTANCE PROGRAM

Section 1. General

The Employer shall utilize the installation wide employee assistance program, recognizing that medical/behavioral problems of an employee and/or members of his or her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance. The Employer acknowledges that such problems are treatable and that with proper treatment the employees may return to high levels of productivity.

Section 2. Confidentially

All records and discussions will be handled in a confidential manner as are medical records. These records will be kept by the designated counseling office and will not become part of the employee's Official Personnel File.

Section 3. Publicity

Management shall post its written policy on troubled employees, news about the program, and assurances of confidentiality for participants on official bulletin boards. The Union shall undertake a publicity effort within the Activity to eliminate any stigma associated with such matters.

ARTICLE XVI

TRAINING

Section 1. General

The Employer recognizes the need to provide training and development opportunities designed to maintain the competence of the workforce and assist employees in achieving established career goals. In developing training programs the Activity Commander agrees to consider the views of the Union.

Section 2. Scheduling

Whenever possible, the Employer shall schedule appropriate training courses, seminars, conferences, and meetings during work hours.

Section 3. Records

The Employer agrees to record training accomplishments in the employee's Official Personnel File. This does not relieve the employee of individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training, and education. The Parties agree to encourage employees to review their personnel folders at least annually to assure that training is accurately recorded.

Section 4. Expenses

The Employer agrees, consistent with law and regulation, to extend every reasonable consideration for reimbursement of expenses incurred by employee in attendance at work-related courses on his or her own time. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations.

ARTICLE XVII

LABOR MANAGEMENT RELATIONS TRAINING

Union-Sponsored Training Sessions

The Employer agrees to grant administrative leave to employees who are Union officials for the purpose of attending Union-sponsored training sessions. Administrative leave for this purpose will ordinarily not exceed eight (8) hours for any individual employee within a twelve (12) month period. Additional hours may be granted on a case-by-case basis for training that is of mutual concern to both Parties. A written request for this administrative leave will be submitted at least two (2) weeks in advance by the Union official to the individual's supervisor. The request will contain information about the duration, purpose, and nature of the training.

ARTICLE XVIII

WORKWEEK AND HOURS OF WORK

Regular (basic) tours of duty will normally be five (5) consecutive eight-hour days (forty (40) hours), within the time frame of 0730 hours and 1645 hours exclusive of lunch periods (for example, 0800 to 1645, including lunch period from 1200 to 1245). Prior to implementing any changes in the regular (basic) tours of duty, excluding emergencies, the Activity Commander will notify the Union.

ARTICLE XIX

LEAVE

Section 1. Annual Leave

Annual leave shall be earned in accordance with appropriate statutes and regulations. Employees shall state in advance the desired times for their vacation leave. If several employees desire the same week for leave, leave for that week shall be granted to the employee(s) by supervisor after due consideration of the needs of the organization and the employees requesting the leave. Approval for annual leave scheduled in advance shall not be withdrawn by the employer except to meet mission exigencies requiring the personal presence of the employee concerned. For emergency situations, upon request by the employee, the supervisor will grant the employee emergency annual leave if such request is based on a need which could not have reasonable been anticipated by the employee and if workload permits.

Section 2. Sick Leave

Sick leave shall be earned or granted in accordance with statutes and regulations and may be used for doctor, dentist, optician, and other medical appointments, illness of the employee, and contagious diseases in the employee's family. The union will assist Management in minimizing abuses of sick leave.

Employees will normally be required to present a doctor's certificate to their supervisor for any absence in excess of three (3) days except that employees placed on leave restriction who (based on indication of sick leave abuse) may be required to provide a doctor's certificate to cover all sick leave usage regardless of duration during the period of restriction. The doctor's certificate will include a statement that the employee during the period covered by the sick leave request was incapacitated for duty and will indicate the nature of the incapacitating illness or injury.

Section 3. Maternity Leave

Employees who are pregnant will be allowed to work as long as they and their doctors feel that it is appropriate and does not impose a safety or health hazard to them or other employees. Maternity leave in the form of sick leave, annual leave, and leave without pay will be granted during delivery and confinement.

Section 4. Religious Observances

An employee whose beliefs in a recognized religion require that he or she be absent from work during scheduled work periods may elect, with the approval of his or her supervisor to rearrange his or her schedule during the same or the following workweek to meet those religious requirements. The premium pay provisions for overtime work in Subparagraph A or Part 550 of Title V, Code of Federal Regulations, and Section 7 of the Fair Labor Standard Act of 1938, as amended, do not apply to compensatory overtime work performed by an employee for his purpose.

ARTICLE XX

OVERTIME

Section 1. Employee Assignment

The Employer will make overtime assignments consistent with job requirements, among the qualified people in the Unit to provide for an equitable distribution of overtime. Employees assigned to overtime work will be given as much advance notice of such assignments as possible. Normally when overtime is required on any particular job, preference will be given in the area where the overtime occurs. A record of actual overtime hours worked by employees will be maintained and will be made available to the Union upon request.

Section 2. Compensation

Employees exempt from provisions of the Fair Labor Standards Act (FLSA) whose rate of pay is in excess of the maximum rate for GS-10 will be granted compensatory time off or overtime payment for overtime work at the election of the Employer. Other employees who work overtime will be given overtime pay (except as compensation for leave taken for religious observances) unless they agree to accept compensatory time in lieu thereof where compensatory time is permissible under governing law and regulation (CORADCOM Regulation 570-1).

ARTICLE XXI

VOLUNTARY ALLOTMENT OF UNION DUES

Dues withholding will be in accordance with the master Agreement between the Union and the host Commander at Fort Monmouth.

ARTICLE XXII

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Bulletin Boards

Three bulletin boards within the Hexagon shall be made available by the Employer for the exclusive use of the Union for the posting of Union notices and literature. Additional bulletin boards will be made available by mutual agreement for CORADCOM elements located outside the Hexagon.

Section 2. Copies of Agreement

Copies of this Agreement will be distributed by the Employer to all Unit employees and all new employees. The cost of printing this Agreement shall be borne by the Employer. Five copies of the Agreement will be furnished the Union for its use. Additional copies will be provided to the Union upon request at cost.

Section 3. Orientation of New Employees

All new employees in the Bargaining Unit shall be informed by the Employer of the Agency policy with respect to the right of employees to join or refrain from joining unions.

Section 4. Space

a. The Activity Commander has determined that it would be advantageous to the Government to provide space in the Activity area for the Union. Therefore, the Employer agrees to furnish, at no cost to the Union, a room within the Hexagon Building, Building 2700, for the Union to use in fulfilling its obligations to Unit employees. The space provided will be utilized in such a manner so as to ensure that all business and/or activities are in accordance with applicable laws and regulations. The Employer will provide, at no cost to the Union, utilities and services except telephone service which, if provided, will be in accordance with Army regulations.

b. The Employer will, upon request, provide conference room space to the Union when available.

c. The Activity Commander retains the right to determine the location of the space provided and whether the space can continue to be provided in view of mission needs and space availability.

Section 5. Internal Document Distribution System

The internal document distribution system of the Employer shall be available for use by the Union for representational activities described in this Agreement.

Section 6. Lists

The Employer agrees to have furnished to the Union, upon request, but not more frequently than quarterly, and up-to-date list of all employees in the Activity, showing name, pay plan, series, grade, position title, organization code, and official duty station.

Section 7. Use of Government Quarters on TDY

It is recognized that Standards of Adequacy for Government Quarters are specified in current regulations and that Post Commanders are responsible for meeting and maintaining these standards. Certificates of Nonavailability are issued by the representative of the Post Commander and are required before substitute off-Post quarters can be utilized without penalty in travel pay reimbursement. The Employer and Union officials mutually agree to do all they can to resolve employees' complaints about TDY quarters and to bring to the appropriate commander's attention any complaints about those quarters for such action as he deems appropriate.

Section 8. Parking

Command regulations. Any changes or proposed changes that become known to the Employer in the control and regulation of parking will be brought to the attention of the Union.

Section 9. Access to Regulations

The Union will be provided access to the regulations contained in the library of the servicing civilian personnel office.

ARTICLE XXIII

OUTPLACEMENT

The Employer and Union recognize that outplacement is beyond the jurisdiction of Employer, as a Fort Monmouth tenant. In the event of a RIF within the Bargaining Unit, the Employer agrees to vigorously support the host command outplacement program.

ARTICLE XXIV

TRANSFER OF FUNCTION/RELOCATION/REDUCTION-IN-FORCE

Section 1. Notification

The Employer agrees to notify the Union as early as possible regarding any transfer-of-function (TOF), relocation of any work site by more than 20 miles, or reduction-in-force (RIF).

Section 2. Pertinent Information

Consistent with the provisions of the Federal Personnel Manual and requirements of the Freedom of Information Act, all information relating to a RIF, TOF, or relocation will be made available to the Union upon request.

Section 3. Procedure

Office of Personnel Management (OPM), Department of Defense (DOD), and Department of the Army (DA) regulations covering a TOF, relocation of any site of more than 20 miles and RIF will be used.

Section 4. Arrangements for Adversely Affected Employees

The Employer will take appropriate action consistent with law, regulation, mission, and funding availability to minimize the adverse effect of transfer of function, relocation, or RIF by considering:

- a. the filling of all established positions.
- b. retraining adversely affected employees where practicable.
- c. making adversely affected employees available so that they may accept a position outside the Activity, and
- d. the reengineering of established positions to utilize available skills.

Section 5. Conduct of a RIF

After the employees in a RIF are identified, a Union representative will bring to the attention of Management any requests for clarification or apparent errors in application of procedures that may be needed to insure all Unity members that all actions are clear, consistent, and that procedures are being applied properly.

Section 6. Implementation

The Employer agrees to meet weekly in the servicing personnel office with representatives of the Union and the personnel office during the conduct of relocation, transfer of function, or RIF to discuss reduction-in-force procedures as they apply to Unit employees affected by the relocation.

Section 7. Retention Registers

Annotated retention registers will be made available for review by the Union on the day that letters of job offer/separation are issued. These registers will reflect job off or separation actions, and will be updated weekly until the RIF is completed. The Union will be allowed to review these up dated registers.

Section 8 Early Out

The Employer agrees to request authorization for early out retirement in accordance with applicable regulations.

Section 9. Grievance Rights

An employee who believes that he or she has not been adequately considered for a position for which he or she qualifies may file an appeal to Merit Systems Protection Board or file a grievance under the negotiated grievance procedure set forth in this Agreement, but not both.

ARTICLE XXV

CONTRACTING OUT

Section 1. Notification

The Employer will comply with OMB Circular A-76 concerning any proposal to contract out for Commercial/Industrial Type Activities (CITA).

Section 2. Consultations

The Employer will meet with Union representatives to discuss:

- a. The reasons for contracting out,
- b. how Unit employees will be affected, and
- c. how to minimize any effects on employees.

The Employer agrees to consider the views and recommendations of the Union with respect to these matters.

Section 3. Personnel Affected by Contracting Out

Affected Unit employees will be afforded placement rights and retraining in accordance with applicable rules, regulations, and procedures including the terms of this Agreement governing reduction-in-force actions.

ARTICLE XXVI

DURATION & EXTENT OF AGREEMENT

Section 1. Effective Date & Term

The effective date of this Agreement shall be the date it is signed by the Parties, subject to the regulatory review of the Agency Head. It shall remain in effect for three (3) years. The Agreement shall be renewed for an additional one (1) year period on each anniversary date thereafter, unless between ninety (90) and sixty (60) calendar days prior to any such date either Party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

Section 2. Amendments & Supplements

This Agreement may be amended and/or supplemented as follows:

- a. At any time under the provisions of the Article entitled NEGOTIATIONS.
- b. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affect the provisions of this Agreement. A proposal by either Party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the Article(s) of this Agreement affected. When such a proposal is submitted, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate the requested amendment(s) or supplement(s).

Section 3. Effective Date, Amendments & Supplements

Amendments and supplemental agreements shall become effective on the date signed by the Parties, subject to the regulatory review of the Agency Head. They shall remain effective concurrent with the basic Agreement.