

PREAMBLE

SECTION 1

"The Congress finds that:

A. Experience in both private and public employment indicates that the statutory protection of the right of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them: (1) Safeguards the public interest, (2) Contributes to the effective conduct of public business, and (3) Facilitates and encourages the amicable settlements of disputes between Employees and their employers involving conditions of employment; and B. The public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government." 5 U.S. C. §7101

SECTION 2

Through this agreement, the parties establish a basic understanding relative to personnel policies and practices, Employee working conditions, and any other matters negotiable under current case law. This agreement is also established as a means to assure amicable discussion and adjustment of matters of mutual interest. The Employer and the Union agree to cooperate in efforts to ensure timely completion of work, improve the quality of workmanship, encourage ideas for improvement and cost reduction, prevent accidents, and conserve materials and supplies.

SECTION 3

The following articles constitute a collective bargaining agreement between Local 400, American Federation of Government Employees, AFL-CIO, and the commanders of all activities subject to this agreement.

ARTICLE 1 - EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

SECTION 1

The Employer hereby recognizes that the Union is the exclusive representative of all Employees in the unit as defined in the original certification, or any subsequent determination that is made by the Federal Labor Relations Authority.

SECTION 2

The unit to which this agreement applies is comprised of: all professional and nonprofessional full-time, part-time, and temporary General Schedule Employees employed by Headquarters, 10th Mountain Division (Light Infantry) and Fort Drum, Fort Drum, New York, and Employees of tenant activities who are assigned to and located at Fort Drum, New York, and are serviced by the Fort Drum Civilian Personnel Advisory Center (CPAC), excluding all nonprofessional wage grade Employees, all nonappropriated fund Employees, all fire fighters, guards, and security personnel,

management officials, Supervisors, and Employees described in 5 U.S. C. §7112(b) (2), (3), (4), (6), and (7).

SECTION 3

The purpose and intent of the Employer and the Union is to promote and improve the efficient administration of the government and the well being of its Employees and to establish a basic understanding of relative personnel policy, practices, working conditions and matters affecting conditions of employment.

SECTION 4

The contract takes precedence over any guiding document other than law or government wide regulatory change.

ARTICLE 2 - PROVISIONS OF LAW, REGULATIONS & DEFINITIONS

SECTION 1

The Employer, the Union, and the Employees shall be governed by existing and future laws of the United States, regulations, and policies of appropriate authorities including the Office of Personnel Management, and published agency policies which may be applicable and are in existence at the time of approval of this agreement. Subsequently published agency policies and regulations are subject to substantive and/or Appropriate Arrangements and Procedures (AA&P) bargaining as required (previously referred to as I&I).

SECTION 2

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

SECTION 3 – DEFINITIONS

When the term “commander” is used, it will refer to either the commander, Fort Drum, the commander, or head of a tenant activity, as applicable.

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

When the word "Employee" is used, it means an Employee in the bargaining unit covered by this agreement. The word "Employee" may pertain also to those not in the bargaining unit.

When the term “Union” is used, it means Local 400, American Federation of Government Employees, AFL-CIO.

Unless otherwise specified, the term "days" as used in this Agreement means calendar days.

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

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

“Officer of the Union” means an elected officer, i.e., President, 1st President, 2nd Vice President, Chief Steward, or Secretary/Treasurer.

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

“Supervisor” is defined as per 5 U. S. C. §7103(a)(10).

“Seniority” for other than Reduction In Force (RIF) purposes is defined as an Employee’s length of service by Service Computation Date (SCD) as shown on his Leave and Earning Statement.

SECTION 4

The Employer agrees that should it become necessary as a result of law or Government-wide regulation to formulate new policies contrary to the provisions of this agreement, such provisions will not be implemented prior to completion of required bargaining.

Past practices and memoranda of understanding which were in effect on the effective date of this Agreement shall remain in effect unless superseded by a new Agreement.

ARTICLE 3 - RIGHTS AND RESPONSIBILITIES OF THE PARTIES

SECTION 1

The Employer and Union are obligated to negotiate in good faith with the objective of reaching agreement by diligent and serious exchange of information and views, and by avoiding unnecessarily protracted negotiations.

SECTION 2

The normal point of contact (POC) between the Union and the Employer for the purpose of consultation on questions concerning overall installation administration between the parties shall be:

For the Union. The President. If the President is not available, and the matter must be resolved before he or she returns, the following POCs will be followed in order, with the same provisions: 1st Vice President, 2nd Vice President, Chief Steward, Secretary/Treasurer.

For the Employer. The Labor Relations Officer (LRO). If the LRO is not available, contact the Civilian Personnel Officer.

SECTION 3

The normal POC between the Union and the Employer for matters at an organizational level will be the appropriate Supervisor and any Union officer (i.e., President, 1st Vice President, 2nd Vice President, Chief Steward, Secretary/Treasurer). It is understood that the Union may elect to assign another officer or steward to the issue after initial contact.

SECTION 4

Subject to subsection (B) of this section, nothing in this chapter shall affect the authority of any management official of any agency:

To determine the mission, budget, organization, number of Employees, and internal security practices of the agency; and

In accordance with applicable laws:

To hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees; To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted; With respect to filling positions, to make selections for appointments from: Among properly ranked and certified candidates for promotion; or Any other appropriate source; and To take whatever actions may be necessary to carry out the agency mission during emergencies. 5 U.S.C. §7106 (a)

Nothing in this section shall preclude any agency and any labor organization from negotiating:

At the election of the agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; Procedures which management officials of the agency will observe in exercising any authority under this section; or Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials. 5 U.S.C. §7106 (b)

SECTION 5

The Union is the exclusive representative of the Employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit. The Union is responsible for representing the interests of all Employees in the unit it represents without discrimination and without regard to union membership. In accordance with current case law, if the Employee has the right to choose a representative other than the Union, there is no basis for requiring the Union to furnish its services.

SECTION 6

The Employer will conscientiously perform assigned duties with regards to Employees. All parties will cooperate with and strive to maintain good working relations with Supervisors and fellow Employees.

SECTION 7

The Employer agrees to provide the Union a list of Employees, organized alphabetically by directorate/tenant organization, monthly.

SECTION 8

The Employer further recognizes its responsibility to observe the rights of the Union contained in all appropriate provisions of law. Nothing in this agreement abridges either the rights or responsibilities of the Employer or the Union as provided for in the Statute and applicable Executive Orders.

SECTION 9

The Union is provided the right by statute. "To be represented at any formal discussion between one or more representatives of the agency and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment." 5 U.S.C. §7114(a). To determine that a meeting qualifies as a formal discussion, consider the following:

A meeting must include four specific elements. They are: a) at least one representative of Employer management and at least one bargaining unit Employee in attendance; b) a discussion, that is c) formal in nature, and d) concerns either a grievance or a personnel policy, practice or other condition of employment of unit Employees; The totality of circumstances surrounding the discussion to be considered include the status and number of Employer representatives in attendance, whether the meeting was scheduled or impromptu, whether a formal agenda was used, how long the meeting lasted, the location of the discussion, and whether attendance was mandatory or voluntary. These are indicators and none are conclusive evidence on their own of formality or the lack thereof. Supervisors are never precluded from inviting the Union to meetings involving Employees.

To afford the Union the maximum opportunity to send a representative to the formal discussion, the Employer shall provide as much advance notice as possible. In all cases, notice of time, location, and general nature of the subject matter will be given to the Union, concurrent with notification to other attendees prior to any formal discussions. Any read ahead material provided to other attendees will also be provided to the Union. If the Union is unable to send a representative to the discussion, the Employer will provide any written documentation, minutes, etc., from the meeting.

The mere fact that a Union representative will be among a group of unit Employees present at a formal discussion does not relieve the Employer of the obligation to provide advance notice to the Union.

SECTION 10

The Employer recognizes that obtaining the Union's views in the development and implementation of management actions will reduce potential grievances and facilitate bargaining or any other subsequent labor relations actions. To that end, the Employer agrees to openly consult with and inform the Union on matters not otherwise covered by

the contract which affect bargaining unit members, and to consider the Union's views on these matters. This provision pertains to predecisional input and is not to be confused with statutory bargaining obligations.

SECTION 11

The parties recognize the seriousness of Unfair Labor Practice (ULP) charges. When the Union provides notice of the intent to file a ULP, the Employer agrees to take appropriate action to resolve the situation underlying the potential charge. When a ULP charge is filed, the parties agree that normally within fifteen (15) days a meeting will be scheduled for the purpose of discussing settlement alternatives.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE

SECTION 1 - GENERAL

An Employee shall have the right to bring work-related matters to the attention of their Supervisor. This right may be exercised individually or collectively by an appointed spokesperson. Employees will not suffer adverse consequences for bringing issues to the attention of the Supervisor. Disagreement does not equal disrespect.

Each Employee is accountable to the Employer for performance of assigned duties and compliance with governing regulations. The parties affirm the right of Employees to conduct their private lives as they deem proper. An Employee's employment shall be judged solely on his or her ability to meet the requirements of the position held. The Employer retains discretion to determine the requirements of the position. If the Employer takes action based in whole or in part on off-duty conduct and the Employee later decides to grieve that action, the Employer will articulate to the Union its rationale for a direct nexus between the off-duty conduct and ability to complete on-duty job requirements. If an action is not grieved by the Employee within his allotted grievance period, the Employer will promptly provide the Union a synopsis of the offense and action taken by the Employer.

Employees shall be treated fairly and equitably and in a professional manner and in turn they will conduct themselves in a professional manner.

SECTION 2 - RESPONSIBILITIES

The Union and the Employer agree that Employees will:

Conscientiously perform assigned duties.

Cooperate with and strive to maintain good working relations with Supervisors and fellow Employees.

Cooperate in and promote programs designed to improve work methods and conditions.

Maintain a neat and clean personal appearance as required by the work situation. Employees are expected to dress and groom considering comfort, productivity, health,

safety, and type of position occupied. When there is an issue/dispute, the Employer agrees to consult with the Union. When the Employer determines that a workplace or position requires more specific requirements than addressed here, e.g., uniforms, the Union will be afforded an opportunity for AA&P bargaining.

Employees required to initially purchase a uniform will be provided actual/foreseeable cost of minimum uniform requirements, up to the maximum allowed by applicable laws and regulations. Subsequent annual uniform allowances will be as required by regulation for specific job series.

SECTION 3 - PROTECTED ACTIVITIES

Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right:

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 the Government, the Congress, or other appropriate authorities, and

To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter." 5 U.S. Code §7102

SECTION 4 - INVESTIGATORY MEETINGS

It is the Employee's responsibility to request Union representation at investigatory meetings. The Employer agrees to provide new Employees with a business size card that depicts the contract website and Weingarten rights. Additionally, the Employer will notify all Employees in writing of their Weingarten rights annually. Further, Garrity and Kalkins rights will be given in writing if applicable. The Employee may request representation at that time or at any time during questioning. If representation is desired by an Employee, the Employee will be given an opportunity to have representation present at any examination of an Employee by a Supervisor in connection with an investigation, if the Employee reasonably believes that such examination may result in disciplinary action against the Employee.

Although the Employer will accommodate an Employee's request to have a Union official present by giving the Employee an opportunity to contact a Union official, such examination will normally not be delayed beyond forty-eight hours or two duty days, exclusive of weekends and holidays, from the date/time the examination was initially scheduled to be held.

SECTION 5 - REPRESENTATION

If an Employee desires consultation with a Union representative during working hours for representational business, he will obtain the Supervisor's permission to leave the work site for this purpose. Supervisors will grant requests for temporary absences for this purpose at such times and for such a period of time as the Employee can be

excused. If this departure would create immediate problems, the Supervisor will inform the Employee of the earliest time that they would be free to leave for their consultation, normally within forty-eight hours or two duty days. If the Supervisor refuses to provide an alternate date/time, he will so inform the Employee in writing within one day. The Employee is under no obligation to disclose the purpose of the meeting between the Union and the Employee.

SECTION 6 - BENEFITS

It is agreed that Employees will be allowed duty time to attend open season health benefits seminars if such seminars are provided and as workload permits with no charge to leave. The Employer agrees to make health benefits materials available to the Employees during open season. If an Employee elects to change their health benefits carrier, the selection will be accepted if received prior to the end of the open season.

Employees may contact the Army Benefits Center-Civilian (ABC-C) via government phone or computer (web site <http://www.abc.army.mil>) and on duty time for information in regard to Federal Employee Health Benefit (FEHB), Federal Employee Group Life Insurance (FEGLI), Thrift Savings Plan (TSP), retirement, and survivor benefits (death and dismemberment). Fort Drum CPAC may elect to hold periodic retirement seminars which Employees will be allowed to attend if workload permits.

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

SECTION 7 - COMBINED FEDERAL CAMPAIGN

The Employer and the Union recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions through the Combined Federal Campaign (CFC) for successfully achieving their objectives. CFC shall be conducted in the spirit of true voluntary giving. Coercion, either overt or implied, shall not be practiced by collectors, Supervisors or any other personnel.

SECTION 8 - SMOKING

Smoking is prohibited in any Government vehicle, building, within 50 feet of any entryway to a building. Designated exterior smoking areas that exist at the time of the signing of this Agreement are exempt from this subsection.

The parties shall jointly identify outdoor areas where Employees may smoke. The areas shall meet the following criteria: they shall provide overhead coverings; they shall be reasonably accessible to Employees' work sites; and they shall meet safety, health,

and security concerns. Any disagreements as to the areas identified should be resolved through grievance arbitration.

Reasonable smoke breaks will be allowed, not to exceed 15 minutes per 4-hour work period. These may be broken down into two or three break periods subject to work requirements. These are not in addition to normal breaks.

Employees may attend the smoking cessation program at no cost to them and on duty time. Employees are entitled to participate in the program no more than once every two calendar years.

SECTION 9 - DEBTS AND DEBT COLLECTORS

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

SECTION 10 - SERVICE OF PROCESS

Service of process (court summons, subpoenas, warrants for arrest, etc.) will be executed in the most discreet manner possible.

SECTION 11 - PERSONNEL FILES

An Employee has the right to see his Official Personnel File by requesting it from CPAC. In addition, an Employee may authorize in writing one or more agents to examine his file. Reasonable requests for copies of documents from an Employee's Official Personnel File will be granted. Employees will be allowed a routine review of their OPF, normally no more than once per year, and other reviews as needed based on circumstances. Corrections with supporting documentation will be posted to their OPF and applicable automated systems to reflect correct data.

Supervisory records kept on Employees will be secured to maintain confidentiality. Upon request, an Employee, or designated representative, shall be given access to the Supervisor's file maintained on the Employee and be provided copies of the matters contained therein.

While Supervisors may keep memory joggers or notes concerning Employees' conduct and performance, such concerns will be shared with the Employee and, as necessary, will be reduced in writing to a Memorandum for Record (MFR) and provided to the Employee. Employee signature indicates only receipt, and not concurrence with the contents of the memorandum. Supervisors will review Supervisory files at the mid- point and evaluation and remove outdated or irrelevant documents. All records kept on Employees which may be used to support disciplinary actions will be provided to the Employee at the time they are generated. Nothing in this section is meant to preclude

law enforcement agencies from compiling and maintaining files necessary in the performance of official duties.

SECTION 12 - TRAVEL/TEMPORARY DUTY (TDY)

Employees will be informed of the opportunity or the requirement to perform temporary duty as much in advance as practical. Adequate lead time will be provided to make personal arrangements. When the Employer requires TDY and is unable to provide normal notice, the Employer will make reasonable efforts to accommodate special needs of the Employee. The Employee's work schedule will be changed accordingly to accommodate TDY activity. The Employer agrees to consider financial and other hardships when assigning TDY. Employees will not be expected to travel without valid travel orders. Employees expected to perform TDY will be assisted in applying for a government credit card or travel advance by their Supervisor or designee and will be instructed on its proper use. Employees will not be required to perform TDY without a government credit card or travel advance. Travel advances will be provided at the rate determined by DFAS provided that the request for the advance is made sufficiently in advance to permit the advance to be processed. Travel advances will be deposited directly to the Employee's designated account by electronic funds transfer (EFT). Employees who submit a travel voucher within the specified timelines will not be disciplined for failure to repay a government credit card company prior to reimbursement for travel by the Employer.

To the maximum extent practicable, Employee travel will occur during working hours. When travel falls outside the work schedule, entitlement to overtime or compensatory time will be in accordance with the Fair Labor Standards Act and Title 5 U.S. Code. Managers/Employees with questions should contact the CPAC prior to or during the travel.

Employees on TDY for a continuous period of more than three weeks may be authorized to periodically return to their permanent duty station in an official travel status on weekends or other non-workdays. Requests for such travel will normally be approved subject to budgetary constraints and TDY length.

Opportunities for TDY will be assigned equitably. Supervisors will not assign TDY as a reward or punishment. When TDY is for training, priority consideration will be given to Employees whose IDP reflects this training. An Employee may request to be excused from a TDY assignment and will not be penalized for making the request. When assigning TDY, the Employer agrees to consider factors including but not limited to the following:

Leave; Employee qualifications, such as skill requirements, security clearance, relevance to job duties, seniority, "fully successful" rating, etc; Personal hardship.

When Employees travel using an automobile the Joint Ethics Regulation only authorizes travel to and from the duty site and local travel at the TDY site limited to

reasonable distances to eating establishments, laundry, and places of worship. Rules vary for government vehicles, rental cars, and privately operated vehicles. Employees with questions should contact the Ethics Counselor at the Office of the Staff Judge Advocate at 772-6371 prior to or during the travel. The Ethics Counselor has the authority to issue binding written opinions upon request. F. Employees cannot be directed to use private autos. When there is a choice as to the mode of transportation or accommodations, the Employee's desires will be given due consideration by their Supervisor. Reimbursement will be paid in accordance with the JTR. This applies to both TDY travel and work-related travel on post.

G. TDY will be in accordance with the Joint Travel Regulations.

SECTION 13 - BREAK ROOMS

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

SECTION 14 - ORIENTATION FOR NEW EMPLOYEES

Each Employee shall attend orientation for new Employees upon entering on duty. Each will be provided the website address for the Agreement and offered a printed copy. For those who declined a hard copy of the Agreement at orientation, a copy will be made available at CPAC. .

The Union will be afforded not less than 15 minutes to address new Employees. This timeframe will be scheduled immediately prior to the lunch break.

Each Employee will receive orientation from their Supervisor within three days of reporting to the work site. The orientation will include information on the supervisory chain and other information specific to the worksite. The Employee and Supervisor will sign the orientation checklist to signify that the information has been provided.

SECTION 15 - SUPPORT OF EMPLOYEE MILITARY OBLIGATIONS

Employees who maintain an active membership in the Reserves/National Guard will have the support of the Employer to the extent practicable. The Employee will provide the Employer with as much advance notice as possible for military (reserve) drills. Employees are required to notify the Employer of any change in Reserve/National Guard status.

SECTION 16 - CLEANUP TIME

Employees will be provided reasonable wash-up time at the end of the normal workday or following work which causes the Employee to become unusually dirty. This provision does not allow Employees to leave the work site prior to the end of the normal work day.

SECTION 17 - CHAIN OF SUPERVISION

The Chain of Supervision for Employees will be designated in writing upon appointment and whenever it (permanently) changes, which will include the alternates for Employees to contact when Supervisors will be absent. Reasonable efforts will be made to notify Employees of temporary changes in supervision. Each Employee has one first line Supervisor (or designee) and will be supervised only by the Supervisory chain. Leads are not Supervisors. This does not exclude emergency response personnel from being directed during exigent circumstances.

SECTION 18 - PARKING

The Employer will continue to provide parking places for Employees reasonably accessible to their work place. At a minimum, handicapped parking will be available according to applicable laws. Should events be scheduled which will preclude Employee parking in the parking area normally designated for their facility, affected Employees will be provided an alternative parking area and transportation as necessary until such time as the original parking lot becomes available. Where outdoor electrical outlets already exist and are available, they may be used by Employees who work evening, overnight, and weekend shifts for block heaters only. These outdoor electrical outlets will not be used to recharge personal electrical vehicles. Management is responsible for safety of parking areas and adjacent walkways to include removal of hazards such as ice and snow.

SECTION 19 - CHILD CARE

The Employer agrees that the Union can recruit people to be Family Child Care (FCC) providers. The Employer will provide child care provider training to eligible persons identified by the Union who apply for such training. The Employer agrees to provide the Union with a current list of FCC providers, with updates, upon request.

Employees may use Child and Youth Services daycare facilities. The Employer will make registration forms available online as well as in hard copy.

If an Employee who uses on post child care is not released from duty in time to pick up his child(ren) prior to closing, he will not be charged late fees but may be charged the normal hourly rate prorated for the amount of time he was late due to mission related circumstances. Upon request, the Employer will provide the Employee with a memorandum verifying mission related circumstances and the time released from the work site. The Employer will strive to ensure release of such Employees prior to closure of the child care facility.

SECTION 20 - LICENSURE

Employees must notify their Supervisor as soon as possible upon knowledge that any licenses affecting their ability to perform assigned duties will be revoked or suspended. Such duties will not be assigned or performed absent the required license.

SECTION 21 - SUPPLIES AND EQUIPMENT

The Employer will provide each Employee supplies and equipment necessary to perform their duties consistent with applicable laws and regulations. This includes all protective clothing and equipment required to safely perform the work. The Employer will promptly exchange issued equipment that becomes damaged or unusable through normal wear and tear, normally within two weeks. The Employee may be held

responsible for the replacement of equipment that is lost or damaged through other than normal fair wear and tear, as provided for in AR 735-5. The Employee will be allowed to purchase replacement of issued supplies through normal Government channels, providing proper authorization is obtained. The Employer will insure that equipment requiring maintenance by other than the Employee is properly maintained by appropriate maintenance personnel. The Employee is responsible for proper use and maintenance of issued individual property.

Authorizations for Employee clothing allowances will be submitted as soon as funding is available, normally within the first two weeks of October, and will be paid in a lump sum for the year. Initial clothing allowances will be submitted within a week of hire for the amount due through the next October that is at least twelve-months from hire.

If the Employer provides the Employee uniforms, Employees will be provided a sufficient number of uniforms to allow for a clean uniform to be worn daily and taking into account laundry turnaround time. Employees will turn in uniforms for laundering at no cost to the Employee. An Employee will not be held accountable for items lost in laundry.

Issue of Equipment:

Two pair of work footwear; one summer and one winter shall be issued to all personnel required to work in warehouses or outdoors, or in other places of work not equivalent to the normal office environment. The Employer will insure improper sized and/or defective footwear is replaced promptly. The Garrison sources of supply for footwear under this provision are the Self Service Supply Center (SSSC), Shoe Mobile, or commercially using a government IMPAC card.

If an Employee is eligible to obtain work footwear under paragraph D(1), then he may elect to purchase and be reimbursed up to a maximum of \$200 for one pair of safety boots per 12 month period. The parties may adjust this amount by mutual agreement. The Supervisor is the approving official for purchase of safety boots. In order to qualify for reimbursement, boots purchased must meet all OSHA safety requirements as determined by the Employee's Supervisor in consultation with the Command Safety Office. To secure reimbursement the Employee must provide a cash receipt or other proof of payment to the Supervisor.

Footwear will be replaced on a fair wear and tear basis.

Excess military issued winter clothing will be issued to those Employees working extended hours under adverse conditions, such as the flight line mission during deployments. Employees may choose to use their own personal equipment so long as it meets the same criteria required for like government issued items.

ARTICLE 5 - APPROPRIATE ARRANGEMENT AND PROCEDURES (AA&P)

SECTION 1

The Employer's policy is to ensure Union views and proposals are fully considered prior to implementing changes in working conditions. It is also the policy that all legal requirements of the Federal Labor Relations Act be met.

The Employer is required to notify the Union before making changes that affect bargaining unit members. The Employer has the responsibility to provide notice even when changes are mandatory or necessary and even when the changes are considered to be an improvement over present conditions. The Employer must negotiate with the Union, and not with individual Employees. C. the Employer acknowledges the importance of obtaining Employee input through the Union prior to making decisions that affect working conditions. The Employer is encouraged to seek input from the Union to jointly develop solutions prior to making a decision and issuing a proposal. Although this process may expedite any required negotiations, it does not negate the Employer's obligation to afford the Union the opportunity to bargain once a decision is made.

When the Employer exercises its statutory rights with regards to Employees, the Employer incurs the responsibility to notify the Union in order to provide it the opportunity to negotiate. The Union has the right to negotiate appropriate arrangements and procedures to offset any hardship on Employees who are affected by the exercise of Employer's Rights under the Statute.

This negotiation of Appropriate Arrangements and Procedures, also referred to as "I&I bargaining," means that while the Union may not normally bargain over whether the Employer will make a certain change that is an exercise of its rights under 5 U. S. C. §7106, it may negotiate over how the change will affect Employees and how it will be implemented.

Notification to the Union should be made as soon as possible after the Employer has reached a decision that will trigger a bargaining obligation. Normally the Union will provide its initial proposals to the Employer within 15 days of receipt of the notification (see section 1H). If the Union believes that the proposal does not contain all of the information required under Section 1H, it will notify the Employer and the LRO within five days of receiving the proposal. An extension will be granted to the Union equivalent to the number of days delayed by lack of information. If proposals cannot be provided within 15 days, the Union will contact the Employer, provide status, and an anticipated date that proposals will be forwarded. If the Union has not responded to management within 15 days, the Employer is free to implement the decision.

Notice to the Union may either be handed to a Union officer or e-mailed to the Union email account, and a copy furnished to the LRO. Email is normally the preferred method. It is essential to have some proof that the matter was actually received by the Union. A follow-up call may be appropriate to ensure receipt. Notices to the Union will include, at a minimum, the following information:

- Describe the proposed change and how it will affect members of the bargaining unit.
- Include floor plans where appropriate;
- State the operational need for the proposed change;
- Include a proposed effective date for implementation;
- List all affected bargaining unit members with a work phone number,

e-mail address, and duty locations;

Give a POC who is able to provide additional information regarding the proposal, and who is able to enter into an agreement with the Union; and

Include any additional information you believe is pertinent.

SECTION 2

Nothing in this article is intended as a waiver of either party's rights under the Statute.

SECTION 3

Employer's questions and requests for assistance should be directed to the servicing CPAC specialist or the LRO.

SECTION 4

The Union may request additional information relevant to the proposed change.

ARTICLE 6 – OFFICIAL TIME

SECTION 1

Meetings between the Union and the Employer normally will take place during the time official time may be authorized. This is not meant to preclude meeting at other hours as mutually agreed upon.

SECTION 2

In the interests of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of labor organizations such as membership meetings, solicitation of membership, collection of dues, campaigning for labor organizations offices, and distribution of non-representational literature will be conducted outside of regular working hours or in a non-duty status; and none of the above activities will be done at Employee work stations. Literature may be distributed to Employees in break rooms or handed out in break areas.

SECTION 3

The Union agrees to provide to the Labor Relations Officer (LRO) a copy of literature (other than membership benefit information) distributed/handed out in mass distribution to Employees on Fort Drum.

SECTION 4

The Union will provide the Employer the names of officers and stewards. The Union will notify the LRO of any changes, and the appointed individual will be authorized to request official time beginning on the date agreed upon by the LRO and the Union, which will not be more than three (3) days after notification. This is to ensure coordination with appropriate Supervisors for authorizing official time.

SECTION 5

The Union agrees that Union officials will request permission from their immediate Supervisor when they wish to leave their assigned duties for the purpose of performing

representational duties. The Supervisor's permission will be granted except when mission exigencies preclude such release. When permission is not granted when requested, it will be granted at a later time. If the Union representative needs to visit a work site, the Union will coordinate with the Supervisor of that worksite. Union agrees that its officers and stewards will guard against the use of excessive time in performing representational duties. The Employer agrees that representational deadlines will be automatically extended to make up for postponement of official time. The Union will notify the LRO to affect the extension.

SECTION 6

The Employer and the Union agree that non-Employee Union representatives (National Representatives, etc.) may assist the Union Officers and Employees in carrying out the Union's responsibility for representing bargaining unit Employees. Notice of National Union representatives attending meetings with Employer officials will be made at least one duty day (24 hours) in advance to the LRO or the Employer official attending the meeting.

SECTION 7

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

President – 100%

The Employer agrees to grant the local President a block of 2384 hours to distribute for use in representational matters by local officers and stewards, as he deems appropriate. This bank of hours may not be used in such a way as to create an additional FTE. B. The Union agrees to send a representative, normally the President, to command level meetings/briefings when requested (e.g. Garrison Staff Call or Executive Council).

When a Union official represents the President in his absence, this will be considered part of the President's official time.

Union officials may schedule regular and recurring official time in addition to time requested on an as needed basis.

The parties further agree that official time necessary for any future A-76 study or process will be additional to the banks of time defined in a. (the parties will meet and bargain this time as necessary).

The Employer agrees to grant a block of official time to Union officers and stewards if otherwise in a duty status, to attend labor relations training determined to be of mutual benefit to the Employer and the Union. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievances and information related to Federal personnel/labor relations laws, regulations, and procedures. A block of 320 hours will be authorized annually (contract year) for labor relations training on or off the installation in addition to the initial training. The Union

President will submit a request normally at least 20 days in advance. Time for the Union President to attend such training will not be charged to this bank. If training requirements exceed 320 hours, the Union may draw from bank hours, as described in Section 7.A.2, to accomplish the training.

If a Union officer or steward is sent to any training by the Employer, the Union officer/steward may act as the Union representative without charge to the bank of time. The representative may obtain two sets of course materials, one for the use of the Union.

Following each pay period, the President will submit a report (e-mail) to the LRO showing all official time used, by name, during that period. The Union President's time keeper will be in the CPAC.

If representational need is such that the block of time in Section 7.A.2 will be exhausted prior to the end of the contract year, the Union will notify the Employer and the parties will negotiate additional time for the remainder of the year.

ARTICLE 7 – USE OF OFFICIAL FACILITIES

SECTION 1

The Employer agrees to provide a building to the Union. This building will not be used for a regional Union office. All building repair and maintenance costs for fair wear and tear will be incurred by the Employer. Should the building become uneconomically feasible to repair or closed because of mission requirements, the Employer agrees to furnish a similar facility. Cleaning of the facility will be included in the custodial contract and will take place during normal duty hours when a Union representative is present. The Employer will contract for rugs shampooed and floors waxed twice annually upon request of the Union. The Employer will consider a request from the Union for a change of facilities.

The provisions in 1A above do not preclude requests by the Union for use of other installation facilities. These requests will be considered for approval on the same basis as a request from any other customer of the facility.

SECTION 2

The Employer agrees that the Union can hand receipt for furniture and equipment to furnish the building/office space provided by the Employer.

SECTION 3

The Employer will allow the Union to utilize the post mail distribution system for correspondence related to representational actions. A mail distribution box will be maintained for Local 400 at the installation mail distribution site. Post distribution personnel will pick up and deliver mail to the Union if available.

SECTION 4

The Employer agrees to provide the Union with bulletin board space of not less than

2' by 2' on official bulletin boards. Only representatives of the Union will post items to or remove them from the Union's designation space.

SECTION 5

Officers and stewards will be allowed reasonable time to copy documents pertaining to representational matters.

SECTION 6

The Employer agrees to provide a minimum of three on-post telephone lines to the building/office space provided to the Union, with one designated for on-post fax. Management may identify any concerns of phone usage to the Union.

Union officers and stewards may use available office equipment (i.e., telephones, copiers, computers, etc.) within their work areas to communicate with bargaining unit members, employer officials and other agencies/individuals for representational matters.

SECTION 7

At such time as the Union deems it appropriate to purchase computers, copiers, etc., the Employer agrees to work with the Union to make the necessary modification in the Union building to accommodate these items.

SECTION 8

The Employer agrees to provide two computers to the Union along with two email accounts and intranet capability to be used to communicate with the Employer and members of the bargaining unit on representational matters. The Employer will ensure the Union's officers and stewards are afforded access to the AFGE organizational account promptly upon appointment. In addition, a laptop computer will be provided with VPN access. The Employer (NEC) will provide information Management Officer (IMO) support (e.g., virus protection, trouble shooting, security) to ensure the government computers are compatible with Fort Drum standards. The Union agrees to adhere to government restrictions on the use of government computers and will be notified of any suspected misuse. The parties understand this not to include "mass mailings" of messages to bargaining unit members, but only to individual bargaining unit members on individual matters.

The Union will be provided secure means of backup for computers on a frequent regular basis. It is understood that access to government computers used by the Union does not constitute a need for nor authorization to access information pertaining to representational actions. If during the life of the contract it becomes no longer possible to provide this service, the Employer will inform the Union as soon as possible in advance to allow for alternate arrangements.

The Employer will provide the Union space on the shared portal for communication amongst local representatives and with Employees.

SECTION 9

The Employer will provide roadrunner or equivalent internet and cable service to the Union facility for Union owned computers on a reimbursable basis.

ARTICLE 8 - HOURS OF DUTY

SECTION 1

The basic work week shall be Monday through Friday. Exceptions may occur when mission requirements, e.g. reserve support or deployment support, make it a sound business judgment to temporarily include Saturdays or Sundays as part of the basic work week for certain Employees. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions, e.g. ATC, UCC, etc., which are seven day a week operations.

A meal period will be taken at approximately the mid-point of the duty day. The meal period will be 30 minutes to one hour of uninterrupted free time, or 20 minutes paid "meal in place" when necessary. If the meal period is interrupted to perform work, Employees will be compensated in accordance with applicable laws and regulations. Each Supervisor will approve reasonable requests regarding scheduling and duration of meal periods. A requirement to staff the workplace during the meal period may be a consideration.

The Employer may change work schedules without advance notice when the agency would be seriously handicapped in carrying out its functions or costs would be substantially increased. For changes in schedules due to other reasons, the Employer will normally provide fourteen days advance notice to Employees affected by such change, to the extent possible.

When special events are planned (scheduled in advance) which preclude access to Employee work sites at normal reporting times, Employees will be afforded two weeks' notice and the opportunity to adjust schedules, request leave, or report to an alternate work site. Absent that notice, Employees will not be required to adjust their normal work schedule or be charged leave.

SECTION 2

Employees not on a flex schedule will be provided an established, predictable schedule of their tour of duty which includes set days and hours of work. The Employer will give fourteen calendar days advance notice to Employees when changes in tours of duty are necessary except when emergencies or mission exigencies preclude such lengthy advance notification. In any circumstances, the Employee will be given as much advance notice as possible of a change in tour of duty. Absent exigent circumstance, if the change will be in effect for more than two pay periods, the Union will be notified and afforded its opportunity to negotiate.

SECTION 3

Both parties recognize that the use of Alternate Work Schedules (AWS) can improve productivity and morale and provide greater service to the public. Any choice of an

alternate work schedule will be mutually acceptable to the Supervisor and the Employee. Both parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternate work schedules. Employees shall be permitted to vary their work schedules as follows, subject to supervisory approval.

Flexible Work Schedule. An Employee may establish their arrival time no earlier than 0600 and departure time no later than 1800 provided that the Employee is on duty within the core hours of 0900 to 1500 and they account for the total hours within the scheduled work day. The parties recognize that there are instances where Employees desire to have different core hours. In recognition of this fact, Employees may request of the Supervisor that a variation to the standard core hours be established for their work schedule.

Compressed Work Schedules (CWS) - Examples of CWS available to Employees may be:

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

4-10 Schedule - A compressed schedule which, within a scheduled work week, includes four (4) ten (10) hours days and one (1) non-work day. The Employer shall have the right to limit the number of Employees working on the days specified. The four ten-hour days will normally be consecutive, except where an Employee has requested a Regular Day Off (RDO) other than at the start or end of the workweek.

An organization may otherwise authorize any type of AWS so long as Employees account for 80 hours in a pay period and the other requirements of this article are met. Examples of other types of AWS include, but may not be limited to: flexi tour, gliding schedule, maxi flex schedule, variable day schedule, or variable week schedule. Credit hours will not be allowed.

Employees who are TDY or in training may be required to revert to an 8-hour day for the duration of the TDY or training. Employees who are TDY or in training for less than two full weeks will be afforded the option of changing their schedule or otherwise accounting for 80 hours in the pay period (i.e., by taking leave or reporting to work for the time each duty day that extends beyond the training).

Employees will not normally change their AWS more often than semi-annually unless mutually agreed upon by the Employee and the Employer. By mutual agreement, normally in advance, between an Employee and his Supervisor, the scheduled day off can be changed within a pay period.

When a Supervisor denies a request for AWS he will notify the Employee in writing, notification will clearly establish why the requested schedule is not appropriate for the mission, to include any specific reason(s) that the schedule has had or can reasonably be expected to cause negative impact on mission accomplishment.

When a Supervisor proposes to terminate an Employee's participation in an AWS, he will notify the Employee and Union, in writing, and the Union will be afforded its opportunity to negotiate pursuant to Article 5. Notification will clearly establish why the current schedule is not appropriate for the mission, to include any specific reason(s) that the schedule has had or can reasonably be expected to cause negative impact on mission accomplishment.

SECTION 4 - PREMIUM PAY

Premium pay will be paid in accordance with applicable laws and regulations.

SECTION 5 - BREAKS

Reasonable breaks will be allowed, not to exceed 15 minutes per 4-hour work period. This will not be in addition to smoke breaks. Breaks cannot be accumulated, taken in conjunction with meal periods, or used at the end of the duty day.

SECTION 6 - EXTENDED TOUR OF DUTY

If an Employee is assigned a schedule with less than eight hours between tours of duty, the Employer will make every effort to adjust work schedules to accommodate the Employee. Employee safety and mission needs will be considered when scheduling work if there is less than eight hours between tours of duty.

SECTION 7 - ON-CALL and STANDBY

The Employer will give fourteen calendar days notice when assigning on-call or standby duties except when emergencies or mission exigencies preclude such lengthy advance notification. Employees will be allowed to swap assignments with approval by the Supervisor. If requested by the Employee and if available, Employees required to be on call or in a standby status will be provided a government phone for this purpose. The Employer may excuse an Employee from on-call or standby assignment if the Employee requests it due to personal hardship.

ARTICLE 9 - OVERTIME AND COMPENSATORY TIME

SECTION 1

Overtime hours will be compensated at the appropriate rates in accordance with applicable laws and federal regulations.

SECTION 2

The Employer reserves the right to assign overtime work. Employees are required to work overtime unless excused by the Supervisor. Overtime assignments will be distributed equitably and rotated among Employees qualified and available to accomplish the overtime work required. It is recognized that certain factors may cause imbalances in the equitable distribution of overtime. When assigning overtime, the Employer agrees to consider but not be limited to the following factors:

Leave;

Continuity of jobs of short duration;

Special project requirements;

Employee qualification, such as security clearances, etc;

Familiarity of Employee with work to be accomplished;

Personal hardship;

Seniority.

SECTION 3

Employees assigned to overtime work will be given as much advance notice as possible. To the extent possible they will be given at least 2 days' notice in order to permit them to readjust personal commitments. In cases of unscheduled or unforeseen overtime requirements, it is recognized that little advance notice may be possible because of mission requirements. The Employer agrees not to assign overtime as a reward or punishment, and to relieve an Employee, upon request, from an overtime assignment if another acceptable Employee is available and willing to work. It is recognized that the Employer has the right to determine which Employees are acceptable for an overtime assignment. Employer agrees to consider only work related criteria in making this determination. Employees will not be penalized for requesting to be excused from overtime. Any hours of overtime declined will be considered as worked, for the purpose of determining the equity of overtime distribution.

SECTION 4

To the extent that modifications in work schedules do not interfere with the efficient accomplishment of an Employer's mission, an Employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative work hours so that the Employee can meet the religious obligation. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay).

SECTION 5

Irregular or occasional overtime work which has been officially ordered and performed by the Employee on a day when work was not scheduled for the Employee, or which the Employee is required to return to his/her place of employment, is deemed at least two hours in duration for the purpose of premium pay, either in money or compensatory time as applicable, regardless of whether the Employee is required to work the full two hours. This is referred to as "call back overtime."

SECTION 6

A. Employees will be compensated for work performed outside the duty day. If an Employee is contacted and performs work, he will be compensated for at least ¼ hour and then in increments of ¼ hour rounded to the closest ¼ hour. This provision is meant to apply to responses to telephone inquiries Employees receive at home. B. Any Employee who works overtime which is either directed or suffered and permitted will be

compensated in accordance with the Code of Federal Regulations (CFR) and Fair Labor Standards Act (FLSA). FLSA exempt Employees under the General Schedule paid at the rate of GS-10/Step 10, and below, receive overtime compensation or compensatory time off by choice. Those paid at the rate that exceeds the rate of GS- 10/Step 10 may receive overtime compensation or compensatory time off; however, management makes the determination. Employees who are non-exempt under the FLSA must receive overtime pay unless they request compensatory time off in lieu of payment.

The Employer, subject to mission needs, may excuse an employee from overtime if the employee has a justifiable emergency or unavoidable personal situation.

Volunteers can be solicited to work compensatory time when overtime is not available due to budgetary constraints. Individuals will be solicited in accordance with normal overtime distribution procedures.

The Employer will strive to overcome the need for mandatory or prolonged recurrent overtime. It is recognized that mandatory overtime and prolonged regular overtime can be detrimental to Employee wellbeing and overall mission support.

ARTICLE 10 - DUES WITHHOLDING

SECTION 1 - ELIGIBILITY

Any bargaining unit Employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the Employee ceases to be a member in good standing of AFGE or submits a timely revocation form under the procedures of this Article. The Employer is responsible for promptly stopping dues deductions for individuals who leave the bargaining unit.

SECTION 2 - UNION RESPONSIBILITIES

The Union agrees to:

Inform the Employer, in writing, of the following:

The dues amount(s) and changes in the dues amounts;

The names of the local union officials responsible for certifying on each Employee's authorization form the amount of dues to be withheld, and for certifying to the Employer changes in allotments; and

The name and address of the payee to whom the remittance checks should be sent.

Promptly forward completed and certified SF 1187s to the Civilian Personnel Advisory Center, Labor Relations Officer.

At the time the Union receives an executed SF 1187, advise Employees that dues withholding may only be voluntarily revoked on an anniversary date of the commencement of the dues withholding.

SECTION 3 - EMPLOYER RESPONSIBILITIES

It is the responsibility of the Employer to:

Process voluntary allotments of dues in accordance with this article and in the amounts certified by the Union (all payroll deductions and transmittals will be made at no cost to the Union);

Withhold Employee dues on a bi-weekly basis;

Transmit remittance checks to the local allottees designated by the Union in accordance with this article, as expeditiously as possible at the end of each pay period, together with a listing of names and amounts withheld. The list will also include the names of those Employees for whom allotments have been permanently or temporarily stopped. If the Union requires information concerning the reason allotments were stopped, it may contact the payroll Customer Service Representative (CSR) and will receive a prompt response.

The Employer will make every reasonable effort to notify the Union of departure of Employees from the bargaining unit in advance or, when advance notice is not possible, as soon as possible thereafter.

SECTION 4 - PROCEDURES FOR WITHHOLDING

Bargaining unit members wishing to have dues withheld by payroll deduction will submit their completed SF 1187's to the Union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the Civilian Personnel Advisory Center, Labor Relations Officer (LRO), for processing. The LRO will verify that the Employee is a member of the recognized bargaining unit and forward the SF 1187 to the Customer Service Representative (CSR). Dues withholding will become effective at the beginning of the next pay period if received by the LRO at least five workdays prior to the beginning of that pay period.

Questions concerning whether an Employee is in the recognized bargaining unit will be resolved solely through consultations between the Employer and local union officials and/or through a unit clarification petition. In the event a clarification petition is filed, dues will not be withheld until the decision on the petition is final. The anniversary date for these individuals will be the date that withholding actually first occurs.

SECTION 5 - CHANGES IN DUES AMOUNTS

Any time there is a change in dues structure, the Union will notify the LRO of the new dues amounts. The new amounts will be deducted starting the first pay period following receipt by the LRO so long as it is received more than three work days prior to the beginning of the pay period. The notice must be signed by one of the Union officials designated to certify dues withholding forms.

SECTION 6 - REVOCATION

Employees may revoke their dues withholding only once a year, on the anniversary date of the commencement of their original allotment (which is the last day in the pay period

in which the servicing payroll office began withholding dues from the Employee's pay). Employees may revoke their dues withholding by submitting a SF 1188 to an officer of the Union within 60 calendar days prior to the Employee's anniversary date, but no later than the anniversary date. The Union will verify the Employee's anniversary date, write the anniversary date on the top of the SF 1188, initial it, and promptly turn it in to the CSR. SF 1188's not timely submitted will be returned to the Employee. Dues will be withheld for the pay period in which the anniversary date falls, and then will cease.

ARTICLE 11 – LEAVE AND EXCUSED ABSENCES

SECTION 1 – ANNUAL LEAVE

Family member” and “immediate relative” are defined by the Office of Personnel Management.

Employees shall accrue annual leave in accordance with applicable laws and regulations. The Employer and the Union agree that the Employee should attempt to schedule annual leave so as to avoid leave forfeiture. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave, if requested by the Employee and approved by the Employer. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of the year, unless specifically authorized by law or regulation. Annual leave will be calculated in no less than 15 minute increments.

OPM-71 will be used to document annual leave requests and approvals. Employees will request leave as soon as practicable after their need for leave is known. Supervisors will approve or disapprove Employees' requests for leave as soon as practicable after the request. When unscheduled annual leave (call in) is requested, the Employee will call the Supervisor or his designee.

Employees shall submit a tentative request for annual leave on/or before the first (1st) of February each year. In scheduling leave, due consideration will be given to the Employee's wishes, consistent with workload requirements. Cancellation of scheduled “use or lose” leave will be based on installation exigency. The Garrison Commander or tenant activity commander will determine if the installation mission will suffer should the Employee be on leave. Cancellation of scheduled leave or refusal to schedule “use or lose” leave serve as reason for leave restoration, provided the “use or lose” leave was scheduled before the start of the third bi-weekly pay period prior to the end of the leave year as required by government-wide regulation. The Employer will not unreasonably decline to schedule “use or lose” leave requested reasonably in advance of the three (3) pay period timeframe. It is incumbent upon both Employees to request and Supervisors to schedule all “use or lose” leave before the start of the third pay period prior to the end of the leave year. Supervisors will explain the necessity for cancellation of any leave which has been previously approved.

Requests for unscheduled leave in excess of five (5) working days will be submitted with as much advance notice as possible and the Supervisor will act upon such requests in a timely manner, normally within two (2) working days.

When there is a conflict in annual leave requests which cannot be resolved through discussion, such conflict will be resolved on the basis of the following considerations, which are listed in priority order:

Date of submission of requests for annual leave.

Seniority based on service comp date for leave purposes.

Prior leave granted for a particular day or time frame (e.g. day after Thanksgiving and Christmas week).

It is understood that seniority may not be used again in future years for use of annual leave on the same day or time frame until all other unit Employees have had an opportunity to utilize leave for the particular time frame.

SECTION 2 – ACTIVITY CLOSINGS

The Union recognizes that on certain occasions, particularly around holidays, the Employer may desire to close a particular activity or directorate. At those times, the parties will consult and, if necessary, conduct AA&P on that issue. The Employer and the Union shall work to identify a list of alternate work sites to utilize those Employees that opt not to request leave during those periods of time. The Employer agrees to attempt to accommodate individual concerns of Employees over security, safety, and health. Supervisors who are unable to accommodate an Employee's request shall provide the Employee with written justification.

SECTION 3 – TRAINING HOLIDAYS/DAYS OF NO SCHEDULED ACTIVITIES (DONSAS)

Employees will not be compelled to take personal leave on "training holidays," "days of no scheduled activities (DONSAs)," or "during active closures." Upon request, they may be granted personal leave or leave without pay.

SECTION 4 – LEAVE WITHOUT PAY

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

SECTION 5 – VOTING LEAVE

An Employee eligible to vote and who requests excusal to vote in an election, or a referendum on a civic matter in his community, may be granted excused absence as follows: up to three (3) hours, either at the beginning or the end of their tour of duty, providing the polls are not open at least three (3) hours before or after the Employee's scheduled tour of duty.

SECTION 6 – COURT LEAVE

Any questions concerning entitlements to court leave will be handled by the Civilian Personnel Advisory Center. If a Supervisor considers denying release of an Employee to appear in court, he will first contact the Office of the Staff Judge Advocate.

When an Employee is called to jury duty or summoned under subpoena as a witness in a judicial proceeding to testify in a non-official capacity in a case where the federal, state, or local government is a party, he will be entitled to court leave.

When an Employee is summoned to testify in an official capacity at a judicial proceeding, he will be in an official duty status. Any witness fees and mileage received must be turned in to the appropriate office. For all on-post proceedings, the Employer will notify the Employee as soon as it is advised that the case is on the docket.

When an Employee is summoned under subpoena or is requested to appear on behalf of a private party (to include themselves), the Employee will request annual leave/leave without pay.

An Employee served with a subpoena or summons in A, B, or C of this section, will bring it to the attention of his Supervisor normally within two (2) duty days following the service of the summons or subpoena to allow for scheduling.

Employees summoned to jury duty will be excused from work during the term of jury service, which term is determined from the date stated in the summons on which he is required to report to the court, until he is discharged by the court and will not suffer loss of pay to jury duty.

Normally, within one (1) duty day of receipt, written evidence by the clerk of the court of this attendance at court is required, showing the dates (and hours, if possible) of the service. If an Employee on court leave is excused from court with sufficient time to enable that Employee to return to duty for at least three (3) hours of the scheduled workday, the Employee shall return to duty unless granted appropriate leave by the Employer. Employees will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above. Failure to return to duty, or submit the appropriate written evidence, as provided above, may result in a charge to another form of leave or absence without leave.

SECTION 7 – SICK LEAVE

The Union and the Employer recognize the importance of sick leave and encourage Employees to conserve sick leave so it will be available to them in case of extended illness or injury.

Sick leave, if accrued, may be granted to Employees when they are incapacitated for the performance of duty or reasons of illness, injury, for reasons contained in the Family Medical Leave Act, or other reasons as provided by law or government-wide leave regulations. Employees will request leave for medical, dental, and optical examinations or treatments with as much advance notice as possible.

The Employer recognizes the importance of medical appointments, routine or otherwise, in ensuring Employee wellbeing. Employee sick leave request for these purposes will not be disapproved or cancelled absent mission exigency. The Employer will make every effort to not cancel preapproved leave.

The following procedures will be followed by Employees when requesting unscheduled or emergency sick leave:

When Employees are unable to report to duty because of illness, it is their responsibility to request sick leave. The Employee will personally contact his Supervisor or the Supervisor's designee within two (2) hours after the beginning of the Employee's tour of duty on the day of absence. The Supervisor will make such designations in writing in advance to include proper contact procedures. If the Employee is unable to reach the Supervisor/designee, he should leave a message requesting sick leave. When calling, the Employee will leave a phone number, if other than their home phone number, where he can be contacted. A call from someone other than the Employee is acceptable if the Employee is physically unable to call personally.

When the Employer determines that certain Employees must call in earlier because of the mission requirements of the activity, those Employees shall be notified, in writing, prior to instituting this requirement, and the deadline for calling will be as provided in the notice. The Union will be notified whenever this requirement applies to positions it had not applied to previously and afforded the opportunity to bargain where applicable.

When the Employee calls his Supervisor, he will explain the general nature of the illness and probable duration of the absence. The Employee will notify his Supervisor of any changes in the expected date of return. The Employee is still expected to remain reasonably available for necessary telephone calls, which will be kept to the minimum for mission requirements.

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

A Health Care Provider is:

A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

A person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a state to provide the service in question; or

A Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts.

The Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Employees whose absence exceeds three (3) days, or for a lesser period when the agency determines it is necessary, may be required to furnish a medical certification or other administratively acceptable evidence. An Employee's self-certification as to the reason for his or her absence will normally be accepted as administratively acceptable evidence for absences that do not exceed three (3) days and may also be acceptable, regardless of the duration of the absence.

In individual cases where there is reason to believe an Employee is abusing sick leave, a medical certificate may be required to support all requests for sick leave. In the event that sick leave abuse is suspected, the Employee concerned shall be notified in writing, in advance, that all future sick leave absences will have to be supported by a medical certificate. The written notice will explain the reason why the Employee is suspected of abusing sick leave. The notification will be reviewed on each six (6) month anniversary date of its issuance. The Employer will provide the Employee a notice that the restriction is still in effect after each review. Should the Employer not provide the Employee a notice that the restriction is still in effect within 14 days after the anniversary date, the restriction will expire. While on a restriction, the Employee must provide a medical certificate within fifteen (15) days of returning to duty. Failure to submit such certificates may result in denial of sick leave for the uncertified absences and such other disciplinary action as the facts and circumstances may warrant.

Sick leave abuse may be defined as a pattern of excessive, regular use, such as every Monday or Friday, or after or before holidays on a regular basis, etc. These are just examples and do not represent all patterns that would be considered abuse. Scheduled appointments are not reflective of patterns. Sick leave use, regardless of quantity, does not by itself constitute a pattern of abuse.

When an Employee is absent for five (5) or more consecutive workdays due to illness or injury, exposed to a contagious disease, or is directed by a health care provider, they must be cleared by the Employer's Occupational Health Clinic or the MEDDAC designee before reporting to their work site. Contagious disease means a disease which is ruled as subject to quarantine, or isolation as directed by a health care provider.

All food service, day care, or personnel who come into direct contact with patients must be cleared by the Employer's Occupational Health Clinic or the MEDDAC designee prior to returning to duty regardless of length of illness and will be afforded sufficient duty time to do so.

The Supervisor will ensure that each Employee is provided the appropriate point of contact and phone numbers in writing to meet the requirements of I and J above.

If Occupational Health determines that an Employee is not cleared for duty, the Employee will contact the Supervisor to request leave. Annual or sick leave should be granted if the Employee has a leave balance. If the Employee does not have a leave balance in either category, the Employer will consider advanced leave and/or LWOP on a case by case basis. Employees will not be considered AWOL if Occupational Health does not clear them to return to work. The Employee will contact his Supervisor.

If the Supervisor believes that an Employee who has reported to work is too ill to perform assigned duties, the Supervisor may refer the Employee to Occupational Health, at no charge to personal leave. Occupational Health may recommend to the Supervisor that an Employee with a contagious illness be sent home on leave. Employees without sufficient sick leave may request advance sick leave or leave without pay for this period. If Occupational Health is not open during the Employee's tour of duty, the Employee will be sent to the Urgent Care Clinic. If neither are available, the Employee will be allowed to remain on duty unless the Employee requests leave.

When an Employee makes a request for frequent or extended sick leave because of a medical condition, the Supervisor may require that the Employee submit administratively acceptable documentation in support of the request. The Employee will be provided written guidance about medical documentation requirements.

Advanced annual leave and/or sick leave may be granted in accordance with appropriate rules and regulations. Supervisors will advise Employees of the procedures for applying for leave donations upon Employee request or when an Employee requests advanced sick leave. In general, advanced sick leave is limited to 240 hours. Advanced annual leave is limited to the amount of annual leave expected to be earned in the remainder of the current leave year.

SECTION 8 – HOLIDAYS

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

Employees may be required to work on a holiday. Employees will be compensated for work on holidays in accordance with applicable laws and regulations.

The Employer agrees that all Employees required to work on a holiday will be given as much advance notice as possible and normally not less than 48 hours unless the agency determines it would be seriously handicapped in performing its mission or costs would be substantially increased.

SECTION 9 – EXCUSED ABSENCES

Excused absences are authorized on an individual basis, except where all or part of the installation is not operating due to interruption of normal operations caused by events beyond the control of Employer or Employees.

Illness caused by required vaccinations or immunizations. An Employee absent because of illness resulting from administratively required vaccinations or immunizations will be excused.

Medical Examinations. Those Employees required by the Employer to submit to a medical examination to determine their continued medical fitness for duty will not be charged sick leave or other leave during this examination. If the Employer wishes to require a fitness for duty examination, it will notify the Employee, in writing, to include specific documentation requested, rationale for the request, and specific source of authorization for the request. Excused absence up to one full day will be granted for physical examinations conducted when an Employee is in normal duty status, for enlistment, re-enlistment, or induction into the armed forces when a request is supported by official notice from military authorities, IAW published agency regulations.

Military Leave. Employees will be entitled to military leave in accordance with applicable laws and regulations.

Occasional tardiness. Supervisors have the authority to excuse up to 59 minutes for occasional tardiness. When Employees are late due to circumstances beyond their control, such as unusual or unforeseen delays at the gates, they may not be charged leave.

Emergency rescue or protective work. Employees who are members of chartered emergency rescue squads or volunteer fire companies recognized by civil authorities will be authorized up to 40-hours excused absence during the leave year. Individual excused absences are subject to Supervisory approval. Employees will make their Supervisors aware of the outside activities such as volunteer fire fighting or rescue squad work of they intend to request excused absence. Upon return to duty, squad members will furnish a statement signed by the squad official describing the specific emergency. This statement will support the Employee's time and attendance report.

Blood Donations. Subject to mission requirements, when Employees are released by the Supervisor to donate blood, they may be excused for up to four (4) hours of administrative time during which the Employee would otherwise be in a duty status. The four (4) hours begins when the Employee leaves the work site to donate and may be less if specific mission requirements preclude excusing the Employee for four (4) hours.

SECTION 10

The Employer agrees to comply with the Family Medical Leave Act (FMLA). Employees may request information about FMLA from their Supervisor or CPAC.

SECTION 11 – BEREAVEMENT

In the event of a death in an Employee's immediate Family, an Employee may be granted annual or sick leave, or accrued compensatory time, to handle matters related to death and grieving. If additional time is needed, the Employee may request

advanced leave or an unpaid leave of absence. An Employee may use up to 104 hours (or 13 days) of sick leave per year for sickness or death of an immediate Family member.

When a memorial is held on post during Employee duty hours, Employees may be released to attend without charge to leave, subject to Supervisory approval based on mission requirements.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1

The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, color, race, religion, sex, national origin, genetic information, disability, and reprisal for engaging in EEO protected activity; and to promote the full realization of equal employment opportunity through a continuing affirmative action plan.

"No person shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act (Title VII) (42 U.S.C. §2000E), the Age Discrimination in Employment Act (ADEA) (29 U.S.C. §621), the Equal Pay Act (29 U.S.C. §206d) or the Rehabilitation Act (29 U.S.C. §791) or for participating in any stage of administrative or judicial proceedings under these statutes." 29 C.F.R. §1614.101(b)

SECTION 2

The Employer agrees to process all formal discrimination complaints made by Employees in accordance with 29 C.F.R. Part 1614.

SECTION 3

The Employer recognizes that discussions of EEO complaints are formal discussions when they meet the criteria of 5 USC 7114(a)(2)(A), such as when they involve an Employee and one or more representative of Management discussing settlement of the Employee's complaint. Negotiated settlement agreements that affect Employee working conditions are subject to bargaining with the Union.

SECTION 4

The Employer will consider and act on Employee requests for reasonable accommodation promptly. The Union will be provided with a copy of the Employer's current reasonable accommodation policy. The Employer will consider comments and recommendations the Union may provide. The Union will have 30 days to make these comments and recommendations. In the event the Employer changes its reasonable accommodation policy, it will submit a copy of the proposed policy to the Union for pre-decisional input. The Employer will provide the Union names and contact information for Employees who request reasonable accommodation upon submission of the request to the EEO office. The Union may request copies of the minutes of reasonable accommodation panel meetings pursuant to 5 USC 7114(b).

SECTION 5

The Employer will attempt to inform Employees at least annually by posting on the appropriate webpage, e-mail distribution or hard copy, their right to seek EEO assistance

and related time frames. Employees will not be discouraged or impeded from seeking EEO assistance, and will not suffer adverse consequences for doing so.

SECTION 6

The Employer will provide the Union a copy of the state of the agency report based on its annual MD-715.

SECTION 7

The Union will be provided a copy of the tasking guidance for the annual MD-715 and the opportunity to provide input.

SECTION 8

The Director of EEO or his designee will meet with the designated Union official periodically if requested to do so, and will consider Union requests to meet with his entire advisory staff (Federal Women's Program Coordinator, EEO Counselors, etc.) as needed to discuss EEO problems or programs.

SECTION 9

An Employee, at his option, may file a grievance under the provisions of this Agreement or an EEO complaint under the EEO complaint procedures, but cannot file under both. The Employee is considered to have elected a remedy when he has proceeded to the formal stage of an EEO complaint or submitted a 2nd step grievance under the grievance procedure.

SECTION 10

At any stage in the process of an EEO complaint, the Employee shall have the right to be accompanied, represented and advised by a representative of his choosing. The Employee also has the right to present the complaint without representation. All designations of representation will be conveyed to the Employer in writing. Meetings which meet the criteria of formal discussions under 5 USC 7114(a)(2)(A), remain so in the EEO process. Generally, meetings at the informal stage of EEO are not formal discussions.

SECTION 11

Where the Employee has designated a representative, all correspondence on the complaint from the Employer will be directed to the representative and a copy furnished to the complainant.

SECTION 12

The Union may be a full participant in Special Emphasis Programs (SEP) and will appoint a primary and alternate representative for this purpose. These representatives will be provided the opportunity to attend the Defense Equal Opportunity Management Institute (DEOMI) 40 hour training when offered at Fort Drum. It is agreed that they will serve as representatives pending the training. Official time for the Union's representatives will count against official time banks.

SECTION 13

When mediation is used, the Employer will use properly trained and certified impartial mediators from outside sources such as Federal Mediation and Conciliation Service, the Resolution Center of Jefferson and Lewis Counties, or Department of Defense Investigations and Resolution Division.

ARTICLE 13 - HEALTH AND SAFETY

SECTION 1

The Employer agrees to furnish to Employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm. The parties recognize that certain missions or circumstances may involve inherent risk that can only be minimized. Standards used by the Employer will be consistent with the applicable requirements of 29 U.S.C. 668 et seq. (the Occupational Safety and Health Act of 1970), Executive Orders, laws or regulations which are applicable to the Employer's operations. The Employer will ensure that DD Form 2272, Department of Defense Safety and Occupational Protection Program, is displayed and visible in all Employee work places. Employees are responsible for performing their work in a safe manner and will promptly report to their Supervisor(s) any observed unsafe conditions.

Nothing herein will prevent the Union from initiating additional negotiations to address safety, health, or wellness during the life of this Agreement for issues not covered by this Agreement.

SECTION 2

Safety records will be maintained by the Employer as required by law or government-wide regulation. Safety records will be made available to involved Employees at their request to the extent not prohibited by law.

The Employer agrees to compile and maintain occupational injury and illness records required by law or government-wide regulations and provide copies of those records to the affected Employees upon request to the extent not prohibited by law.

The Employer shall promptly forward to the Union all investigative reports of accidents and imminent danger involving Employees. The report shall conform to the requirements established by applicable regulation (currently 29 CFR 1960.29).

SECTION 3

Employees will notify the appropriate Supervisor of all accidents and injuries as soon as practicable. The on duty injury must be identifiable by the time and place of injury, the specific body part involved, and the specific duty function at the time of the accident. If known, Employees will also provide the names of all witnesses to the accident.

SECTION 4

When a work place inspection is conducted by a safety and/or health inspector, a Union representative shall be invited to participate. That representative shall have the opportunity to accompany the inspector(s) during the physical inspection both to aid the inspection and to allow for such representatives to be better informed of any existing or

potentially unsafe or unhealthful working conditions.

SECTION 5

The Employer hereby agrees to maintain an occupational health program. Medical services will be provided in accordance with applicable laws and regulations. Employees should call 911 to contact the local police department and rescue squad.

SECTION 6 - HAZARDOUS MATERIALS

The Employer will maintain a current list of all hazardous materials in each location and will maintain paper copies of current Material Safety Data Sheets (MSDS) in each workplace where such materials are used or stored.

Employees will be given information and training as appropriate on the safe handling and disposal of each hazardous chemical and material used in the worksite.

When the Employer becomes aware that Employees have been exposed to hazardous chemicals and materials at work, the Employer will inform each affected Employee pursuant to 29 CFR 1910.

When an Employee comes in contact with hazardous chemicals/POL, adequate duty time is appropriate for cleanup.

SECTION 7

When the Employer requires the use of and/or wearing of personal protective equipment (PPE), the specified items shall be furnished to Employees at no cost and shall be used for official purposes only. The Employer will provide Employees with required PPE as determined by safety and/or health professionals in accordance with applicable guidelines. The PPE will be replaced when the existing PPE is deficient as determined by the Supervisor. Disagreements between Employees and Supervisors will be referred to safety and/or health professionals. Employees will use and maintain the PPE provided and submit deficient items as soon as possible after the item becomes deficient to the Supervisor for serviceability evaluation and replacement. If the PPE is lost, damaged, or destroyed other than through fair wear and tear, then the provisions of AR 735-5 apply. All personal PPE purchased by Employees must meet required safety and health standards, conform to the type of PPE required for the job as determined by safety and health professionals, is subject to inspection by the Supervisor and safety and/or health professionals, and must be maintained by the Employee. The Employer also agrees to provide serviceable safety equipment other than PPE as may be required. The Employee will report identified/recognized deficiencies to Employer for appropriate action.

SECTION 8

The Employer agrees to assure the abatement of working conditions which have been determined to be unsafe or unhealthy as soon as possible. If the Employer cannot promptly abate the unsafe or unhealthy condition, the Employer agrees to develop an abatement plan for the unsafe or unhealthy working condition and to inform Employees who are affected by the unsafe or unhealthy condition of the provisions of the plan. The Employer agrees that no Employee will be subject to restraint, interference, coercion, discrimination or reprisal for reporting unsafe or unhealthy working conditions or

for participating in the Employer's occupational safety and health program activities.

The parties encourage Employees to comply with established safety and health standards and work practices, and emphasize the responsibility of every individual to perform their duties with due regard for their safety and that of their co-workers.

SECTION 9 – IMMINENT DANGER

Employees shall report imminent danger situations expeditiously. The Employee has a right to decline to perform his assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious harm coupled with the reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. If the Supervisor believes the condition or corrected condition does not pose an imminent danger, then the Supervisor or Employee may request an inspection by the agency safety office. The Employer may discipline an Employee who knowingly makes a false claim of imminent danger to avoid performing his duties.

If the conditions cannot be immediately corrected, Employees will be assigned work in a safe and healthy area, or will be excused without charge to leave until the condition is corrected.

SECTION 10 - HEAT RELATED INJURIES

The Employer has the responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses and deaths (Fort Drum Regulation 385-9 or successor regulation). The Employer will maintain a log of heat index readings and make it available to the Union upon request. The Employer will ensure that adequate supplies of potable or bottled water are provided to Employees required to work in or out of doors in high heat conditions

SECTION 11

There will be no application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance chemicals during work hours in enclosed spaces occupied by Employees without prior notification to the Union and affected Employees, normally at least 3 days in advance but no later than the day of application.

Whenever insecticides or pesticides are used in large scale, the Union and affected Employees will be notified normally at least 3 days in advance but not later than the day of outdoor application.

Employees with special health needs will be reasonably accommodated in accordance with this Agreement.

SECTION 12

When an Employee makes a written safety suggestion management has the responsibility to act upon it or respond to it in writing within thirty (30) days.

SECTION 13

An Employee suffering an on-the-job injury that results in absence from duty over an extended period of time should contact the Civilian Personnel Advisory Center (CPAC) to obtain information on pay options available under the Federal Employees Compensation Act.

The Civilian Personnel Advisory Center (CPAC) will provide timely assistance on form preparation and proper submission for Workers' Compensation Claims.

SECTION 14

Employees directly affected with afterhours appearances at facilities to answer alarms which were activated (e.g. weapons vaults) will wait for law enforcement support before entering the facility. Employees required to respond during non-duty hours to unlock facilities for fire department officials will not be required nor permitted to enter the facility until such time as the fire department officials have determined that no hazard exists.

SECTION 15 – ERGONOMICS

When requested in writing, the Employer will provide an ergonomic survey of a work area where repetitive tasks are performed to provide recommendations for ergonomic improvements. The requests for and the survey results will be forwarded through the directorate head or activity chief. A copy of the survey results will be provided to the Union, and affected Employees will be provided copies upon request. The Employer agrees to consider and make appropriate adjustments, within available resources, identified by the surveys, and to take into consideration the input of the Employees. If budgetary parameters prevent immediate implementation of these adjustments, an unfinanced requirement will be initiated and appropriate accommodation will be made for the Employee pending execution of the UFR. Ergonomic surveys will be included in the mandatory surveys and inspections. Individual cases of medical need requests, as substantiated by written documentation from a health care provider or the Occupational Health Clinic, will be conducted within thirty (30) days. Nothing in this section is meant to preclude resolution of perceived hardship through other means, such as resolution by the Supervisor upon identification of the problem by Employees.

The Employer will institute an on-going effort to reduce injuries resulting from repetitive movement by:

Making information and training as appropriate available to Employees concerning how to reduce and eliminate the incidence of repetitive movement injuries;

When furnishings are replaced or initially purchased, the Employer will strive to provide appropriate ergonomic furnishings;

Facilitating the reporting of injuries caused by work-related repetitive movement;
The Employer will evaluate the effectiveness of Directorate level efforts;

Consulting with Employees to identify jobs with high potential for injury.

SECTION 16 VISION TESTS

Upon request from the Employee, the Employer will provide an annual visual acuity screening for Employees who work at a video display terminal (VDT) 20 or more hours a week.

SECTION 17

Employees will not be subjected to medical examinations and testing except as authorized by law and regulation.

SECTION 18

An Employee who has a complaint concerning unsafe or unhealthy working conditions may file a grievance IAW the negotiated grievance procedures.

SECTION 19

It is agreed that Supervisors will initiate continuation of pay (COP) memorandum and forward the original to Fort Drum CPAC or the tenant POC in a timely manner.

SECTION 20 - PERSONAL SECURITY

The Employer shall provide adequate security to all Employees. The Employer will make every effort to provide Employees a secure space in their office areas for storing personal property. If Employees do not have office areas, the Employer will meet with the Union upon request to negotiate provisions for the storage of personal property on a case-by-case basis.

SECTION 21 - WORKPLACE VIOLENCE

Employees faced with physically threatening or abusive situations will receive appropriate assistance from the Employer:

Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to Employees. Although it is the Employer's obligation to provide a safe and secure working environment, the Employer, the Union, and Employees agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur.

There will be no restraint, interference, coercion, discrimination, or reprisal directed against any Employee for filing a report of a violence in the workplace violation.

When the Employer becomes aware that an Employee, as a result of the performance of official duties, has been subjected to threats, harassment, or other conduct leading to a reasonable fear on the part of the Employee for the safety of the Employee and/or his family, the Employer shall promptly discuss the matter with the Employee to determine appropriate action. D. The Employer shall inform the Union of all reported incidents, in accordance with the Joint Statement On Workplace Threats and Violence or respective tenant policies and the applicable Fort Drum Regulation, that involve or affect Employees to the Union, subject to the rights of alleged victims and perpetrators.

SECTION 22 - EMERGENCY PREPAREDNESS

The Employer recognizes that the emergency plan will provide the same level of protection to Employees with special needs as all other Employees by addressing the concerns of Employees who may need assistance during an emergency.

A. The Employer shall make reasonable efforts to encourage Employees to volunteer and, subject to funds availability, provide training in the administration of cardio-pulmonary resuscitation (CPR) and/or Automatic Electrical Defibrillation (AED) devices. The Employer will provide CPR shields to the Employees who volunteer to take the training. B. When it is necessary to assist an Employee to return home or to a medical facility because of illness or incapacitation, the Employer will arrange for transportation.

All Employees will have access to a basic first aid kit.

The Employer shall ensure that there is an emergency notification process that allows immediate notification of Employees of emergency situations.

SECTION 23

The parties will review of the level of telework usage within the Employer to determine if telework arrangements can be used to enhance the functioning of the Employer during certain emergencies.

SECTION 24 - INDOOR AIR QUALITY

The Employer shall ensure indoor air quality by conforming to Federal laws, guidelines, regulations, and/or policies. On-site investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is formally brought to the Employer's attention. If the Employer becomes aware of a problem with the ventilation system, the Employer will take appropriate action.

Appropriate measures are taken to minimize and/or eliminate the impact of contamination from outside sources such as garages, cooling towers, building exhausts, etc. Where the levels of such contaminants become health threatening, management will either seek to relocate or evacuate the facility.

The indoor temperature in offices shall not fall below 65⁰ F and in hot weather adequate ventilation and air conditioning will be provided.

When the Employer becomes aware of mold issues inside Employer facilities, appropriate action will be taken.

SECTION 25 - RENOVATION & CONSTRUCTION

In addition to the provisions of Article 5, the Employer shall consider the following to minimize impact on Employees when possible:

Isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction;

Perform this work during evenings and weekends; and

Ensure adequate ventilation during and after completion of work.

SECTION 26 - WELLNESS PROGRAM

The Employers objective for this line of effort are: To ensure Civilian Employees are being cared for, and our programs and services enhance community life, foster readiness, promote mental and physical fitness, and deliver a quality working and living environment. Employee wellness and the investment in programs to maintain Employee health, contribute directly to sustained productivity and reduction of lost Employee time due to illness. Therefore, the Employer will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, and exercise. Employees, based on local demand and capacity will be afforded use of Employer physical fitness facilities.

To advance the goal of a healthy workforce, the Parties will maintain a committee on workforce wellness. The Committee will survey the health and fitness resources currently available to Employees, survey Employees on their preferences, design additional health and fitness offerings to Employees, and design and implement a marketing strategy to Employees to publicize health and fitness resources and events.

ARTICLE 14 - HAZARDOUS DUTY PAY

SECTION 1

The Employer shall maintain the objective of eliminating or reducing to the lowest possible level existing work safety hazards. When the Employer's actions do not overcome certain hazards, hazardous duty pay shall be paid in accordance with applicable laws. More information can be obtained at www.opm.gov.

SECTION 2

If during a work assignment an Employee believes he has been assigned work that meets the requirements for hazardous duty pay and the hazard has been recognized by the appropriate authority, the Employee should call the matter to the Supervisor's attention. The Employer will consider the matter promptly and, when a determination has been made, will advise the Employee whether hazardous duty pay is authorized. If it is not authorized, the Supervisor will inform the Employee in writing, citing specific authority for the determination.

ARTICLE 15 - LIGHT DUTY

SECTION 1

When an Employee's Health Care Provider recommends light duty following an on or off the job injury, the Employee will provide adequate medical documentation to the Supervisor. Normally, adequate medical documentation includes identification and expected duration of any restrictions relevant to job duties. If the Employer determines that additional information is needed in a specific case, it will tell the Employee what specific information is needed. Upon receipt of medical documentation, the Supervisor will make all reasonable efforts to assign the Employee to light duty within the Employee's section or other work area, and will promptly notify the Employee of the request and its disposition. Changes to working conditions, as a result of light duty

assignments, may trigger bargaining obligations. Supervisors will ensure the Employee clears the Occupational Health Clinic to verify physical limitations. Both parties will insure that they respect the confidentiality of medical information in accordance with applicable laws and regulations.

SECTION 2

Both parties recognize that light duty assignments cannot continue indefinitely. In addition, both parties recognize that if an Employee is permanently disabled or his medical authority is unable after a reasonable period to determine how long the temporary disability will exist, appropriate action will have to be taken. In the event that the Employer does not have a suitable limited duty or light duty assignment at the Employee's work site, the Employer will make good faith efforts to locate an acceptable assignment at a comparable grade of pay. If the Employee is not offered light duty, confirmation will be given to the Employee in writing by his Supervisor after verifying with CPAC that all light duty opportunities have been explored.

SECTION 3

Both parties recognize that light duty opportunities are limited and people who have suffered on the job injuries or illnesses will receive priority consideration. This being said, all light duty assignments will be administered fairly and equitably.

SECTION 4

The above provisions shall not be interpreted to continue a temporary Employee in his position beyond his NTE date.

ARTICLE 16 - PRINTING AND DISTRIBUTION OF THE AGREEMENT

SECTION 1

The Employer agrees to print at no cost to the Union, sufficient copies for bargaining unit Employees. Initially, the Union will be provided 25 copies and may request additional copies as needed. Distribution of the agreement to bargaining unit members is the responsibility of the Employer. The agreement will be posted on the Fort Drum public website.

SECTION 2

The Union shall have the right to approve the proof copy prior to going to press and shall initial the proof for record purposes.

SECTION 3

For historical purposes, the Employer and the Union shall sign one (1) record copy of the agreement.

SECTION 4

The Union will initially conduct up to six two-hour briefings on the collective bargaining agreement for the purpose of helping the Employees understand the basic terms of the agreement. Employees, at their option, will be permitted to attend one of these

briefings on duty time. Thereafter, the Union will conduct training annually for Employees who have not previously attended.

SECTION 5

Upon request, the Union will be afforded time at work force briefings to address this Agreement. The provisions of this Article are not meant to preclude the Union from meeting with Employees in specific work sections to discuss the Agreement.

ARTICLE 17 - TRAINING

SECTION 1

The Employer will provide Employees with training and development opportunities which will enable the Employees to do their work effectively, to include training on new equipment. Such opportunities will be based on the best interests of the Department of the Army (e.g., budget, staffing, workload). Employees' desires and requests for training will be considered. Training will be assigned taking into account such things as mission requirements, relevancy to position and training needs.

SECTION 2

The Employer and the Union recognize that training of Employees is essential to efficient operations. Therefore, the parties agree to encourage all Employees to take advantage of available and recognized training and educational opportunities identified and offered related to their position. Supervisors will process training requests in a timely manner and keep Employees apprised of status. Employees will be notified in advance of scheduled training dates, times, and locations, except when not possible due to the need to fill standby slots.

SECTION 3

Upon Employees' request, the Employer agrees Employees may enroll in mutually agreed upon job-related web based/correspondence courses. The Employee is authorized access to Supervisor approved training using a government computer. Duty time for completion of courses will be at the discretion of the 1st line Supervisor.

SECTION 4

The Employer will initiate in conjunction with the Employee a training and career development plan for those positions requiring such a plan. Disputes will be grievable.

SECTION 5

Supervisors will consult with each Employee to produce a development plan that identifies the Employee's short and long term professional goals and training needs. The plan will be reduced to writing and updated at the initial, midpoint, and final TAPES counseling. Supervisors are responsible for advising Employees of training and developmental opportunities available to prepare them for upward mobility. Supervisors will strive to provide requested or required training and development opportunities that are included in the Employee plan.

SECTION 6

The Employer agrees to disseminate training opportunities/announcements to Employees through training coordinators and Supervisors. The information will be

transmitted electronically and/or posted to the official bulletin board. The Union will be put on distribution for all training notices.

SECTION 7

Any training for Employees adversely affected by the impact of realignment of work forces or technological change will be provided by the Employer IAW Section 304, Title III of the Civil Service Reform Act of 1978.

SECTION 8

Employees will be provided sufficient duty time to complete mandatory training, as well as access to government computers for online training. Mandatory training will be identified in writing to Employees and the Union on an annual basis.

SECTION 9

Employees should be excused upon request when training contains graphic material or sensitive subjects upon approval by the Supervisor (e.g., suicidal prevention, battle related, human trafficking, etc.).

SECTION 10

Employees will be provided periodic opportunities to apply for the LEADER program. Employees in the LEADER program will be afforded sufficient duty time for training and Developmental Opportunities (DEOs). The Union will be afforded the opportunity to evaluate LEADER applications on the same basis as other raters.

SECTION 11

Training which is related to the Employee's work or mission of the Employer and which is taken by Employees off post may be paid for by the Employer with prior approval and determination that the appropriate funds are available.

ARTICLE 18 - COMMITTEE MEMBERSHIP/UNION PARTICIPATION

SECTION 1

The Union will be included in but not limited to the following as full members:
Garrison Executive Council (at the Commander's discretion);

Special Emphasis Program and Committees;

Organization Partnership Councils;

Safety Committees/Councils involving areas where bargaining unit members work; and

Training Committee.

SECTION 2 - STRATEGIC PLANNING INITIATIVES

Both parties agree that Union involvement in the strategic planning process that affects Employees is beneficial to the successful deployment of these initiatives.

The Union will be provided a copy of the final Army Communities of Excellence (ACOE) submission each FY and the associated IMCOM feedback report to the extent releasable under 5 U.S.C. 7114(b). The Union will be afforded the opportunity to attend any local conference or meeting at which the outcome of the assessment is presented. Any fundamental changes in the administration of the Employee assessment as it relates to ACOE submission will be subject to AA&P.

SECTION 3 - WORKPLACE VIOLENCE COMMITTEE

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

ARTICLE 19 - SUBSTANCE ABUSE/TESTING

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

The Employer and the Union encourage Employees who suspect they may have substance abuse or other personal problems to voluntarily seek assistance and information as early as possible. Employees will not suffer adverse consequences for seeking assistance.

SECTION 7

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

Reasonable suspicion used to justify the testing;

Of the opportunity for the submission of supplemental medical documentation to support the legitimate use of a specific drug;

Of the availability of assessment and referral services available through the Army Substance Abuse Program, Employee Assistance Program Coordinator to which he can voluntarily submit to at any time, including after the test and prior to the return of the results, without reprisal;

The right to Union representation concerning the matter after the test is imposed, subject to limitations imposed by law, rule, or regulations.

SECTION 8

If the Employee is not in a testing designated position (TDP) subject to random drug testing, the Employee may be tested only if there is reasonable suspicion of the Employee being under the influence of a drug or intoxicating substance while in a duty status. A reasonable suspicion test must be conducted in accordance with section 8 above.

SECTION 9

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

SECTION 10

Employees whose tests have been confirmed as positive will be notified in writing of the opportunity to be referred to the Employee Assistance Program services for assessment and referral. If the Employee chooses to participate in the program, the Employee will be subject to unannounced testing only during the period of treatment. After treatment is completed, the Employee will be subject to testing only as otherwise required for his position.

SECTION 11

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

SECTION 12

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

SECTION 13

Upon the Union's request, normally on an annual basis, CPAC will provide the exact number of Employees designated for the testing program and ASAP will confirm that this is the number of personnel in the data base.

ARTICLE 20 - REDUCTION IN FORCE

SECTION 1

This article is intended to establish and describe procedures the Employer will take in the event of a reduction-in-force. It is also intended to establish a balance to protect the interests of Employees while allowing the Employer to exercise its rights and duties in carrying out the mission of the agency.

SECTION 2

The policy, procedures and terminology established in this article are to be interpreted in conformance with 5 USC, 5 CFR, and appropriate implementing regulations.

SECTION 3

Where the Employer is left discretion in choosing a course of action in any matter covered in this article, the action will be a subject of AA&P negotiations.

SECTION 4

For purposes of this agreement Reduction-in-Force (RIF) shall have the following meaning in accordance with 5 CFR 351. RIF means the release of a competing Employee from his competitive level by:

Separation;

Demotion;

Furlough for more than 30 consecutive days, (or more than 22 work days if done on a non-continuous basis). (See also furlough-specific provisions of this Agreement.)

Reassignment requiring displacement when the release is required because of:
Lack of work;
Shortage of funds;
Insufficient personnel ceiling;
Exercise of re-employment rights or restoration rights;
Reclassification of an Employee under circumstances described in 5 CFR 351.201.

SECTION 5

From the time when it becomes apparent that a reduction in force may be necessary, the Employer will keep the Union and Employees informed. The Employer and Union agree to support actions which will mitigate a potential RIF, to share any ideas for such actions, and to implement those ideas that are feasible. If RIF becomes necessary, the Employer agrees to notify the Union of reasons RIF is proposed, approximate number and types of positions affected, proposed effective date of the action, and to provide an opportunity for the Union to negotiate on behalf of the affected Employee(s). As the RIF planning proceeds and more specific information becomes available, the Employer agrees to share RIF information with the Union promptly. The Employer further agrees to provide specific and, if applicable, general RIF notices to the Union concurrent with issuance to Employees.

SECTION 6

All Employees in the RIF area will be provided the opportunity to review data elements from the automated system (MODERN or subsequent) which impact RIF standing/placement and to submit corrections which will be posted prior to the RIF.

SECTION 7

Registers and other records concerned with the reduction in force will be maintained for inspection in the Civilian Personnel Advisory Center or Civilian Personnel Operations Center. Employees and their representatives will be permitted to inspect not only the register for their own competitive level, but also other registers and records which have a bearing on reduction in force actions in their specific case. The Employer shall make available for review a copy of all retention registers affecting Employees simultaneously with the issuance of RIF notices to affected Employees.

SECTION 8

RIF's will be administered in a manner which will affect the necessary reductions in personnel strength with a minimum of disruption to the mission and of dislocation of Employees.

SECTION 9

RIF procedures do not suspend the Employer's authority and responsibility to take other legitimate actions in accordance with law, such as reassignment, change of duty station, or demotion for unacceptable performance.

SECTION 10

Funded vacancies within the competitive area will be used in lieu of RIF, to satisfy Employee's RIF assignment rights, or in lieu of RIF separation.

SECTION 11

Employees who receive notice of separation who are nearly eligible for retirement will be allowed to use accumulated annual leave to cover a maximum of 90 calendar days in order to become eligible for an immediate annuity. This will allow Employees to remain on the employment rolls beyond the date of the RIF if they become retirement eligible before their annual leave runs out.

SECTION 12

If two or more vacant positions are equal in terms of representative rate, the CPAC will determine the position to be offered, considering the medical and physical condition of the Employee and Employee preferences when determining placement suitability.

SECTION 13

Materials submitted to the CPAC for inclusion into an OPF prior to an established date (publicized at least two weeks in advance) will be considered in determining placement rights.

SECTION 14

Prior to a RIF, the CPAC will approach serviced commanders in other competitive areas within the commuting area to request that they consider using their funded vacancies to place affected Employees.

SECTION 15

Qualifications may be waived in offering vacant positions to Employees (except minimum education requirements), when in the opinion of the Civilian Personnel Advisory Center or Commander the Employee has the capacity, adaptability, and special skills needed. Both parties support the goal of maximizing Employee retention by waiving qualifications when appropriate.

SECTION 16

Nothing in this article is intended to waive the Union's existing bargaining rights. The parties agree not to renegotiate existing provisions of this article.

ARTICLE 21 - PERFORMANCE APPRAISALS (TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES))

SECTION 1

The TAPES will be administered in accordance with applicable laws and regulations. The Employer agrees to operate a performance appraisal system that is fair and as objective as possible.

The Employer agrees to utilize the Total Army Performance Evaluation System (TAPES) (AR 690-400) for evaluating all bargaining unit Employees. All GS-8's and below will receive a performance appraisal utilizing the Base System. All GS-9's and above will receive a performance appraisal utilizing the Senior System.

In order to ensure that the TAPES system is effectively utilized, the Employer will make available appropriate training, orientation, and/or assistance for Supervisors, Raters and Employees. Such training, orientation, and/or assistance will be made available to new Supervisors, Raters and Employees within the first three months of assignment. Both parties encourage all personnel to develop their understanding of the system through attending offered training and actively seeking available assistance.

The Employer and the Union may periodically evaluate the effectiveness of the performance appraisal system and recommend improvements as appropriate. At any point should the ability to explore alternate appraisal systems become a possibility, the parties agree to pursue implementation of mutually agreed upon systems.

DEFINITIONS:

“Critical elements” means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an Employee's overall performance is unacceptable. All critical elements to be used for performance appraisals will be directly related to the Employee’s assigned duties, and communicated to the Employee at the beginning of the rating period or whenever elements or expectations change during the rating period. Employee critical elements that are the same as those of other Employees will be applied fairly.

“Performance Standards” means the management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance. Application of Employee performance standards shall be fair and equitable, and consistent with regulatory requirements.

Prior to receiving their performance plans, Employees will be provided an opportunity and encouraged to participate in the establishment of their performance standards. Rating officials will give serious consideration to suggestions made by the Employees and will consider Employee input when determining objectives, responsibilities and standards. Raters will ensure that performance plans are in place within 30 days from the beginning of each rating period:

Senior system Employees are expected to prepare and submit their significant accomplishments near the end of the rating period. Raters will conduct formal performance related discussions at both the beginning and approximate mid-point of each rating period.

In devising and applying Employee performance standards, the Employer will make allowances so as not to rate Employees adversely on work that requires more duty time to perform than is made available.

If circumstances affecting the work situation arise during the performance period, expectations of performance for the remainder of the period should be added, deleted or modified in the performance plan as appropriate. An approved performance plan must be in place for at least 120 days for an Employee to receive a rating. If the Employee’s performance plan is not in place for at least 120 days when the rating would

normally be due, the Supervisor will consult the TAPES regulation to determine the appropriate course of action. H. Raters will make allowances for those factors which are beyond the direct control of the Employee and have caused the Employee not to fulfill a specific performance objective or responsibility. The Ratee will inform the Rater of each circumstance which the Ratee believes prevents the successful accomplishment of standards/responsibilities/objectives due to reasons beyond his control. This will be accomplished as soon as practicable when the situation occurs. The information will be provided in writing and will be initialed and dated by the Rater and Ratee.

SECTION 2 - SENIOR RATING SYSTEM

Employees GS-09 through GS-12 will receive an annual performance rating for the period 1 November - 31 October. All Employees GS-13 and above will receive an annual performance rating for the period 1 July – 30 June. The performance rating will be issued in writing to the Employees within 45 days of the end of the assessment period.

SECTION 3 - BASE RATING SYSTEM

Employees GS-08 and below will have a rating period that ends at the end of the Employee's birth month. The performance rating will be issued in writing to the Employees within 45 days of the end of the assessment period.

SECTION 4 - VALUES

The "values" portion of TAPES is a mechanism for discussion between Supervisor and subordinate of Army personal values and ethics, such as commitment, competence, courage, loyalty, duty and integrity. These personnel values and ethics do not become part of an Employee's summary rating, but are used for discussion purposes only" (Appendix C, Chapter 4302, AR 690-400, emphasis added). Raters will use only the definitions contained in DA Pam 690-400 in preparing comments regarding Employee values. Just remember, the intent of this section is to allow the Supervisor to document only positive aspects of the Ratee's contributions that do not necessarily result in work output.

SECTION 5 - FORCED DISTRIBUTION

Supervisors may not prescribe a distribution of rating levels. Ratees must be rated against written, communicated performance expectations and not ranked among others.

SECTION 6 - COUNSELING

Performance appraisal of an Employee is a continuing process. Face to face counseling is mandatory for all Employees. Informal discussions are a standard part of supervision and should occur throughout the annual assessment period.

Rating officials will give Employees a mid-point counseling session during the rating period and any other times that needs arise. The midpoint counseling session will be conducted during a window defined as the rating period midpoint, plus or minus 30 days. At any time the Employees overall performance falls into the needs improvement

or fails rating category, the Employee will be so informed in writing. C. At the initial and mid-point counseling sessions of the rating period, in which the performance objectives are discussed and the checklist or support form (as applicable) is initialed, an Employee may have a Union representative present if the Employer has more than one management person present. The presence of a Union representative is not required at routine TAPES counselings.

D. During counseling sessions, Ratees will be informed of their level of performance to date by comparison with their documented performance standards and responsibilities/objectives established for their position. When applicable, Ratees will be provided guidance and advice as to how to improve their work productivity. Highlights of discussions pertaining to performance must be recorded on appropriate performance plan and initialed by both Rater and Ratee. Any written input provided by the Ratee will be discussed, initialed by the Rater and Ratee, and attached to the plan. The initialing will constitute neither agreement nor disagreement with the content of that recorded or attached; it will simply indicate that both parties were made aware of the content and did discuss the issues.

SECTION 7 - IMPROVING PERFORMANCE

The Employer agrees to assist Employees in improving performance and to provide them reasonable opportunity to demonstrate acceptable performance. If a performance problem arises, the Employer and Ratee will meet to identify the specific problem to attempt to identify the root cause.

If performance is determined to be the issue, the first steps taken will be corrective in nature and include counseling sessions. One of these counseling sessions will be in writing notifying the Ratee that performance is unacceptable, identifying both the specific deficiency(s) and the documented responsibilities/objectives/standards which the Ratee fails to meet. This document will include guidance on how to raise his performance to an acceptable level. These corrective steps may include constructive assistance, remedial training, and closer supervision, as appropriate. The Employer agrees to use these steps to assist Employees in performance improvement prior to taking other appropriate actions. A Union representative may be present at these counseling sessions if requested by the Employee.

In the event the Ratee continues to perform at an unacceptable level despite steps taken above, the Rater will:

Inform the Ratee, in writing, of continued failure in specific responsibilities, objectives or performance standards prior to issuing a Performance Improvement Plan (PIP). Issue a PIP which clearly states what the Employee must do to improve from "Fails" to "Needs Improvement" for specific responsibilities, objectives or performance standards. The plan will also identify the assistance the Employer will provide, appropriate to the Ratee's situation, which may include but is not limited to formal training, on the job training, counseling and closer supervision. This plan shall also identify what is required to improve from the current level to a Success Level since it is

recognized that the goal is to get all Employees up to a Level of Success. Specific responsibilities, objectives, or performance standards not initially addressed in the PIP will not be added, but may be addressed in a separate PIP.

Not hold the Ratee accountable for work not completed during an excused period of absence.

Inform the Ratee that failure to achieve and sustain an acceptable level of performance may result in denial of within grade increase, reassignment, or reduction in grade or removal.

The primary purpose of the performance improvement period is to help the Employee improve, rather than for the Supervisor to accumulate documentation as the basis for a future performance-related adverse action. Placing the Employee on 100% performance review, by itself, does not equate to appropriate assistance.

At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the Employee's performance has improved to at least the necessary level as defined in the PIP. The rating official will notify the Employee of this determination in writing. F. If, following the performance improvement period, the rating official is unable to make an assessment as to whether the Employee is successfully performing his critical job duties and responsibilities; the rating official will inform the Employee in writing of the determination. In that case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law.

G. After attempting to improve performance through the steps above, the Employer may, at its discretion, propose to the Employee a reduction in grade to the same or different job series or propose removal. If the Employer proposes to reduce in grade or remove the Employee, he is entitled to 30 days advance written notice, representation in the matter, a reasonable reply period, and a written decision.

SECTION 8 - SIGNATURES

The Ratee will be the last to sign the evaluation. The completed evaluation will reach CPAC within 45 days following the close of the rating period. Ratees within the Senior System are encouraged to provide written significant contributions to their Rater promptly within the time frames established.

SECTION 9 – SELF-ASSESSMENTS

The results of Employee self-assessments, such as training needs assessments, will not be used in performance evaluations.

ARTICLE 22 – MERIT PROMOTION & INTERNAL PLACEMENT

SECTION 1

This merit promotion and internal placement system shall regulate the filling of bargaining unit positions by means of fair and equitable procedures.

This system shall be administered by the Employer so as to enable individuals to be evaluated and considered according to their merit and ability.

All positions in the bargaining unit that are filled utilizing competitive promotion procedures shall be filled with available qualified candidates.

SECTION 2 – MERIT SYSTEM PRINCIPLES & PROHIBITED PERSONNEL PRACTICES

The Employer agrees to adhere to the Merit Systems Principles and avoid Prohibited Personnel Practices.

The Merit System Principles are contained in 5 USC 2301(b). The key principles include: Recruit, select, and advance on merit after fair and open competition.

Treat Employees and applicants fairly and equitably.

Provide equal pay for equal work and reward excellent performance.

Maintain high standards of integrity, conduct, and concern for the public interest.

Manage Employees efficiently and effectively.

Retain or separate Employees on the basis of their performance.

Educate and train Employees if it will result in better organizational or individual performance.

Protect Employees from improper political influence.

Protect Employees against reprisal for the lawful disclosure of information in “whistleblower” situations.

Prohibited Personnel Practices are identified at 5 USC 2302(b). The key prohibitions include:

Illegally discriminate for or against any Employee/applicant.

Solicit or consider improper employment recommendations.

Coerce an Employee’s political activity.

Obstruct a person’s right to compete for employment.

Influence any person to withdraw from competition for a position.

Give unauthorized preference or improper advantage.

Employ or promote a relative.

Retaliate against a whistleblower, whether an Employee or applicant.

Retaliate against Employees or applicants for filing an appeal.

Unlawfully discriminate for off duty conduct.

Knowingly violate veterans’ preference requirements.

Violate any law, rule, or regulation which implements or directly concerns the merit principles.

SECTION 3

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

SECTION 4 – DETAILS

A detail is the temporary assignment of an Employee to another position or set of duties, either at the same, higher, or lower grade, or to an unclassified set of duties. Employees on a detail should update their resume in the RESUMIX system to document their detail is necessary to accomplish the mission and to detail. Under normal circumstances, details shall be on a fair and equitable basis, to include those rotated among Employees. Details of 31 calendar days or more will be documented in the Employee's Official Personnel Folder (OPF).

Details of more than 60 days to a higher graded position will be filled using competitive procedures.

SECTION 5 – AREA OF CONSIDERATION

Initial consideration will be given to bargaining unit Employees and other local Army applicants with applications on file prior to the closing date of the vacancy announcement. If the Employer wants to announce the position to all US Citizens, the Union will be notified.

Management has the right to select from any appropriate source; therefore, provision A is the first step in the procedure for filling vacancies utilizing merit promotion procedures and does not preclude management from filling vacancies from outside Fort Drum after any qualified applicants from a Fort Drum activity are identified using provision A.

SECTION 6 – PROCEDURES FOR APPLICATIONS

Consideration under internal merit promotion procedures will normally be via submission of a resume meeting system application requirements. Employees should not wait to submit their resume into the system until a vacancy is announced for which they wish to apply. Announcements will be posted online and generally can be found at USAjobs.gov. Employees can obtain instructions for submitting resumes and applying for a position from the vacancy announcement. Employees are authorized use of government computers for these purposes.

Employees may contact the CPAC if they require additional assistance with the application process or to report apparent problems with the system.

To receive consideration, Employees must follow the specific application procedures listed in the vacancy announcement.

Employees may call the job line at CPAC (772-6500) for information on current vacancies. Vacancy announcements will be distributed through electronic mail and hard copies posted to bulletin boards. Vacancy announcements are also available at CPAC.

SECTION 7

At the start of all pay periods, the Employer will provide the Union with names, position, title, grade, and appointing authority for hiring actions of bargaining unit positions.

Assessment criteria used to evaluate Employee applications must be fair, job-related and applied equitably.

ARTICLE 23 – DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1

No Employee may be disciplined except for such reasons as will promote the efficiency of the federal service as provided in 5 U.S.C. Chapter 75. When an Employee's misconduct, on or off duty, impedes the efficiency of the service, appropriate disciplinary actions may be taken.

The concept of progressive discipline, which is designed primarily to correct and improve Employee conduct, will guide supervisors in making decisions regarding discipline. A common pattern of progressive discipline may include reprimand, suspensions, and removal. Any of these steps of progressive discipline may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

SECTION 2

The Employer agrees that all disciplinary actions shall be handled in an expeditious manner after the Employer has become aware of the alleged misconduct.

If a formal discussion is to be held when a disciplinary action is to be given, the Supervisor will notify the Union prior to the start of the discussion and afford it the right to attend. If no formal discussion is planned, but one develops, the Supervisor will stop the discussion and notify the Union.

The Employer will provide the concerned Employee a copy of the material used to support the action which is furnished to the deciding official at the same time as the written notice. The only exception is the Employee's Official Personal File, which may be reviewed by the Employee or his representative at the Civilian Personnel Advisory Center. Any material not disclosed will not be used by the Employer to support its reasons in the notice. Any new evidence which will amend or create a new allegation or reason for the proposed action will require a new proposed action if such evidence is to be relied upon. This does not prevent the deciding official from gathering additional information to verify or refute information contained in the packet or provided by the Employee.

SECTION 3 – DEFINITIONS

Formal disciplinary actions include written reprimands and suspensions for 14 days or less.

Adverse actions include removal, suspension for more than 14 days, reduction in grade or pay, and furlough for 30 days or less.

Furlough is the placement of an Employee in a temporary non-duty and no pay status for

30 calendar days or less (22 workdays).

Suspension is an action which places an Employee for disciplinary reasons in a non-duty/non-pay temporary status.

Removal is an involuntary separation of an Employee from federal service.

An indefinite suspension is an adverse action that takes an Employee off duty until the completion of some on-going inquiry. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the notice of action which may include the completion of any subsequent administrative action.

SECTION 4

Employees who may be suspended from duty without pay or removed from the federal service under the provisions of 5 U.S.C. Chapter 75 and who are subject to the provisions of that chapter will be given notice of the proposed action. The Employee, at his option, may provide an oral or written reply or both. The Employee may be represented at the reply by a representative of his choice, provided the representative consents to representing the Employee. Grievance or appeal rights of the Employee will be included in the notice of decision. This notice will refer to AFGE Local 400, the Union's building number, the telephone number, and the name of current president.

SECTION 5

Counseling and warnings will be conducted privately and in such a manner as to minimize embarrassment to the Employee. Bargaining unit Employees will be subject to disciplinary or adverse action only for sufficient cause and to promote the efficiency of the service.

SECTION 6

The Employer will administer disciplinary and adverse action procedures and determine appropriate penalties to all Employees in a fair and equitable manner. Normally the deciding official will be at a higher level of management than the proposing official.

Disciplinary and adverse actions will not be based solely on anonymous or unattributed allegations such will be considered unfounded unless otherwise supported.

SECTION 7

Prior to issuing any proposed disciplinary or adverse action, the Employer will conduct fact finding to determine whether such action is warranted. Depending on the circumstances and scope, this fact finding may include the following:

Interviews;

Signed statements;

Supporting documentation and information;

Investigation to reconcile any conflicting information.

Supervisors are reminded that Weingarten Rights may apply during fact-finding investigations (Article 4, Section 4). As a result of a fact finding meeting, the Employer will draft a Memorandum for Record (MFR) and provide a copy to the Employee.

SECTION 8

Supervisors will not compel statements from Employees regarding possible criminal conduct without first coordinating with the Office of the Staff Judge Advocate.

SECTION 9 – SHORT-TERM SUSPENSIONS

An Employee against whom a suspension for 14 days or less is proposed entitled to:

The Employer will provide the Employee with at least 15 days advance written notice. The notice will state the reasons for the proposed disciplinary action, with sufficient detail to enable the Employees to understand the reasons for the actions;

The Employee may respond orally and/or in writing within 10 days from receipt of the notice, and may furnish affidavits and other documentary evidence in support of his response. The Employee will be provided reasonable duty time for reviewing the evidence relied upon to support the proposed action, and for preparing and making a written and/or oral reply. The Employee will normally be granted an extension of the reply period, if the Employee:

Requests such as extension in writing prior to the expiration of the initial response period; and,

Provides demonstrated and valid reasons for requiring such an extension.

When making a response, an Employee is entitled to be represented by a lawyer or other representative. If the Employee is represented by the Union, Employer agrees to furnish a copy of the decision to the Union simultaneously with that provided to the Employee.

After receipt of the written and/or oral response, or the termination of the notice period, whichever comes first, the Employer will issue a written decision to the Employee and to the Union, which shall include a statement of the Employee's right to grieve as provided for in his agreement. Disciplinary and adverse actions will be based on reasons specified in the advance notice.

SECTION 10 – REMOVAL, SUSPENSION FOR MORE THAN 14 DAYS, REDUCTION-IN-GRADE, REDUCTION-IN-PAY, AND FURLOUGH OF 30 DAYS OR LESS

The Employee against whom an adverse action is proposed is entitled to 30 days advanced written notice, stating any and all reasons, specifically and in detail, for the proposed action unless the crime provision is invoked or the circumstances described in 5 C.F.R. 752.404(d)(2) exist.

The Employee may respond orally and/or in writing within 15 days from receipt of

the notice, and may furnish affidavits and other documentary evidence in support of his response. The Employee will normally be granted an extension of the reply period, if the Employee:

Requests such as extension in writing prior to the expiration of the initial response period; and, provides demonstrated and valid reasons for requiring such an extension.

SECTION 11 – MEDICAL CONDITIONS

An Employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 CFR 339.102).

SECTION 12 – EMPLOYER DECISION

In arriving at its written decision on any proposed disciplinary or adverse action, the Employer shall not consider any reasons for action other than those specified in the notice of proposed action. The Employer shall consider any reply that the Employee and/or his representative made to a designated official and any medical documentation furnished, as well as the information gathered in the investigation. It will address how the Employer resolved any factual disputes relevant to the charges. The Employer shall also consider applicable Douglas factors. The decision will address how each of the applicable factors was treated in the deciding official's determination of the imposed penalty. If the imposed penalty is less severe than what was proposed, the decision will also specify why the penalty was mitigated.

SECTION 13 – APPEAL RIGHTS

A decision to take an action may be grieved under the Negotiated Grievance Procedure. Or, the Employee may appeal an adverse action decision to the Merit Systems Protection Board (MSPB). The decision letter will have attached to it the appropriate appeal form, a link to the MSPB's regulations regarding appeals of adverse actions, and a copy of the frequently asked questions. The choice of the appeal forum is irrevocable. An Employee shall be deemed to have exercised his option at such time as the Employee timely initiates an appeal to the MSPB, or timely files a written grievance, whichever occurs first.

SECTION 14

The Employer shall not offer or attempt to persuade Employees to waive their rights in connection with disciplinary and/or adverse actions or to waive their rights to challenge such actions through appropriate procedures such as appeals to the Merit Systems Protection Board, Equal Employment Opportunity Commission, or through the negotiated grievance procedure.

SECTION 15

Prior to offering an Employee a Last Change Agreement, the Union will be notified and given an opportunity to be present at any meeting in which the Employee is offered such an agreement.

ARTICLE 24 – GRIEVANCE PROCEDURE

SECTION 1

The purpose of this Article is to provide for a mutually accepted method for the prompt and equitable settlement of grievances. Grievances, including questions of grievability/arbitrability, shall be resolved exclusively by these negotiated procedures.

SECTION 2

Grievance means a complaint:

By any Employee concerning any matter relating to the employment of the Employee;

By the Union concerning any matter relating to employment of any Employee;

By any Employee, the Union, or the Employer concerning:

The effect of interpretation or a claim of breach of a collective bargaining agreement;

Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulations affecting conditions of employment.

Except that it shall not include a complaint concerning:

Any claimed violation relating to prohibited political activities.

Retirement, life insurance, or health insurance.

A suspension or removal under Section 7532, Title 5 USC.

Any examination, certification, or appointment.

The classification of any position which does not result in the reduction in grade or pay or promotion potential of an Employee.

Matters beyond the control of the Employer, to the Employer.

Termination of probationary Employees (5 USC 3321) and termination of temporary Employees (5 USC 3301, 5 CFR 316.402).

Multiple individual Employee grievances may be consolidated for processing in accordance with Section 4 of this article by mutual agreement between the Employer and the Union.

SECTION 3

When the Union is designated as an Employee's representative on an individual grievance or complaint, a designation of representation memorandum shall be prepared. It will identify the action (specifically or generally), be signed by the Employee and will contain the name and telephone number of the primary Union representative; the name of the Employee; and an affirmative statement by the Employee stating he designates the Union official to be his representative. This is not intended to preclude Union representation of any or all members of the bargaining unit absent a Designation of Representative.

SECTION 4

Any complaint which is not taken up with the Employee's immediate Supervisor within 15 days after the occurrence of the matter, or within 15 days after the last known occurrence of a series of actions which provide the basis for the grievance, or within 15 days after the Employee learns of the matter from which the complaint arose, shall not be presented for consideration at a later date. The deadline for Employees who are incapacitated or who are in a TDY status will be extended the number of days for which they are incapacitated or TDY.

SECTION 5

Grievance Procedure (1st step). In the event of a complaint or grievance from an Employee, the matter shall be first presented orally or in writing (at the Employee's discretion) to the immediate Supervisor by the aggrieved Employee and/or a Union representative, if representation is used. If a Union representative is not used, the Union will be afforded the opportunity to have an observer present. The Supervisor will, after careful consideration of the dissatisfaction, render a decision within 15 calendar days.

Grievance Procedure (2nd step):

If no satisfactory settlement is reached at the first step, within 15 calendar days of the receipt of the decision of the Supervisor, the grievance shall be reduced to writing and presented to the Division Chief, Department Head, or equivalent. When a grievance is elevated to the second step, a "courtesy" copy may be provided to the LRO. The grievance will contain a statement of the action or relief sought and the name of the primary Union representative designated to handle the grievance.

Within 15 calendar days of receiving the grievance, the deciding official will meet with the aggrieved Employee and/or a Union representative (if representation is used), and the immediate Supervisor. If no representation is to be used, the Union will be notified of the time and place of the meeting in advance so it may have an observer present. A memorandum of the discussion will be prepared by management briefly summarizing the grievance, the consideration accorded it, the conclusions reached and the course of action decided upon. The memorandum of decision of the Supervisor will be provided within 15 calendar days of the meeting. This decision will be final unless the Employee or the Union proceeds to the 3rd step within 15 calendar days of the Step 2 decision.

Last step of Grievance Procedure. The 3rd step decision official is the Director or appropriate MEDDAC Deputy. A meeting may be convened if requested by either party to obtain or provide additional relevant information. A written decision will be prepared not later than 15 calendar days after the receipt of the 3rd step grievance unless a meeting is held, in which case the decision shall be prepared within 15 calendar days of the meeting. This decision shall be final unless arbitration is timely invoked by the Union.

If a grievance is brought to the Garrison Commander or a Tenant Activity Head because he is the first or second level Supervisor, then the additional steps in the grievance process will be eliminated, and the written decision will be the final decision.

If a grievance is brought to the Chief or Director because he is the first or second level Supervisor, the remaining step will be decided by the garrison commander, tenant activity head, or his designee.

SECTION 6

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any questions of grievability or arbitrability of a grievance as part of the written answer in the final step of this procedure, if known. If the determination is made after that point, the Agency's decision will be amended. The Union's 30 day time line will begin again at the time of the Agency notifies the Union of its amended decision. This does not preclude either party from raising the issue of grievability/arbitrability in the previous steps. All disputes of grievance, except where the parties agree to hear the grievability/arbitrability issue and the merits issue separately.

SECTION 7

Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by the parties to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and grievances arise occasionally among people in any work situation, the filing of an occasional grievance shall not be construed as reflecting unfavorably on an Employee's good standing, his performance, or his loyalty, or desirability to the organization. Similarly, the occurrence of an occasional grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the organization.

SECTION 8

In the spirit of partnership, it is recognized that the Employer and the Union will hold themselves to similar time frames.

If the affected Employee, after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated.

In Employee grievances initiated by the Union, failure on the part of the Employer to meet any of the time requirements of this procedure will result in the grievance being awarded the reasonably requested remedy, provided it conforms to law. In the event that it is obvious that the Deciding Official is not responsive to the grievance process, the Employer will take immediate and remedial steps to reinforce the intent and spirit of the grievance procedure under Article 24 in its entirety of the current Collective Bargaining Agreement (CBA).

SECTION 9

All grievances of suspensions or removals actions will start at the 3rd step of the grievance procedure. Counseling and letters of reprimand will begin the grievance process at the level above the issuing official.

SECTION 10

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the Employee.

SECTION 11

The parties may mutually agree to waive any of the grievance steps or to extend the timelines at any step. Time limits at any step may be waived by mutual consent.

If the parties fail to settle any grievance at step 3, the matter may be submitted to mediation upon mutual agreement of the Employer and the Union within fifteen (15) calendar days after receipt of the 3rd step decision. The mediator will attempt to help the parties settle the matter in a mutually satisfactory way. Rules of evidence will not apply, and formal examination and reexamination of witnesses will not be used. All participants will be encouraged to ask and offer information as no record of the proceedings will be made. If a settlement is not reached, the mediator will be asked to provide an immediate opinion, based on this collective bargaining agreement, as to how the grievance would be decided by an arbitrator.

Mediators may be from the Federal Mediation and Conciliation Service (FMCS). If no mediator is available from the FMCS, then the matter may be taken directly to arbitration absent mutual agreement to use an alternate mediator.

SECTION 12

In the below listed cases, an Employee may choose either the statutory procedure or the procedure of this agreement, but cannot initiate proceedings under both. The Employee exercises his option on which procedure he will use when he initiates an action in writing. Complaints of discrimination on race, color, religion, sex, national origin, age, marital status, disability, genetics information, or political affiliation; Removal, reduction in grade, suspension for more than 14 days, furlough for 30 days or less.

Disputes arising under a reduction in force must be resolved using this procedure.

SECTION 13

For the purposes of this Article, parties are encouraged to initial and date documents as they are received.

SECTION 14

Grievances arising from alleged violations of the Agreement across Directorate lines and/or tenant activities, or grievances over issues that affect multiple Employees, may be submitted as Union grievances. These will be reduced to writing and submitted to the LRO or tenant activity designee as appropriate by the President of the Union or his designee. The Employer may grieve alleged violations of the Agreement by submitting them to the Union. The Employer and the Union will meet as soon as possible,

normally not later than 15 calendar days from receipt of the grievance, to discuss it. If the grievance is not settled at this meeting, either party may invoke the arbitration procedure in this Agreement. The time limit specified in Section 5 of this Article shall apply to grievances under this section.

SECTION 15

Grievance meetings will be held during the duty hours of the participating Employees and Union representatives. Any scheduling problems will be brought to the attention of the Union President and a solution will be mutually agreed upon by the Union and Employer. If the meeting cannot be arranged for the normal duty hours of the representative assigned by the Union, and the representative is available during what would otherwise be non-duty time, the representative will be authorized to flex their schedule. However, no overtime or compensatory time may be authorized for such participation. Employees not working the same shift as their Supervisors may have their duty hours adjusted to participate in grievance meetings with the Employer. Reasonable duty time for grievance preparation and consultation with the Union is authorized as provided for elsewhere in this Agreement.

ARTICLE 25 - ARBITRATION OF GRIEVANCES

SECTION 1

This article provides for binding Arbitration as provided in the Grievance Article.

SECTION 2

Either party may decide to make a verbatim transcript and/or file briefs.

Arbitration hearings will be held at a suitable location mutually agreed to by the parties.

It shall be the sole discretion of the arbitrator to determine who may testify as witnesses. When requested by the Union, witnesses will be allowed a reasonable amount of duty time to consult with the Union about their testimony.

The arbitrator shall render a written decision not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will take the actions required to initiate the final award within 30 days after it becomes final and binding, except as provided by the Award. However, either party may file exception to the award as allowed by law.

Disputes between the parties over the application or interpretation of the arbitrator's award shall be jointly submitted for clarification. If the arbitrator's clarification agrees with one party's interpretation, the other party will pay 100%. Otherwise each party will pay 50% of the cost of clarification.

If the arbitrator fails to render a decision on arbitrability issues prior to the hearing, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the cases at the same hearing.

The arbitrator shall follow precedents established by the MSPB in considering the award of attorney fees.

The arbitrator award shall be binding on the parties.

SECTION 3

The provisions of this Article may be invoked only by the Union or the Employer.

SECTION 4

The arbitration hearing shall be held during the normal work day hours of the basic work week of Monday through Friday. Employee Union representative(s) (as provided in the official representation article), Employee grievants, and Employee witnesses who are members of the bargaining unit shall be in a pay status without charge to leave while in arbitration. The arbitrator's fees and expenses shall be borne equally by the parties. Transcripts, if kept, which are requested by the Employer, will be provided to both parties at Employer expense. If requested by the Union, transcripts will be paid equally by each party. Each party is responsible for the cost of producing their own non- Employee witnesses.

SECTION 5

Arbitration may be invoked by either the Union or the Employer within 30 days following the receipt of the final decision or expiration of the time limit in the grievance procedure. In cases where mediation is agreed to, arbitration can be invoked within 15 days following conclusion of the mediation process. Arbitration is invoked by serving notice on the other party within the above time limits. The parties then may, within seven days of receiving the notice invoking arbitration, mutually agree on an arbitrator. If the parties cannot agree, the party invoking arbitration will request a list of seven arbitrators from FMCS and comply with the procedural requirements to obtain the list.

SECTION 6

The parties shall normally meet within five work days after receipt of such list to pick the arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven, the party filing the grievance striking first, and this procedure will be repeated until there is only one name left. The remaining name shall be the duly selected arbitrator. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

SECTION 7

An arbitrator award sustaining a grievance will be implemented within 30 days from the receipt of the arbitration decision unless the Employer notifies the Union in writing that it intends to file an exception to the award.

SECTION 8

By statute, an arbitrator, notwithstanding the functus officio doctrine, has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.

The arbitrator's award on the issue of attorney fees will be issued within thirty (30) days of the arbitrator's receipt of the Employer's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the parties.

ARTICLE 26 - POSITION CLASSIFICATION

SECTION 1 - GENERAL

The parties agree to the principle of equal pay for substantially equal work within the bargaining unit. The Employer recognizes that job descriptions that accurately reflect the major duties and responsibilities in a manner adequate for correct classification and effective recruitment are fundamental to this principle. The Employer agrees that the Supervisor will review each Employee's job description regularly (at least annually at the time of the Employee's annual appraisal, or when significant changes are made to duties assigned) for adequacy and accuracy. The Supervisor will promptly consult CPAC regarding any necessary changes.

The Employer will provide training to Employees on job descriptions and the classification process.

SECTION 2

Job descriptions of Employees who are performing identical duties, at the same level of responsibility, with the same degree of supervision under the same Supervisor, and with all other evaluation factors identical will, to the extent practical, be uniform. Each Employee will receive a copy of their job description upon appointment, position change, change in the job description or upon request.

SECTION 3

The Employer agrees to notify the President of the Union when there are going to be any job audits, position reviews, or reclassifications affecting Employees in the bargaining unit. The Employer will consider any input the Union contributes.

SECTION 4

While classification audits or appeals are in process, duties will not be adjusted for the sole purpose of avoiding reclassification of the position.

SECTION 5

The Employer will notify the Union in writing as soon as possible when changes will be made in the duties and responsibilities of positions held by bargaining unit Employees

due to reorganization, or when changes in position classification standards result in classification changes, or for any other reason that changes will be made in position classification standards that could result in classification changes.

SECTION 6

The Employer will consider the Union's oral or written views concerning Employee occupational classification standards when providing input to the Office of Personnel Management and will notify the Union, in like manner, of any action taken. The Union will be provided with Employer input submitted to OPM in connection with any Employee classification standards.

SECTION 7

The Employer will apply newly issued OPM classification and job grading standards as soon as practical within the scope of any implementation guidelines.

SECTION 8 - POSITION DESCRIPTIONS

All Employees are entitled to a complete and accurate position description, which clearly and concisely state the major duties, responsibilities, and supervisory relationships of the position. This will be provided to the Employee at the time of assignment and upon request.

Every effort will be made to ensure that each position description covered by this Agreement is current and accurately described, in writing, and classified to the proper occupational title, series, code, and grade in accordance with OPM and Employer regulations.

Current position descriptions for bargaining unit positions will be made available to the Union through FASCLASS or any successor hosting system.

The phrase 'other duties as assigned' is included in the position description to refer to those duties which are not major duties of the position, but which are performed on an occasional basis. The Employer agrees that employees may routinely be assigned work that does not relate to the major duties of the position; however, continuous assignment of such duties may require amendment to the position description. It is understood that position descriptions serve as no limitation on the right of the Employer to assign duties to employees.

When an Employee believes his position description is not accurate, the Employee should discuss this matter with his Supervisor. During this discussion, the Employee will provide the Supervisor with sufficient information to enable the Supervisor to make such a determination. If an Employee continues to be required to perform duties which are not recorded in his job description, and his Supervisor does not initiate action to have the duties either assigned elsewhere or recorded on the Employee's job description, the Employee may seek resolution through the negotiated grievance procedure.

SECTION 9 - NEW CLASSIFICATION

A promotion resulting from the application of a new classification standard or correction of a classification error will normally be initiated no later than the beginning of the second pay period following an Employer decision to promote the incumbent(s), provided he meets any applicable qualification, performance, or other requirements for the position in question.

SECTION 10 - DOWNGRADES

All downgrades will be directed in accordance with 5 CFR 511 or its successor.

SECTION 11

Employees who have been downgraded as a result of a classification action shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion.

SECTION 12 - CLASSIFICATION APPEALS

The Employer will provide Employees and their designated representatives with copies of procedures for filing classification appeals through the Employer and OPM channels upon request. Employees who do not wish Union representation will be informed by the Employer of Employees' grievance or appeal rights, as appropriate.

ARTICLE 27 - THE ARMY SUGGESTION PROGRAM

SECTION 1

To properly maintain interest and to promote new ideas, it is necessary to have a valid and effective suggestion program. To assure this, the Employer and the Union further agree that all eligible suggestions will be fairly and equitably evaluated and promptly processed to include any associated awards.

SECTION 2

When any eligible suggestion is received, it will be processed and forwarded for evaluation. The evaluator may seek advice from other qualified persons who are familiar with the area in which the suggestion may have application.

SECTION 3

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

SECTION 4

Operating officials, to whom authority to approve or disapprove awards and suggestions has been delegated will ensure adherence to time limits prescribed by regulations.

SECTION 5

The evaluators will decide intangible award amounts fairly based upon the merits of the suggestion.

SECTION 6

For the purpose of better understanding, the Union and Employer agree to publicize the program and award recipients. The Union and Employer encourage Employees to participate in the suggestion program.

ARTICLE 28 – CONTRACTING OUT OR REASSIGNMENT OF BARGAINING UNIT WORK

SECTION 1 – Scope. This Article pertains to:

Privatizing bargaining unit work by A-76 or other means.

Reassignment of bargaining unit work outside the bargaining unit. “Work” in this case includes expansion of work currently or last performed by Employees.

SECTION 2 - CONSULTATION

The Employer agrees to inform the Union regarding proposed action to reassign Employee major duties outside the bargaining unit. This would include, but might not be limited to the study or contracting out of existing functions which have bargaining unit positions, whether under OMB Circular A-76 and direct conversion to contractor performance.

SECTION 3

The Employer agrees to provide to the Union upon written request other information concerning its contracting out activities which is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or Supervisors.

The Employer agrees not to charge the Union for materials obtained through FOIA that are within the Employer’s control when it is within the Employer’s authority to waive such costs.

SECTION 4 – TRAINING

Union representatives will be afforded the opportunity to receive the same training as equivalent management participants for training in regard to contracting out process and procedures, to include the A-76 process.

SECTION 5 – AUGMENTATION/REPLACEMENT OF THE WORKFORCE BY MILITARY PERSONNEL

The Employer will notify the Union and afford it the opportunity for predecisional input regarding the use of military personnel to augment or replace the bargaining unit workforce.

SECTION 6 – COST COMPARISONS

If the Employer conducts a cost comparison, the Employer will provide to the Union, upon request, relevant and pertinent information concerning all cost studies or comparisons affecting Employees.

SECTION 7 – DETERMINATION OF INHERENTLY GOVERNMENTAL FUNCTIONS

Management will follow and adhere to existing government wide policy guidance pertaining to the determination of inherently governmental functions.

SECTION 8 – A-76 STUDIES

In the event that the Employer utilizes A-76 studies, the following provisions are agreed upon.

The Employer will provide to the Union, upon request, relevant and pertinent information concerning all cost studies (for actions covered under Section 1) such as: the invitation for bid, request for quotation or request for proposal; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; all changes to performance work statements; all bidder questions and Employer answer related to the performance work statement. In addition, the Employer agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or Supervisors.

Information which will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will comprise the procurement process.

The Union will be represented by one of its officials (President, Vice President, Chief Steward, Secretary/Treasurer) on the Commercial Activities Working Group. The Employer will afford the Union the opportunity to be represented on all the other committees and steering groups (except the Installation Executive Committee for each study and the Source Selection Committee) involved in the conduct of any portion of an A-76 cost study, subject to the understanding certain committees and steering groups will receive and be bound not to release sensitive procurement information. However, some of the work of the group may be considered internal management deliberations and would not be appropriate for a Union representative to be present. The parties acknowledge the importance of continuity in membership on committees and working groups. The Union representative named to each group will have the opportunity to participate in any "site visit" of bidders of a function undergoing cost study. Participation is defined as present for the duration as observers. Committee recommendations forwarded to and approved by the Executive Committee will remain negotiable at the election of the Union, provided the matter is negotiable under current statute or case law.

Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement, on matters which may adversely affect bargaining unit Employees. Upon mutual agreement, these briefings may include representatives of other unions and other management personnel. Briefings will be held with adversely affected Employees for the purpose of providing

information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

When AR 5-20 Competitive Sourcing Program or a successor regulation is followed during the A-76 process, the following procedures are agreed upon:

Reference AR 5-20, paragraph 2-5. The Employer will share with the Union any published changes to OMB Circular A-76 when known.

Reference paragraph 2.2a(4). The Union will be notified predecisionally and provided the opportunity for input when privatization of activities under this reference occur.

Reference paragraph 2.2f. The Employer will share with the Union of any known changes to the IGCA or FAIR Act inventory.

Reference paragraph 2-5 and 2-6. The Union will be notified predecisionally and provided the opportunity for input when privatization under these references occurs. Reference paragraph 2-0. Unless mutually agreed otherwise, Management will address Employees as well as the Union in these meetings.

Reference paragraph 2-10. Each Employee who potentially has the right of first refusal will be provided this paragraph in writing.

ARTICLE 29 - COMMERCIAL DRIVERS LICENSE (CDL)

SECTION 1

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

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

Current Employees will be provided up to 24 duty hours for training and allowed three (3) months from the date of determination that a CDL is required to obtain the required license and endorsements. New Employees hired will be required to have the appropriate CDL upon entering on duty.

SECTION 2

Loss of license situations will be considered on a case by case basis. If the individual loses the CDL and cannot obtain an occupational CDL, efforts will be made to detail the Employee to another position, consider reassignment to a position that does not require a CDL, or offer a voluntary change to a lower graded position.

SECTION 3

Drug testing of CDL holders will be accomplished in strict compliance with Department of Transportation laws, and other Federal laws designed to protect the interests and rights of the Employee while contributing to the efficiency and effectiveness of the Government.

SECTION 4

It is the intent of the parties to implement CDL legal requirements in order to allow the Employer to accomplish its mission. It is not the intent of the parties to place unnecessary burdens or requirements on any Employee. The Employer agrees to provide appropriate training for current Employees re-designated to a position requiring a CDL. All Employees required to have a CDL will be provided necessary medical evaluations at the Employee's request.

ARTICLE 30 - CUSTODIAL SERVICES

SECTION 1

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

SECTION 2

When the Employer relocates Employees it will ensure that the gaining facility has custodial support equal to that of the prior location. If this is not possible due to legitimate fiscal restraints, service delivery levels, or facility designation, the Union will be afforded its opportunity to bargain as part of the relocation AA&P per Article 5.

ARTICLE 31 – ADVERSE WEATHER CONDITIONS

SECTION 1

During hazardous weather conditions, Supervisors shall give reasonable consideration to Employee requests to excuse tardiness of up to one hour. Employees who desire an excused absence of one hour or more shall make a written request that includes supporting documentation through their supervisory chain to the garrison or tenant commander. This is intended to occur only on infrequent occasions, and the parties recognize that snow covered roads are normal road conditions during the winter months.

SECTION 2

When the garrison commander (or tenant activity commander) determines weather conditions justify curtailing activities during duty hours, Employees who have not been designated weather essential will be notified and released as quickly as possible through their respective activities in accordance with command instructions. It is recognized that certain Employees not designated weather essential may be required prior to release to complete a task they are working on which is directly related to safety, health, or welfare mission (e.g., patient care or emergency utility repair).

SECTION 3

If weather conditions prior to normal duty hours justify curtailing activities or delaying reporting times, sufficient notice will be given local radio and television stations, normally two (2) hours prior to the regular tour of duty. Employees should normally listen to radio or television stations, as designated, to determine if they are required to

report for work during inclement weather or other emergency conditions. Employees working evening, night and/or weekend tours of duty can call their work site or other identified POC to ascertain operational status during adverse weather.

SECTION 4

Supervisors, under the guidance of the commander or the director, will give consideration to granting delay in reporting to weekend or second and third shift personnel as directed by the severity of the weather, availability of personnel to remain on shift, and mission requirements. Normally, an early release on one shift will result in a delay in reporting for the incoming shift.

SECTION 5

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

If the Employee was on duty and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.

If the Employee was on duty and departed on leave before the time set for dismissal, leave is charged only from the time the Employee departed until the time set for dismissal. (Employees should not be permitted to depart before the time set for dismissal without a charge for leave.)

If the Employee was scheduled to report for duty after an initial period of leave and dismissal is given before the Employee can report, leave is charged until the time set for dismissal.

If the Employee was absent on previously approved leave for the entire work shift, the entire absence is charged to appropriate leave (e.g., annual, sick, or leave without pay, as applicable).

(NOTE: Earned compensatory time off may be used, as appropriate, in lieu of leave.)

SECTION 6

It is recognized that emergency conditions may not be uniform in their effect throughout the geographical area, and therefore, Employees may be unable to report to work although Fort Drum operations are not curtailed. A liberal annual leave or leave without pay policy will be utilized to permit Employees to be absent without the necessity for obtaining advance approval or providing detailed justification. Normal time limits for the Employee to notify his Supervisor are suspended. Under these conditions, absences may be charged to annual leave, leave without pay, or the Employee may be excused without charge to leave or loss to pay, depending on individual circumstances. The basic criterion should be whether the Employee made a reasonable effort to get to work. If it is determined that a reasonable effort was made, it would be appropriate to excuse the absence without charge to leave and without loss of pay. Determining factors in this decision include: distance between the Employee's residence and the place of work;

mode of transportation normally used; efforts by the Employee to get to work; and success other Employees similarly situated had in being able to report to work.

SECTION 7

When assigning work, Supervisors will take into consideration environmental conditions, such as extreme heat or cold, and availability of utilities (electricity, heat) required to do the work, and will make appropriate accommodations. If Employees cannot reasonably be accommodated as necessary to perform gainful work, they may be released on administrative leave.

SECTION 8

Those Employees who perform duties which are vital to medical facilities, public safety, national defense or other critical operations may be designated as Weather Essential personnel. These Employees may be required to report for duty despite delay or curtailed activities or to remain at work when directed to do so and may be disciplined if they fail to make reasonable efforts to report for duty. Designations of weather essential Employees will be forwarded to the Union prior to the proposed effective date. Weather essential personnel will be notified by their Supervisor if they do not need to report to work (in the case of a delay) or remain at work (in the case of an early release). Supervisors will consider Employee safety along with missions that must be completed during the potential period of excusal.

SECTION 9

Where the negotiated agreement does not specifically address an issue relative to inclement weather, Fort Drum Regulation 525-27, or successor regulation will prevail.

ARTICLE 32 - TELEWORK

SECTION 1 - GENERAL

The parties jointly recognize the mutual benefits of a flexible workplace program to the Employer and its Employees. Balancing work and family responsibilities, assistance to the elderly or disabled Employees, the need for an uninterrupted work environment, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Employer to accomplish its mission. Applicable law, government-wide rules and regulations and this agreement will govern Employee telework.

Telework is not intended to be a substitute for family care, although it may enhance the quality of family life through savings in commuting time.

Any telework established under this agreement will be a voluntary program which permits Employees to work at home or at other approved sites away from the office for all or a part of the workweek. Use of telework must be consistent with mission accomplishment and customer service.

Where DD form 2946 and the collective bargaining agreement differ, this agreement takes precedence. Item 12 is understood to apply to personnel identified in the Fort Drum Essential Personnel Manual.

SECTION 2 - ELIGIBILITY CRITERIA

All Employees who meet the criteria below are eligible to telework.

The Employee volunteered (or concurred with the Supervisor's offer) to perform work at the ADS.

The Employee has a fully successful rating of record.

The Employee has workspace and utilities at home suitable for performing work.

The Employee is willing to sign and abide by the Telework Agreement.

SECTION 3 - IDENTIFICATION/APPLICATION/APPROVAL

There are two types of telework situations as discussed below:

Regular and Recurring Telework refers to an approved work schedule where eligible Employees work at least one day per pay period at an alternative location. For this type of telework, the Employer will identify positions and Employees that are eligible and will offer telework to those Employees. Employees may elect to accept or decline offers of telework. If an Employee whose position has not been initially identified by the Employer wishes to participate in the telework program, the Employee may submit a request to management to participate in telework.

Ad hoc Telework means occasional, one-time or irregular telework by an Employee at an alternative worksite, typically for a day or block of days, to work on projects or assignments that could be effectively performed away from the traditional worksite, such as a report that requires uninterrupted concentration. This type of telework could also be appropriate to accommodate a medical situation, such as a block of 30 days to recuperate from a foot injury. This provides an ideal arrangement for Employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as drafting a submission, reviewing grant proposals, or preparing a research paper. Such situations may occur throughout the year or be a one-time event. For ad hoc telework the Employee will submit a separate request for each specific assignment to be performed at the ADS. The request will describe the nature of the duties to be performed and the specific day(s) involved. The request will be submitted to the Supervisor for approval. The Supervisor will document approval or denial of the request as soon as possible. Supervisory documentation will be provided prior to the time requested away from the worksite. Employees must make the request to work at the ADS at least one workday in advance; however, this time frame may be waived at the discretion of the Supervisor.

Respective Supervisors will evaluate Employee's participation in Telework by considering such aspects as:

Whether the work can be performed at the proposed site and whether the arrangement would be consistent with the mission of the agency.

Costs of such arrangements.

Employee performance and conduct.
Technology requirements.
Office coverage, access to the customer, team involvement, and access to the Supervisor.

Copies of all Employee signed telework agreements will be provided to the Union.

SECTION 4 - RECALL

Employees who are teleworking must be accessible during normal duty hours. Teleworkers may be required to return to the traditional work site on scheduled telework days based on bona fide operational requirements. Supervisors will provide as much advance notice as possible. A recall is not a termination of the Telework Agreement.

SECTION 5 - TELEWORK PROGRAM AGREEMENT

Prior to Teleworking, Employees will complete a Telework Agreement. An updated Telework Agreement must be provided to the Supervisor if significant changes occur (e.g., change in ADS address/location, change in duties and/or change in official duty station). The Agreement will provide Employees with sufficient information concerning the Telework Program so as to make an informed decision as to whether or not they wish to participate. At a minimum, this information will include:

- Privacy Act/security provision;
- Personal and financial liability;
- Leave and overtime rules;
- Time and attendance requirements (to include specific days of telework);
- Project guidelines and related material; and
- How work will be assigned and evaluated.

Employees will signify that they have volunteered to telework and will adhere to the requirements by signing and dating the Telework Program Agreement.

When an Employee changes position (through reassignment, promotion or change to lower grade), the Telework Agreement will cease. The Employee may reapply and be considered for telework in the new position consistent with this agreement.

SECTION 6 - EQUIPMENT

Supervisors may determine the range of equipment required by a teleworker. The source of this equipment and responsibility for its installation, services, and maintenance are subject to the following:

Providing and/or installing Government-furnished equipment, including separate phone lines at alternate worksites is at the discretion of the Supervisor, and Supervisors will provide the necessary equipment within regulatory and budgetary constraints.

Supervisors will ensure that Government equipment assigned to the Employee is properly accounted for, if provided. Any equipment provided is for official use by the teleworker, subject to the same rules as if it were in the traditional workplace.

The Employee continues to be bound by the Department of Defense standards of conduct while working at the alternative worksite and using Government furnished equipment.

The Supervisor is responsible for the service and maintenance of all Government furnished equipment and software, and Employees may be required to bring such equipment into the traditional worksite for maintenance.

The Employee must provide reasonable care and safekeeping for all Government furnished equipment and software. In cases of damage to unsecured equipment by non-Employees, the Employee will be held liable for repair or replacement of the equipment or software in compliance with applicable regulations on property accountability.

If a Supervisor decides to approve Government furnished equipment, excess property may be the first source of supply before considering purchasing equipment. The Property Manager for the Supervisor should have knowledge concerning excess equipment availability.

Employees will not be required to incur cost for official phone calls without reimbursement.

Necessary office supplies, such as paper, toner, printer ink, etc. will be available to the teleworker for use at the alternative worksite in the same way as in the traditional workplace.

The government is not responsible for any operating costs that are associated with the Employee using his or her personal residence as an alternative workplace, including home maintenance, insurance, utilities or personal equipment repairs or replacement.

SECTION 7 - REMOVAL FROM PROGRAM

The Employer may remove an Employee from telework based on the Employee's failure to adhere to the requirements specified in the Telework Agreement. Normally, Employees will not be removed from participation for single, minor infractions of the Telework Agreement. Supervisors will make bona fide efforts to counsel Employees about specific problems before effecting removal. When a decision is made to remove an Employee from telework, the Employee must be given prior written notice indicating the reason(s) for removal. The Employee may reapply to telework after removal from the program provided the cause for removal has been resolved.

Supervisors may also terminate agreements whenever the arrangement no longer supports the mission or technology changes require return to the regular office. Two weeks written advance notice will be provided when the arrangement is terminated for these reasons.

SECTION 8 - PROBLEMS AFFECTING PERFORMANCE OF WORK

On a day when an Employee is scheduled to work at the ADS and his official duty station facility is closed for all or part of a day, the following rules apply:

Full Day Closing. The Employee will not perform work at the ADS.

Late Arrivals and Early Dismissals. On days when a late arrival or early dismissal occurs, the Employee is required to perform his full ADS schedule if located at home.

SECTION 9 - DISPUTE RESOLUTION

Disputes related to denial of participation, recall, or terminations of agreements that cannot be resolved informally are grievable in accordance with the negotiated grievance procedure.

ARTICLE 33 - EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION 1

This agreement shall remain in full force and effect for three (3) years from the date the agreement is approved by DoD Field Advisory Services, or thirty-one (31) days after its execution by the parties, whichever date occurs first.

SECTION 2

This Agreement shall remain in full force and effect and shall be binding upon the Employer and the Union for a period of three (3) years from the effective date specified in Section I of this Article and shall be automatically extended for one year periods thereafter unless either party shall notify the other party in writing not more than 105 calendar days nor less than sixty calendar days prior to such date, or to any subsequent anniversary date. The terms of this Agreement will remain in force and effect during the renegotiation of said Agreement until such time as a new agreement is approved and in effect, except for those terms which are nullified by law or Government-wide regulations.

SECTION 3

This agreement shall be modified during the period in which it is in effect only by mutual consent of the parties.

The parties agree to and enter into this Collective Bargaining Agreement between Headquarters, 10th Mountain Division (Light Infantry) & Fort Drum, and Local 400, American Federation of Government Employees.