

LABOR-MANAGEMENT AGREEMENT

between

LETTERKENNY MUNITIONS CENTER

and

NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1442

AGREEMENT TO NEGOTIATE

Section 1. PURPOSE. To establish principles and ground rules considered necessary and desirable to reduce potential areas of conflict and dispute during the conduct of negotiations for a collective bargaining agreement between the negotiating parties. This agreement is entered into, by and between Letterkenny Munitions Center, hereinafter referred to as the "Employer", and Local 1442, National Federation of Federal Employees, hereinafter referred to as the "Union". The existing Collective Bargaining Agreement will remain in full force and effect during term and mid-term negotiations until the final Agreement is approved by the Agency head.

Section 2. The negotiating team for the Employer will regularly consist of not more than three members, a chief negotiator, an alternate chief negotiator and a representative from the local personnel office. The chief and alternate chief negotiators will have the authority for the Employer to negotiate and to approve individual, negotiated articles. With advance notice to the Union, the negotiating team for the Employer may include an additional member, a subject matter expert, to provide input on individual articles under consideration. The subject matter expert will not serve as a regular member of the negotiating team.

Section 3. The negotiating team for the Union will regularly consist of not more than three members, a chief negotiator, and two alternate chief negotiators. The chief and alternate chief negotiators will have the authority for the Union to negotiate and to approve individual, negotiated articles. With advance notice to the Employer, the negotiating team for the Union may include an additional member, a subject matter expert, to provide input on individual articles under consideration. The subject matter expert will not serve as a regular member of the negotiating team.

Section 4. Negotiating sessions will be held at Letterkenny Army Depot, in facilities provided by the Employer. A mutually agreeable schedule will be established by the parties. Individual sessions may be cancelled upon one working days' notice by either party. Either party may caucus as necessary. The sessions may be adjourned when a lengthy caucus is anticipated.

Section 5. The local personnel office will provide a person to maintain minutes of bargaining sessions. At the end of each session, each party is responsible for insuring the minutes accurately reflect the events of the day. The Union will also be permitted to take minutes at the negotiating sessions.

Section 6. Order of Negotiations. In the negotiations leading to the basic agreement, the general rule of progression in the selection of articles will be to start at the beginning and work to the end of the parties' proposals. This general rules of progression does not prevent taking articles out of term for reasons such as, additional research, the article was previously tabled. The object is to avoid confusion and facilitate the successful conclusion of bargaining. This general rule of progression will not preclude the selection or re-introduction and negotiation of previously tabled articles as covered in section 10 below. Both parties agree that no new proposals will be offered for negotiations after the start of face to face negotiations at a date to be determined.

Section 7. Negotiations will be conducted by the Chief or alternate Chief Negotiators. Other members of the teams may address the group only when permission has been granted by the respective team chief. Chief/alternate Chief Negotiators are responsible for maintaining order on their respective teams. Other members on the teams may pass notes to the spokesman or may request a caucus.

Section 8. When an article or proposal has been agreed to by both parties, it will be initialed by the Chief Negotiators for both teams. Sections will not be considered agreed upon until the entire article has been initialed. Initialed articles may be opened by mutual consent of both parties until such time as the entire agreement has been signed by the President, NFFE Local 1442, and the Director, LEMC.

Section 9. If a party considers a proposal nonnegotiable or unacceptable, it will so state for the record, giving specific reasons why. When the Employer indicates a proposal is non-negotiable and the Union disagrees, the issue will be referred by the Employer to the DOD Civilian Personnel Management Service (CPMS), Field Advisory Services (FAS). If the Union disagrees with the determination made by the FAS, it may appeal that determination to the Federal Labor Relations Authority as provided in Part 2424 of the Authority's rules (5 C.F.R. Part 2424). The employer agrees not to provide unsolicited, written allegations of non-negotiability.

Section 10. Definition of an impasse for the purpose of this agreement shall be "The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiations process. When impasse has been reached on any particular article or proposal, the following procedures will be observed.

- a. The issue will be tabled to provide a cooling off period and to allow negotiations on other issues. The cooling off period will be seven calendar days unless another time period is mutually agreed upon.
- b. During the cooling off period, any or all of the following solutions may be attempted.
 - 1) Both parties may develop additional data and facts in support of their positions.
 - 2) Either party may adopt other appropriate measures to remedy the situation.
- c. During a cooling off period, both the Employer and the Union will review their respective positions to seek areas where modification and accommodation can be made.
- d. When previous action fails to resolve an impasse, either or both parties may seek assistance from the Federal Mediation and Conciliation Services (FMCS). When the services of the FMCS fail to resolve an impasse, either party may request the Federal Service Impasse Panel (FSIP) to consider the matter. The FSIP, at its discretion and under the regulations it prescribes, may consider the matter and may recommend procedures to the parties for the resolution of the impasse, or may settle the impasse by appropriate action. Arbitration or third party fact finding with recommendations to assist in the resolution of an impasse will be used by the parties only when recommended and mutually agreed upon by the parties or directed by the FSIP.

Section 11. Designated Union negotiators who are members of the bargaining unit covered by this agreement will be authorized official time as covered in Title 5, U.S. Code, Section 7131(a), for serving as Union representatives in the negotiations performed under this agreement. No overtime pay or compensatory time off is authorized for the performance of union representational duties. No entitlement to travel pay or per diem will be incurred by the performance of Union representational duties.

Section 12. The negotiating team for the union will be authorized a block of time, not to exceed 92 hours for term bargaining, and for planning and preparation of a proposal package after agreement has been reached on the ground rules and prior to commencement of negotiations. After commencement of negotiations on the basic agreement, the union negotiating team will be permitted to use the first 2 hours of the duty day immediately preceding each day's negotiations for preparation.

Section 13. In the negotiations leading to the basic agreement or midterm agreements, the parties agree to make an effort to negotiate language that is simple and clear as possible to avoid misinterpretation in later application. However, the parties realize that not every issue can be dealt with and reduced to simple terms, and that clarity in meaning will not be sacrificed to achieve simplicity in terms.

Section 14. In order to provide a complete agreement, Negotiations are not finished until all issues of negotiability and/or impasse are resolved and appropriate language is incorporated into or deleted from the agreement. Upon completion of negotiations, up to 21 calendar days will be allowed for final preparation of the agreement by the employer and review by each party. An advance copy of the final agreement will be forwarded to ASAP to HQDA and the DOD CPMS FAS following completion of negotiations. An extension of this review preparation time may be granted by mutual agreement. Upon completion of the review/preparation period, the teams will reconvene to approve any corrections and to sign the agreement provided no substantive changes have been made. The parties will execute the agreement subject to approval by the DOD CPMS FAS.

Section 15. The executed agreement will be forwarded to Headquarters, Department of Army and to the DOD CPMS FAS for approval or disapproval by the DOD CPMS FAS for legal and regulatory compliance. Upon receipt of any legal or regulatory changes identified as a result of this review, the Employer will provide the Union the necessary corrections and cite the legal and/or regulatory basis for such changes. The parties will meet within seven calendar days after the proposed corrections are provided the Union for the purpose of negotiating the necessary corrections. The DOD CPMS FAS must approve or disapprove the agreement within 30 calendar days after the date of execution.

Section 16. This Agreement to Negotiate is effective immediately upon signing and will apply to negotiations leading to the basic agreement and to the negotiations of any memorandums or changes thereto made during the life of the basic agreement.

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PREAMBLE

This Agreement is made between Letterkenny Munitions Center, hereinafter referred to as the Employer, and Local 1442 of the National Federation of Federal Employees, hereinafter referred to as the Union, pursuant to the policy set forth in Chapter 71, Title 5, US Code, the Federal Service Labor Management Relations Statute. Accordingly, this Agreement and such approved amendments as may be agreed upon during the life of this Agreement shall constitute a collective bargaining agreement between the Employer and the Union.

ARTICLE 1
PURPOSE

The purpose of this Agreement is to promote the efficient administration of the Federal Service and well-being of the employees. The parties to this Agreement recognize that this goal can be advanced through mutual understanding achieved through collective. Accordingly, the Employer and the Union agree to establish appropriate procedures for joint consultations and agreement on the following:

- a. The promotion of employee-management cooperation in order to insure employee participation in the formulation of personnel policies and procedures; and
- b. Orderly procedures, including binding arbitration, for disposition of employee grievances and the adjustment of other disputes.

ARTICLE 2
BARGAINING UNIT

Included: All nonprofessional employees, including temporary employees, employed by the Letterkenny Munitions Center, Chambersburg, PA

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

ARTICLE 3
PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws, and existing or subsequent regulations of appropriate authorities, including mandatory (non-discretionary) Title 5, Code of Federal Regulations provisions as supplemented by the Office of Personnel Management, the Department of Defense, the Department of the Army, or other appropriate authority. When used in this Agreement, the term "agency" means the Department of the Army.

ARTICLE 4
DEFINITIONS

The following definitions apply when used in this Agreement:

- a. Adverse Action. A removal, suspension for more than 14 days, furlough for 30 days or less, or involuntary reduction in grade or pay.
- b. Agency. Department of the Army.
- c. Appropriate Personnel Office or Specialist. In anticipation of future name changes, these terms are used to describe either of the local personnel office or specialist (currently in the Civilian Personnel Advisory Center) or the Civilian Personnel Operations Center and personnel.
- d. Arbitration. A third-party process used to resolve unfavorable grievance decisions filed IAW the negotiated grievance procedure.
- e. Director. Director, Letterkenny Munitions Center.
- f. Consultation. Discussion between representatives of the employer and the union for the purpose of obtaining and considering each other's views regarding impending actions of concern to employees within the unit. Failure of the union to respond will be considered acceptance of the proposed action.
- g. Days. When used in this Agreement, means calendar days unless specified as work days.
- h. Disciplinary Action. Any written reprimand or suspension of 14 days or less that is filed in the employee's official personnel folder or otherwise documented.
- i. Employer. Letterkenny Munitions Center.
- j. Grievance. A request for adjustment relative to a matter of concern or dissatisfaction regarding personnel policies, working conditions and environment, or relationships with Employer supervisors and officials including disciplinary actions not covered under a statutory appeals procedure. Adverse actions may also be grieved under the negotiated grievance procedure.

- k. Impasse. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
- l. Local Personnel Office. In anticipation of future name changes, the terms "local personnel office" are used instead of the currently named Civilian Personnel Advisory Center.
- m. Negotiation. Defined as the exchange of proposals and counterproposals regarding the substance and/or impact and implementation of an action or decision Affecting bargaining unit employees with the goal of reaching agreement prior to implementation.
- n. Negotiability Dispute. A disagreement between the parties as to the negotiability of an item.
- o. Planned Management Action. Includes, but is not limited to, reorganizations, realignments, reclassifications, hiring and/or promotion freezes, release of temporary employees, changes in work schedules, conversions in employment status.
- p. Retention Standing. Total creditable federal service including veteran's preference, active duty military service and additional service credit for performance.
- q. Service Computation Date (SCD). Creditable federal service including active duty military service but excluding service credit for performance.
- r. Union Official/Union Representative. Any appointed or elected steward or officer of the National Federation of Federal Employees, Local 1442 or its national office.
- s. Work Group. Defined as those personnel who perform the same or similar work for the same supervisor during the week.

ARTICLE 5
CONSULTATION AND NEGOTIATION

Section 1. The Parties agree to negotiate in full accord with the letter and spirit of the language set forth in Chapter 71 of 5 USC. The Parties are obliged to meet at reasonable times and negotiate in good faith. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations. The Parties agree that where the collective bargaining agreement and Army regulations including directives and Letterkenny Munitions Center regulations are in conflict with this agreement, the agreement will govern.

Section 2. Matters appropriate for consultation and, when appropriate, negotiation shall be personnel policies, practices, and matters related to working conditions which are within the discretion of the Employer. These matters include, but are not limited to: safety, training, labor management relations, employee services, grievance procedures, leave procedures/policies, promotion policies, demotion practices, reduction-in-force practices, pay procedures, and hours of work.

Section 3. It is recognized that this agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views, and negotiation, if appropriate, in an effort to find mutually satisfactory solutions to matters not covered by this agreement.

Section 4. The Employer and the Union agree that discussions between the parties over impending actions of concern to bargaining unit employees are beneficial to the collective bargaining process and will be fully considered.

Section 5. The Employer agrees that working conditions within its discretion, which have previously been enjoyed by bargaining unit employees, and which are not covered by this agreement, will not be changed without prior consultation with the Union.

Section 6. Changes in Working Conditions.

- a. The Employer will provide the Union with advance notice of significant changes to employee working conditions at least ten (10) work days before such changes are effected.
- b. At its option, the Union may request to negotiate the proposed change. The Union's request to negotiate will identify the significant, reasonably foreseeable adverse effect caused by the proposed change or the need for a procedure associated with the change. The Union will also provide written proposals as appropriate arrangements and/or procedures no later than 10 work days after receipt of the Employer's proposed notice. Failure of the Union to respond with proposals within 10 work days will be considered acceptance of the Employer's proposal.
- c. The parties will meet within ten (10) work days of the date of the Union's request in Section b, above, to bargain as appropriate, over the proposed change. Absent an overriding exigency, no change will be implemented until negotiations are completed.

Section 7. Changes in Local Regulations.

- a. The Employer agrees to provide the Union with advance notice of proposed changes to CAAA/Letterkenny regulations affecting bargaining unit employees.
- b. At its option, the Union may request to negotiate such proposed changes. A Union request to negotiate must be received within 10 work days of the Employer's notice to the Union. Failure of the Union to respond within 10 work days will be considered acceptance and the Employer may proceed with publication and implementation.
- c. The parties will meet within 10 work days of the date of the Union's request in section 6b above to bargain, as appropriate, over the change. Absent an overriding exigency, no change will be published and/or implemented until negotiations are completed.

Section 8. Amendments to this agreement may be required due to changes in applicable law, Executive Order, or government-wide regulations or policies. The parties will meet within 30 days after receipt of implementing instructions to negotiate new language to satisfy mandatory requirements.

Section 9. Negotiations may be opened for amendment to this agreement by mutual consent of the parties at any time. Requests for such amendment must be written and must contain a complete text of the proposed amendment. Provided the parties have received requested information, the parties will meet within 30 days after receipt of the proposed amendment to discuss the matter involved.

Section 10. It is understood that no provision of this Agreement shall nullify the rights of employees, the Union, or the Employer as established by law, Executive Order or regulations of appropriate authority, nor shall it relieve the parties from the responsibility to consult and/or negotiate on the policies, practices and procedures used in exercising these rights.

ARTICLE 6
EMPLOYER RIGHTS AND OBLIGATIONS

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

- a. determine the mission, budget, organization, number of employees and internal security practices of the agency;
- b. In accordance with applicable laws:
 1. to hire, assign, direct, layoff, and retain employees of Letterkenny Munitions Center, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 2. assign work, make determinations with respect to contracting out and determine the personnel by which agency operations shall be conducted;
 3. with respect to filling positions, to make selections for appointments from (i) among properly ranked and certified candidates for promotion, or (ii) any other appropriate source; and
 4. take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this article shall preclude the Employer and the Union from negotiating:

- a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or the technology, methods and means of performing work.
- b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 7
UNION RIGHT'S AND OBLIGATIONS

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

Section 2. All exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personal policy or practices or other general condition of employment; or
- b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if-
 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 2. The employee requests representation.

Section 3. Each agency shall annually inform its employees of their rights under Section 2b of this article.

Section 4. Any agency and any exclusive representative in any appropriate unit in the agency, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. ID addition, the agency and the exclusive representative may determine appropriate techniques, consistent with the provision of 5 USC 7119, to assist in any negotiation.

Section 5. The rights of an exclusive representative shall not be construed to preclude an employee from:

- a. Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

- b. Exercising grievance or appellate rights established by law, rule, or regulation;

except in the case of grievance or appeal procedures negotiated under this chapter.

Section 6. The duty of an agency and an exclusive representative to negotiate in good faith shall include the obligations.

- a. To approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- b. To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- c. In the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data:
 - 1. Which is normally maintained by the agency in the regular course of business;
 - 2. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
 - 3. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and
- d. If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

Section 7. Upon request, the Union will be granted authority to conduct a membership drive twice per calendar year for a maximum period of thirty calendar days per drive. The collection of dues and other internal business of the union shall be permitted on the depot before and after scheduled work shifts and during the lunch periods of the employees concerned. The solicitation of membership and distribution of literature by the Union on the depot shall be accomplished during non-work time. Non-work time includes time before and after scheduled work shifts, or during lunch periods. None of the above shall interfere with the work of the activity.

Section 8. Management shall not interfere with, restrain, or coerce any Union official because of the performance of duties in consonance with this Agreement and Chapter 71, Title 5, U.S. Code pertaining to employee rights and labor-management relations, or against any employee for filing a complaint or acting as a witness under this Agreement.

Section 9. The Union shall not interfere with, restrain, or coerce an employee in the exercise of his/her rights assured by Chapter 71, Title 5, U.S. Code.

ARTICLE 8
EMPLOYEE RIGHTS

Section 1. Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Chapter 71, Title 5, U. S. Code, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of and organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 2. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulations, or policy of the agency.

Section 4. The Employer shall not discipline or discriminate against any employee because he has filed a complaint or given testimony under Section 7116, (unfair labor practices), Title 5, U. S. Code.

Section 5. The parties agree that an employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of employees to conduct their private lives as they deem fit. In this regard, employees shall have the right to engage in outside employment without the requirement to report such activity, except as required by law or regulations, and provided the activity does not interfere with the performance of their Government duties.

Section 6. Employees of the Unit are entitled to Union representation at any examination or investigation of the employee by any representative of the agency if: (a) the employee reasonably believes

that the examination may result in disciplinary action against the employee; and (b) the employee requests representation.

Section 7. The Employer's servicing personnel office is available to provide assistance and/or information to employees regarding the retirement application process, including disability retirement, RESUMIX, benefits, and training.

Section 8. Employees shall not be subjected to prohibited personnel practices as defined by 5 USC 2302. These include the following:

- a. The employer may not take, fail to take, or threaten to take or fail to take a personnel action against an employee or applicant for exercising an appeal, complaint, or grievance right; testifying for or assisting another in exercising such a right; cooperating with or disclosing information to the US Office of Special Counsel or to an Inspector General; or refusing to obey an order that would require the individual to violate a law.
- b. The employer may not engage in reprisal for whistle blowing - i.e., take, fail to take, or threaten to take or fail to take a personnel action with respect to any employee or applicant because of any disclosure of information by the employee or applicant that he or she reasonably believes evidences a violation of a law, rule or regulation; gross mismanagement gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety (if such disclosure is not barred by law and such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs)

Section 9. The parties agree that aggressive behavior and physical violence in the workplace adversely affect Employee performance and organizational goals. Both parties are committed to providing a work environment that is free from intimidation, harassment, threats, assaults or acts of violence. Threats of violence or physical harm, and any form of physical or sexual assault and threats of physical assault are prohibited. This also includes conduct that harasses, threatens or interferes with another person's work performance or creates an intimidating or hostile work environment. Employees are encouraged to conform to this policy and to report threats or actual incidents of aggressive or violent behavior to their supervisor or other appropriate official.

Section 10. The parties agree, if in the best interest of the United States, upon request of the individuals concerned, and upon certification by his or her agency that he or she was acting within the scope of his or her employment, Department of Justice (DOJ) may represent present DA personnel sued individually as a result of actions taken within the scope of their employment. Representation can be declined for a variety of reasons, including but not limited to the following: the employee was not acting within the scope of his or her office; there is a conflict of interest; or, actions were not taken in a good faith effort to conform to law and in accordance with applicable laws, rules and regulations.

Section 11. The Employer agrees to inform all new employees that the Union is the exclusive representative of the employees in the unit and that the Labor-Management Agreement may be viewed on the local Intranet. A Union flyer, provided by the Union, shall be given to each new unit employee during orientation.

ARTICLE 9
UNION-MANAGEMENT COOPERATION

Section 1. The Director or designee is the principal point of contact for the Employer on labor-management matters. It is understood that the Director and those delegated to act for him or her are authorized to act for the command in the administration of this Agreement. It is further understood that the Employer and the Union share equal responsibilities in the administration of this Agreement.

Section 2. The Union shall have the responsibility to present its views to the Employer, and the Employer to the Union, either orally or in writing, on any matter of concern which is appropriate for consultation in accordance with this Agreement; and, if either party requests, the parties agree to meet promptly in an effort to resolve the matter which created the concern. If appropriate, the matter giving rise to the need for the meeting will be specified in advance.

Section 3. The Employer and the Union recognize they have a common interest in such matters as the elimination of waste; the conservation of manpower, materials, supplies, and equipment; the improvement in quality of workmanship and service; the maintenance of effective supervisor-employee communications; the maintenance of an atmosphere in which every employee can give a day's work for a day's pay; the judicious use by employees of sick leave; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morale in the service.

Section 4. When requested by the Union, the Employer will appoint a union representative, designated by the Union, to serve on those officially designated committees designed for joint management / employee participation which deal with matters affecting the safety and welfare of unit employees.

Section 5. The Union and Management agree to confer with each other on any matter of mutual concern before referral to an outside party. This is not to prevent the Union or Management from seeking guidance from higher authority within their command channels. In the interest of good faith bargaining, the Union and Management further agree to inform each other if outside referral is made. The point of contact

before outside referral for Management is the Director and for the Union, the President.

ARTICLE 10
OFFICIAL TIME/UNION REPRESENTATION

Section 1. The Director or designee is the principal contact point for conducting business with the Union. Such designation will not preclude the Union from contacting other management officials on any matter that may appropriately be brought to their attention.

Section 2. The President of the Union or duly authorized representative will be the spokesperson for the Union and shall have the right to consult and negotiate with the Employer on matters covered by this Agreement.

Section 3. The Employer agrees to recognize the Union stewards and officers authorized by the union. The number of stewards shall be the minimum number required in order to insure that each employee in the Unit shall have access to a steward. Stewards shall be employees from the Unit to receive official time under the provisions of this Article. The Employer will consult with the Union if the number of stewards appointed appears to be excessive or insufficient, and the Union agrees, in turn, to give bona-fide consideration to the views of the Employer.

Section 4. The union shall keep the Employer advised, in writing, of the names of its officers and stewards which shall be posted on official bulletin boards.

Section 5. It is agreed union representatives from the LEMC bargaining unit shall be authorized a reasonable amount of official time during duty hours to perform official representational duties necessary to properly represent the interests of all Unit members and to carry out the provisions of this Agreement. It is agreed that in order to fulfill his/her representational responsibilities the primary LEMC Steward shall be granted 5% official time per pay period.

Section 6. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officers and stewards because of the performance of representational duties. They shall conduct their business with dispatch and will make every effort possible to eliminate conflicts between their regular duties and their Union duties.

Section 7. Approved Union activities in which Union officers and stewards may engage themselves during duty hours are as follows, unless otherwise stipulated by the terms of this Agreement:

- a. Receive investigate, prepare and present employee or Union complaints/grievances.
- b. Represent employees in disciplinary action proceedings.
- c. Prepare and present arbitrations and MSPB appeals in either a representational capacity or as a witness.
- d. Attend formal discussions between one or more representatives of the agency and one or more employees in the Unit concerning grievances, personnel policies, practices and general conditions of employment.
- e. Represent an employee during an examination by the Employer in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against him/her and (2) the employee requests representation.
- f. Participate in Employer/Union meetings and consultations,
- g. Attend formal discussions between management and employees concerning grievances when the aggrieved employee does not have the Union represent him/her.
- h. Perform any other representational function where official time is authorized pursuant to and consistent with applicable statutes, regulations, Executive Orders and provisions of this Agreement, e.g., OWCP proceedings, fitness for duty proceedings, debt complaint and collection actions, alcohol or drug abuse intake interviews, EEO Complaints.
- i. Use the Union office for authorized Union activities.

Section 8. Requesting and Accounting for Official Time.

- a. When Union representatives are required to leave their duty stations to engage in authorized labor-management business, they will obtain permission from their supervisor, indicating the area they intend to visit, the estimated time of return, and the general nature of the labor-management business as listed in Sections 5 or 7 above. The supervisor will authorize this absence provided no compelling work requirement exists. If permission cannot be granted due to a compelling work

requirement, the supervisor will attempt to reschedule the official time as soon as possible following denial of the representative's request (normally the following workday).

- b. When entering a work area to meet with a grievant or other employee in carrying out their representational activities, the Union official or steward will inform the supervisor or designee in that work area of their arrival and to whom they desire to speak. The responsible supervisor will furnish the employee and union representative an area suitable for private conversation.
- c. Union representatives will conduct their representational business with dispatch in order to minimize their time away from their duty stations. In the event the representative's business cannot be concluded within the approved period of absence, the representative will contact his/her supervisor to request additional time. The supervisor's decision will be based upon workload requirements and the reasonableness of the additional time requested. It is recognized that there will be occasions, such as union-management meetings and negotiations, when representatives cannot submit requests for additional time in advance.
- d. Upon returning to their duty stations, representatives will provide a completed copy of an official time reporting form to the supervisor detailing the amount of time used and the nature of the union business. This form will be used as the backup for entries made covering the absence in the automated time and attendance reporting system. The supervisor will maintain the form for one year.
- e. When a supervisor suspects abuse of official time or the use appears to be excessive and the issue is not resolved by discussion between the immediate supervisor and the representative involved, an objective discussion concerning official time utilization shall be conducted by the supervisor and the representative in the presence of a representative from the servicing personnel office, other management officials as appropriate, and the Union President or designee in order to reach a mutually satisfactory resolution.

Section 9. Management initiated changes in organizational assignment and hours of work affecting recognized Union representatives will be discussed with the union in advance. The intent of this Section is to avoid, to the maximum extent possible, the assignment of Union representatives from one shop, shift, or location to another. This will also prevent unnecessary reassignments of representational areas.

Section 10. The work schedule of appointed representatives of the Union will be arranged to permit effective and timely consultation with management officials, Union representatives, and/or employees on matters of concern to the employees or management. Elected officers of the Union, if employees, will be assigned on the day shift if requested by the union during their term of office, subject to the mission requirements of the Employer.

Section 11. Union stewards shall normally be confined to their assigned representational areas and will confer with lower level supervisors as required to insure uniform interpretation and implementation of the Agreement, resolve proposed disciplinary actions, and resolve matters affecting working conditions. Grievances will be processed in accordance with Article 42.

Section 12. The union agrees to educate its stewards with regard to their authorized representational duties and responsibilities as Union representatives and to limitations imposed by terms of the Agreement, agency, federal regulation or law.

Section 13. A NFFE National representative will be allowed to represent NFFE Local 1442 if requested and authorized by the Local.

Section 14. In the event official Union business needs to be conducted off the installation, the Director or designee will be advised in writing, stating the reason and nature of such business. The Director or designee approval will be obtained before any union business is conducted off the installation on "official time. The approval/disapproval will be in writing and received by the union within three days of the written request. In the event of unforeseen circumstances which do not allow time to process the above written request, a telephonic request and subsequent approval or disapproval will be acceptable.

ARTICLE 11
HOURS OF WORK / COMPRESSED WORK SCHEDULE / SHIFT ASSIGNMENTS

Section 1. The Employer reserves the right to establish or change hours of duty as deemed necessary to insure efficient operations and accomplishment of assigned missions. However, except for bona-fide emergencies, no change in established tours of duty or hours of work for an entire cost center /work group shall be made without prior consultation with the Union.

Section 2. The Employer and the Union recognize the need to work a common tour of duty. To that end, the Letterkenny Munitions Center will work a 4/10 Compressed Work Schedule (CWS), 0630-1630 Monday through Thursday with every Friday as the common Regular Day Off (RDO). This schedule will start the first full pay period following execution of this agreement. Changes to this CWS or hours of work including, but not limited to, assignment to 5/8 schedule may be made for mission requirements. The union will be consulted if this occurs.

Section 3. Hardship cases shall be addressed on a case by case basis. Disagreement with management's resolution can be pursued through the negotiated grievance procedure.

Section 4. Employees will change their tour of duty to correspond to the tour of duty at the TDY, training or other alternate duty location as required.

Section 5. Assignments to the same tour of duty and the same daily hours of work will be for a minimum period of one pay period, except when a change is required to avoid seriously handicapping the agency in carrying out its functions or substantially increased costs. Frequent changes, particularly from day to night work, will be kept to a minimum.

Section 6. The days and shift hours of an employees' workweek may be changed, provided the employee receives as much advance notice as possible. In this regard, if management has knowledge of the need for a change in days or shift hours two weeks or more in advance of the administrative workweek requiring such change, a 14 calendar day notice will be given whenever possible to the employees affected by

such change. If management's lead time is less than 14 calendar days in advance of the administrative workweek requiring such change, a shorter notice period will be acceptable. Such notification is not required in emergency situations or when the employee gives his consent. Shift hours may be changed as necessary to permit an employee or Union representative to participate during duty hours in grievance or appeal hearings.

Section 7. Employees shall have a 20 minute paid lunch period. Variations from the established time for lunch may be made to suit special workload requirements. When such changes affect an entire cost center/work group, the Union will be notified and provided the reason for such change prior to the day such change is needed. The regular lunch period shall normally be scheduled at a mid-point between the start and end of the tour of duty. Where a multiple shift operation produce overlap between employees, those employees affected by overlap will be provided a 20 minute paid lunch. It is agreed that under these circumstances, workers will stay at or near their work stations.

Section 8. Uncommon tours of duty may be established in the same manner as any other change in regular duty hours, when necessary for efficient operation or when the cost of operation can thus be reduced without imposing undue hardship on employees. Prior to establishment of an uncommon tour of duty, the Union shall be consulted and provided an opportunity to negotiate impact and implementation.

Section 9. Employees reporting to work as scheduled are expected to perform the work of the agency. During emergency shutdown of agency operations employees may be required to take appropriate leave as determined by the agency, Leave may include annual or administrative leave.

Section 10. All volunteers for night shift work, providing their classified skills qualify them for the work to be done, will be utilized first. In the event there are not enough qualified volunteers, selections will be made of qualified employees in the inverse order of their standing based on service computation date. The employee with the least seniority shall be chosen first, etc. In the event there are more volunteers than needed within any specified grade or skill, the employees with the greatest seniority shall be selected. Once employees are voluntarily assigned to a night shift, their assignment will not usually be disturbed except by request, or there is no longer a need for their services on the shift. Frequent

changes, particularly from day to night work, will be kept to a minimum.

Section 11. When a night shift operation is reduced in strength or abolished, the placement of employees affected will be accomplished in the following order: the desires of the employees with the greatest service computation date (SCD) will be considered first; if there is a need for further placement action and there are no volunteers, placement will be accomplished by identifying the employees starting with the individual with the lowest SCD.

Section 12. Upon written request, employees assigned to the second, third, and/or split shift will be considered for transfer to day shift vacancies in the same division and to the same grade, title, and series. Where more than one shift is in operation and a vacant, permanent position is to be filled, second, third, and/or split shift employees with written requests on file will be offered the vacant position prior to a vacancy announcement being prepared. The vacancy may then be announced on the shift the identified employee would leave. These procedures will be utilized for no less than every other vacancy on the day shift. To utilize the procedures established in this section, an employee must have at least one continuous year of service on the second, third, and/or split shift in the identified position. Where multiple requests are on file, the employee with the earliest written request will be transferred first. When more than one request is submitted on the same date, the employee with the most seniority will be transferred. Personal hardship requests will be handled on a case-by-case basis.

Section 13. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to cleanup at the end of the workday. In the same manner, a reasonable amount of time will be allowed for storage, cleanup, and protection of government property.

Section 14. Employees shall normally be granted a 10 minute rest break during the middle of the first and last half of each shift. Variations from the established time for breaks may be made to suit special workload requirements. When this change affects an entire cost center/work group, the Union will be notified and provided the reason for the change as soon as possible. It is the Employer's intent that employees will not be assigned work during their break periods, however, a paid break is duty time and there may be

circumstances where employees will be required to work during their break. When this occurs and if possible, the employee will be given a break at another time on the same day. See Article 11, Section 9 for breaks during overtime.

Section 15. Smoking is only permitted in approved smoking areas before or after an employee's tour of duty and on authorized breaks.

ARTICLE 12 OVERTIME

Section 1. Overtime worked shall be paid at the appropriate overtime rate in accordance with current pay regulations. The overtime rate shall include any shift differentials or additional pay to which the employee is entitled.

Section 2. Overtime work will be assigned equitably, regardless of shift, to qualified employees from the work team where overtime is required and whose skills are necessary for the work to be accomplished. This requirement does not apply to employees whose performance is less than fully successful in accordance with the procedures outlined in Article 40. Work team is defined as those personnel who perform the work for the same supervisor during the week; (this may include non-bargaining Unit personnel). If additional people are required, the supervisor will solicit volunteers from within LEMC with the necessary skills in the following order: the work team, then the division, and then outside divisions. Any employee who feels he/she has been denied an equitable amount of overtime may discuss the matter with the supervisor, employees may do this on their own or along with or through a steward. When questions of overtime equity arise, records will be made available for review by the Union and/or affected employees. Absences during the week in which overtime is worked will not in themselves preclude asking employees to perform overtime work.

Section 3. When an employee is detailed or loaned to a different work team for the purpose of supplementing that work team on a continuing basis (40 hours or more), and overtime is required of the employees in that work team, the detailed employee will be given equitable consideration for the overtime, in such cases where a work team has the need for overtime. Consideration will be given to their own employees who are detailed out before bringing in employees from other work teams to perform the overtime. Any new hire or transferee will be credited with overtime in the amount of the highest overtime in the work team.

Section 4. Employees may be ordered to perform overtime. In such cases, the employee will be provided the justification for the overtime requirement. In the event an employee does not desire to work overtime, the employer shall make every effort to accommodate the employee's request to be excused from overtime work provided another qualified employee is available for the overtime.

Section 5. The Employer shall promptly notify affected employees of the requirements and need for overtime work after establishing firm overtime requirements. Such notification normally will be at least 24 hours in advance of the requirement to work overtime and the cancellation of established overtime. When 24 hours notification cannot be provided, justification will be provided the union when requested.

Section 6. The use of annual or sick leave during a pay period will not in itself preclude the supervisor from assigning overtime during the same pay period.

Section 7. If an employee is called back to duty to perform unscheduled overtime work, such work will be considered to be at least two hours in duration for overtime pay purposes. If the callback was to perform an emergency work assignment, the employee will be released upon completion of the assignment, absent a legitimate need for the employee's services.

Section 8. No employee will be denied overtime solely because he/she cannot work both a Saturday and Sunday overtime. However, employees who volunteer for both Saturday and Sunday work will be given preference where continuity of the work operation would require such.

Section 9. Employees will be given a ten (10) minute break at the end of their normal tour of duty prior to beginning at least two hours of overtime and will receive a ten (10) minute break two (2) hours later if the overtime will last four hours. If the overtime exceeds four hours in duration, employees will receive a twenty (20) minute paid lunch period at the end of four hours of overtime and a ten (10) minute break after each additional two hours of overtime.

Section 10. When more than one regular shift is in operation, overtime will not be assigned when qualified and available employees on the following shift can perform the work on a regularly scheduled basis. Exceptions to this may be made only when job continuity would clearly be adversely affected by changing personnel at the change of shift.

ARTICLE 13
ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable statutes. Although annual leave is a right of the employees, management retains the final decision on leave requests. Annual leave will be granted freely for personal or emergency purposes when employees can be spared from their duties. When a request for annual leave has been denied, the employee will be notified of the reason for denial by the supervisor. When such request is in writing and submitted three work days in advance, the denial will also be in writing. Denials of annual leave will be explained to the requesting employee in the same manner as the request was made, either written or oral, and such explanation shall not discriminate against any employee. Leave requests by employees will be approved, provided mission requirements will allow for such absences, except in instances where senior employees, by SCD, have submitted an earlier request covering the same period of time.

Section 2. Requests for unscheduled annual leave will be considered on an individual basis. Employees must call their immediate supervisor within two hours after the start of the employee's shift. The employee must speak to his/her supervisor at the time the call is made. If the emergency is so severe the employee is prevented from personally calling, another individual can call and report the absence. If the supervisor is not available when the employee calls, the employee will continue to call until approval for the requested leave is obtained. If the employee cannot reach the immediate supervisor, he/she will call the alternate or emergency contact to obtain approval for the requested leave. The employee will state the reason for the unscheduled leave and the date and time the employee will return to duty. Disapproved leave requests are subject to the grievance procedure.

Section 3. It is agreed that an employee who has accumulated leave in excess of the maximum which can be carried forward to the next calendar year, and it is apparent that the employee may have difficulty in using the excess leave, may be counseled by his/her immediate supervisor in regard to scheduling the reduction of excess leave. However, employees who fail to request and schedule excess (use or lose) annual leave in a timely manner (NLT the beginning of the third full pay period before the end of the leave year) will forfeit the excess annual leave at the beginning of the next leave year. The Employer agrees to send a reminder to employees to schedule use or lose annual leave.

Section 4. The Employer agrees that supervisors will provide their employees the phone numbers to be called when requesting leave. This will include the supervisor's number, an alternate individual to be called in the absence of the supervisor, and an emergency number.

Section 5. At any time during the leave year, an employee may request advance annual leave credits not to exceed the amount of leave the employee will accrue during the remainder of the leave year. In determining whether to approve or disapprove such requests, supervisors will take into consideration the anticipated return to duty of the employee and the ability to liquidate the obligation created.

Section 6. The Union recognizes the need for employees to maintain an adequate leave balance and will encourage employees to prudently utilize their leave. It is understood that there is no minimum leave balance required of any Unit employee, but mutually agreed that it is reasonable to encourage employees to maintain a 40-hour balance to cover emergency situations.

ARTICLE 14
SICK LEAVE

Section 1. Employees shall earn and be granted sick leave when they are incapacitated for the performance of their duties for reasons of sickness, injury, or family medical care and bereavement (Family Friendly Sick Leave); to care for a family member with a serious health condition; and/or other reasons as provided by sick leave laws and regulations.

Section 2. Employees who are absent because of illness must call their immediate supervisor within two hours after the start of the employee's shift unless there are circumstances beyond the employee's control. The employee must speak to his/her supervisor at the time the call is made. If the supervisor is not available when the employee calls, the employee will continue to call until approval for the requested leave is obtained. If the employee cannot reach the immediate supervisor, he/she will call the alternate or emergency contact to obtain approval for the requested leave. The employee will state the reason for the unscheduled leave and the date and time the employee will return to duty. Disapproved leave requests are subject to the grievance procedure.

Section 3. Management may require a medical certificate for an absence for any of the purposes described in applicable regulation for an absence in excess of three (3) consecutive work days or for a lesser period when management determines necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the agency requests such medical certification. If it is not practical under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time, but no later than 30 calendar days after the date the agency requests such documentation. An employee who does not provide the administratively acceptable evidence or medical certification within the specified time period is not entitled to sick leave.

Section 4. For the purpose of this Agreement, a medical certificate is a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was

receiving professional treatment. Medical certificates should contain a brief statement as to the nature of the incapacitation, examination, or treatment; e.g., flu, sprained ankle, eye examination. In accordance with applicable privacy regulations, supervisors will take proper precautions to safeguard against the unauthorized disclosure of the content of medical certificates and any medical information provided them to support employee requests for sick leave.

Section 5. A supervisor has the right to require that an employee furnish a medical certificate for each absence for medical reasons, regardless of duration, on the following basis:

- a. Where an employee has established a pattern of sick leave use indicating abuse of sick leave, and
- b. The employee has been furnished written notice that he/she must furnish a medical certificate for each absence for medical reasons.

The supervisor will review the sick leave record of each employee under an active sick leave restriction letter semiannually. This review will take place in the presence of the employee. Where the semiannual review indicates that the employee has no further instances of sick leave abuse during the period of restriction, the written restriction will be removed. Changes in organizational assignment will not automatically remove sick leave restrictions imposed by a valid restriction letter. Although the amount of sick leave used may be a consideration, a sick leave restriction letter will not be issued solely because of the number of hours used.

Section 6. No employee sent home from work by the civilian medical facility shall be required to submit a medical certificate for that day. In such cases the appropriate medical personnel will advise the employee's supervisor that the employee should be placed on sick leave for the remainder of the day. However, if the employee is required to be absent for more than the day sent home, he/she must call their immediate supervisor the following day and request sick leave as per the provisions of Section 2.

Section 7. Employees who are incapacitated for duty because of serious illness or disability may request an advance of sick leave up to 30 days in accordance with applicable local regulation.

Section 8. Employees on extended sick leave, i.e. sick leave in excess of thirty workdays, may be required to provide medical certification every fifteen workdays thereafter, unless the duration of the incapacitation was specified in the treating physician's initial medical certificate.

Section 9. The Employer shall not publicly post individual sick leave records except to publicize sick leave savers.

Section 10. The number of hours approved for medical appointments will be determined by using the depot as the point where the sick leave would begin and end, to include all necessary travel time. Employees are encouraged to schedule appointments on non-work days and/or before and after scheduled duty hours.

Section 11. Family Friendly and Bereavement. Normally employees may use up to 104 hour's sick leave for the following:

- a. To provide care for a family member which includes spouses and their parents, children, parents, siblings and their spouses, and any individual related by blood or affinity whose relationship to the employee is the equivalent of a family relationship as a result of such family member's physical or mental illness, injury, pregnancy, childbirth or medical, dental or optical examination or treatment, or
- b. Make arrangements necessitated by the death of a family member or attend the funeral of a family member as defined in Section 11a.

Section 12. Care of a Family Member with a Serious Health Condition.

- a. Normally employees may use up to 480 hours of sick leave to care for a family member as defined in section 11a as a result of such family member's serious health condition.
- b. If, at the time an employee uses sick leave to care for a family member with a serious health condition under this section, he or she has used any portion of the sick leave authorized under Section 11 during that leave year, the agency must subtract that amount from the maximum number of hours authorized under this section to determine the total amount of sick leave the employee may use during the remainder of the leave year to care for a family member with a serious health condition. If an employee has previously used the maximum amount of sick leave permitted

under this section in a leave year, he/she is not entitled to use additional sick leave under Section 11.

ARTICLE 15
LEAVE WITHOUT PAY

Section 1. Employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. An initial grant of leave without pay shall not exceed one year. For the purpose of this agreement, the minimum charge to leave without pay (LWOP) will be in fifteen minute increments. In most instances, approving LWOP is at the supervisor's discretion. It is not an entitlement and approval is not tied to whether or not annual or sick leave would be approved for the same period requested.

Section 2. Employees in or returning to duty from an approved leave of absence shall be granted all rights and privileges to which they may be entitled in accordance with applicable regulations.

Section 3. In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CFR 211.102, presents a statement from a medical authority that treatment is required, annual leave or sick leave shall be granted, if available, otherwise, leave without pay shall be granted. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence. Treatment must be related to the veteran's disability.

ARTICLE 16
FAMILY MEDICAL LEAVE ACT (FMLA)

Section 1. The Family and Medical Leave Act (FMLA) normally allows employees to use up to 12 weeks of unpaid leave during any 12 month period for personal/family care within the limits stated in the Act.

Section 2. Leave for FMLA purposes may be used for:

- a. The birth of a child of the employee and care of such child;
- b. The placement of a child with the employee for adoption or foster care;
- c. The care of a spouse, child, or parent with a serious health condition;
- d. The serious health condition of the employee that makes the employee unable to perform the essential function of his/her position.

Section 3. Employees must invoke their right to unpaid leave under the FMLA. To invoke their entitlement, employees will:

- a. Obtain and complete OPM Form 71.
- b. Acquire administratively acceptable medical certification to support their request.
- c. Submit the OPM 71 and medical certification to their first line supervisor.

Requests will normally be submitted at least 30 days in advance. When circumstances do not allow for 30 days advance notice, the employee will submit their request as soon as possible before the start of their intended absence.

Section 4. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently.

Section 5. An employee may elect to substitute annual leave and/or sick leave for unpaid leave under the FMLA, consistent with current laws and regulations for using annual and sick leave.

ARTICLE 17
EXCUSED ABSENCE

Section 1. Excused time not to exceed 40 hours during any 12 month period, will be granted to one LEMC officer or representative of the Union to enable them to attend National Federation of Federal Employees sponsored training sessions in labor-management relations. It is understood that this training must be mutually beneficial to the Union and Employer and will be related to matters concerning basic statutes, regulations, agency policies and negotiated agreements which affect working conditions and personnel policies, practices and procedures and is of concern to the employee in his/her capacity as an organization representative. Union will provide 30-day advance notice and written verification of dates/time of training to the Employer. Course synopsis will be included as well. Requests for additional time to attend mutually beneficial training sessions in labor-management relations will be considered by the Employer.

Section 2. Employees who volunteer as blood donors will be authorized up to four hours of excused absence, insofar as scheduling of donors will allow, for blood donation and recuperation following blood donation. Second shift employees will receive the latest donation times. Third shift employees will receive the earliest donation times. Emergency donations will be handled on a case-by-case basis by the depot blood coordinator. Desirable blood donation times will be rotated equally among individuals and organizational elements.

Section 3. In the interest of safety of employees, when extreme weather conditions exist, the Employer may take one or more of the following actions:

- a. Close the installation.
- b. Authorize delayed arrival in conjunction with the start of the employees' tour of duty or dismiss employees before the end of their tour of duty.
- c. Excuse tardiness of less than one hour.

Employees who report for duty on the day of an early dismissal will be excused without charge to leave for the period covered in the early dismissal, whereas employees on leave at the time the delayed arrival or early dismissal is announced will be charged the appropriate leave.

Section 4. Employees engaged in some types of emergency, rescue or protective work, such as volunteer firefighting, may warrant excused absence in accordance with applicable regulations.

Section 5. Where polling location and hours of operation are a factor, employees may be granted leave to vote in governmental elections in accordance with established laws, rules, and regulations. Employee's ballot slip will be provided to verify that voting occurred.

Section 6. Employees shall be granted court leave in accordance with established laws rules and regulations.

ARTICLE 18
HOLIDAY WORK

Section 1. Employees may be scheduled to work on a holiday prescribed by Federal Law or Executive Order and shall be paid in accordance with applicable laws, rules, and regulations. Therefore, the Employer agrees to make a determined effort to avoid scheduling work for employees on holidays pursuant to workload requirements and the mission of the agency.

Section 2. The Employer shall determine the numbers and skills required for the holiday work, determine those employees that satisfy the requirements, and select and assign employees using the same procedure established for overtime assignment as covered in Article 12, Section 2.

Section 3. The Employer agrees, upon request, to relieve an employee from a holiday work assignment provided another qualified employee is available for the assignment.

Section 4. Holiday Closure.

- a. When holidays fall on a Tuesday or Thursday, the Employer may close all non-mission essential activities on the Monday or Friday in conjunction with the Tuesday or Thursday holiday.
- b. Management and the union may mutually agree, in advance, to adjust the 4 - 10 schedule in order to provide closures.
- c. The overall direction for depot closure will come from the Director after coordination with the Union by traditional methods of Union notification. Mission requirements may cause a closure to be cancelled.

ARTICLE 19 PROMOTIONS

Section 1. All actions under this article whether identification, qualification, evaluation, or selection of candidates shall be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria (5 CFR 335).

Section 2. Vacancy announcements will be open for a minimum of 10 work days. Vacancy announcements will be posted on electronic web sites, for example, OPM's USA Jobs and Army Civilian Personnel On-Line. Unit employees will be advised when vacancies are announced by email to all users.

Section 3. The current electronic merit promotion application system uses the Resumix program which may improve or change over time. As needed, employees will be provided current information required to use Resumix or any future program.

Section 4. Merit promotion applicants who feel they have not been fairly rated may request reconsideration of their rating by the responsible human resources personnel within five work days of their non-referral status being electronically posted (currently on ANSWER in Resumix). The employee and/or union representative will coordinate contact with the responsible personnel through the local personnel office to investigate the basis of the rating received.

Section 5. The Employer has the option of filling positions by repromotion, or by methods other than promotion, such as appointment, reinstatement, reassignment, or transfer.

Section 6. Employees on TDY or extended absence are responsible for monitoring employment websites and self-nominating for positions of interest.

Section 7. The Parties recognize that positions may be filled from any appropriate source in accordance with established laws, rules and regulations. The Parties agree that management may use a number of recruitment methods simultaneously in order to reduce the total time

to refer candidates. The Employer agrees that the minimum area of consideration for all positions announced through the merit promotion program will include all current career and career-conditional employees employed at Letterkenny Munitions Center. Each Merit Promotion Announcement will include this area of consideration for the position or positions being filled. Announcements will show the job elements against which an applicant's qualifications are evaluated. Announcements shall not contain key or restrictive clauses covering non-merit conditions that tend to favor one employee or a group of employees for a particular position.

Section 8. A vacancy announcement may not be modified or amended after the vacancy is announced unless a correction of erroneous or inappropriate information is required. Employees will be notified of amended/modified announcements IAW Section 2 of this article.

Section 9. Interviews of all bargaining unit candidates will be conducted before a selection is made on a bargaining unit position. Selecting officials are not required to interview any candidate whom they have interviewed for a position of like series and grade during the preceding six months. The selecting official will return the referral register to the originating personnel office within 15 work days of receipt unless an extension was approved by the Chief of the local personnel office prior to the due date. Employee's resumes will be reviewed if they are not available for an interview.

Section 10. Employees selected for promotion will be notified promptly of their selection and released from their former position as soon as practicable. When possible, their promotion shall be effective no later than one full pay period following approval of their selection.

Section 11. When a bargaining unit employee's assignment to a higher graded position is expected to last for sixty days or less, a detail or temporary promotion may be used. If the assignment is to last more than 60 days, a noncompetitive temporary promotion will be made unless an overriding exigency (e.g., a hiring freeze, budget constraints) prevents a promotion action. Non-competitive temporary promotions to bargaining unit positions will be offered to the senior, qualified volunteer, by SCD, in descending grade level sequence from within the work team and then rotated equally among all qualified, interested employees as future opportunities occur. The appropriate personnel specialist will make qualification determinations when required.

Temporary promotions to positions for more than 120 days must be made under competitive procedures. If the need for a temporary promotion is expected to last more than 120 days, the position may either be filled by noncompetitive rotations among qualified volunteers for 120 days or less, or by competitive procedures.

Section 12. If possible, complaints or questions about promotion actions should be resolved informally with the immediate supervisor or designee and the appropriate personnel specialist or designee. Upon request, the selecting supervisor or designee will advise unsuccessful best qualified candidates of the reasons for the selection made. The employee may be accompanied by a union representative at these meetings. The formal means for resolving complaints is through the negotiated grievance procedure.

Section 13. Complaints arising from the application of this article will be processed under the negotiated grievance procedure. Unless the grievant and/or union representative can establish a prima facie showing of discrimination, union animus, or other prohibited personnel practice; non-selection of a properly referred candidate cannot be grieved.

ARTICLE 20 DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, without a change in pay status, with the employee returning to his/her position of record at the end of the detail, Employees will be informed of the reasons for and conditions of a detail, to include the length of time involved and the duties to be performed. Details may need to be extended beyond the period of time originally specified. In such cases, the reasons for the extension will be explained to the employee when requested.

Section 2. Details will be rotated and equitably assigned. Initial selection of employees for detail will be accomplished in the following manner:

- a. If a specific skill is requested by the borrowing activity, the senior volunteer by SCD, possessing the skills and other job related characteristics will be utilized. If there are no volunteers, the employee with the latest SCD will be selected.
- b. If the borrowing activity does not identify specific skill requirements, the senior volunteer at the appropriate grade level will be utilized. If there are no volunteers, the employee with the latest SCD will be selected.
- c. If a detail involves a change in shift, SCD will be used to determine selection. If there are volunteers, the employee with the greatest seniority will be selected. If there are no volunteers, the employee with the least seniority will be utilized.

Section 3. Employees will be provided a brief description of the specific duties and tasks to be assigned when detailed to a set of duties.

Section 4. Employees are responsible for updating their Official Personnel Folders with qualifications gained on details of more than 30 days. The experience gained on detail may be used, as appropriate, in making qualification determinations.

Section 5. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Assignments in excess of 60 days to

higher grade positions will be made in accordance with the provisions of Article 19, Section 11.

ARTICLE 21
TEMPORARY DUTY TRAVEL (T.D.Y.)

Section 1. Employees may be required to travel only under the conditions and procedures prescribed by pertinent DOD Joint Travel Regulations.

Section 2. Employees may be required to perform temporary duty travel in order to accomplish the mission assigned by the Employer. The travel of employees on TDY will only be authorized when necessary in connection with official activities or Government business. Employees on TDY are expected to exercise the same care in incurring expenses that prudent persons would exercise in traveling at their expense.

Section 3. TDY assignments shall be rotated equitably among employees within an organizational element, to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. An employee selected for an assignment involving TDY may request that he/she be excused, and such request may be favorably acted upon provided employees qualified to perform the specific work assignment are available and willing to substitute.

Section 4. If a traveler takes an advance on his/her government charge card in anticipation of a TDY trip, and the trip is cancelled, the employee is responsible for repayment of the advance. The employee may be reimbursed for applicable cash advance fees associated with the cash advance taken in anticipation of the cancelled trip.

Section 5. With prior authorization, an employee on TDY, using commercial transportation, can remain at the TDY location overnight, if the purpose is to avoid at least three hours of travel during off-duty hours. If travel is by POV, and has been determined more advantageous to the Government, this delay is authorized at any reasonable point midway between the TDY location and the employee's home.

Section 6. When employees are required to travel, the travel will be scheduled on duty days, during their normal duty hours when possible. If an employee is required to travel on non-duty days or during non-duty hours, he/she will be paid at the appropriate over time rate, when applicable.

Section 7. The Employer agrees that prior to overseas TDY assignments employees will be provided the following:

- a. Points of contact and phone numbers at their permanent duty station to be used if they encounter any problems while on TDY.
- b. TDY and per diem allowances involved.
- c. A reminder about merit promotion filing procedures (Article 19, section 6).

Section 8. Excused absence will be authorized, not to exceed four hours, after prolonged travel (16 hours), when an adverse effect on work performance, health, well-being or a safety hazard might result from working while fatigued.

ARTICLE 22
CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. It is agreed that an official job description shall contain all of the principal duties which may affect the classification, grade, title or series of the job. In this regard, employees may discuss the duties of their position with their supervisor at any time. Employees who allege inequities in the classification of their job may be assisted by the Union in preparation and presentation of their case including discussion with their supervisor and/or with representatives of the local personnel office in review of appropriate classification standards and in obtaining information on complaint and appeal rights and procedures. Employees shall be free to appeal the classification of their position without fear of reprisal or prejudice. The servicing personnel office will assist employees in filing a classification appeal. Employees may file a classification appeal in accordance with 5 CFR 532.705(a) (1) for Wage Grade employees or 5 CFR 511.604 for General Schedule employees.

Section 2. When the term "performs other duties as assigned" is used in a job description, this term is mutually understood to mean tasks normally and reasonably related to the employee's position and qualifications except as required by a training or emergency situation.

Section 3. Each employee will be furnished a copy of his or her official job description. If a Union representative wishes to review a job description and a copy cannot be obtained from the employee, one may be secured from the local personnel office.

Section 4. Job grading standards may be reviewed at OPM.gov. In the event a classification appeal is filed, a copy of the pertinent job grading standard(s) will be provided to the Union. In this regard, these standards will be returned after completion of the appeal.

Section 5. The Employer agrees that the Union will be accorded its full rights and responsibilities in conducting locality wage surveys as set forth in pertinent law and prevailing regulations on the Federal Wage System. The Employer agrees that no unilateral action

will be taken by management on wage survey procedures except those specifically listed and notated in the aforementioned regulations.

Section 6. The Union will be notified upon receipt of revised or new classification standards applicable to positions in the bargaining unit. Further, whenever positions in the bargaining unit are affected by application of a new standard, the Union will be provided at least 30 days advance notice, if possible, and given an opportunity to comment prior to effecting the change.

ARTICLE 23
ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Employer and the Union will have as their objective the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusual nature. When such action does not eliminate or reduce the unusual nature of the situation, an environmental differential will be paid if it meets the criteria in existing regulations. Environmental Differential Pay (EDP) will be paid in accordance with applicable laws, rules and regulations.

Section 2. When the Union determines that a local work situation warrants coverage, it will notify the local personnel office of the title and location of the position(s) and nature of the exposure to show clearly that the hazard, physical hardship, or working condition which results from the exposure is of an unusual nature and is not practically eliminated by safety procedures and devices required by the department of Army Safety and Industrial Hygiene Program. Within 30 work days of receipt of the union's position, the parties will meet for the purpose of consulting on the issue. The appropriate personnel office will issue a written decision on the matter within 30 work days of the meeting. If this decision is not acceptable to the Union, the matter may be grieved under the negotiated grievance procedure.

Section 3. When the Employer determines that a local work situation within the Unit, which is presently receiving the differential, is such that it should be excluded from coverage, the Employer will notify the Union of the title and location of the position(s) and the justification for exclusion from coverage. At the request of the Union, the parties will meet for the purpose of consulting on the issue. The Union's request for a meeting will be submitted to the responsible personnel office within 30 work days of receipt of the Employer's notification. The responsible personnel office will issue a written decision on the matter within 30 work days of the meeting. If this decision is not acceptable to the Union, the matter may be grieved under the negotiated grievance procedure.

ARTICLE 23
TRAINING

Section 1. The parties agree that the training and development of employees within the Unit is a matter of primary importance. The Employer recognizes that a well trained workforce is essential to the overall success of the agency. Therefore, the Employer agrees to develop training policies and procedures that do not discriminate against employees and that provide for employee participation in training and development programs subject to mission requirements and funds availability. This may involve different types of training, for example: refresher training; technical training; training in new or shortage skills categories; job rotations; and on-the-job training.

Section 2. Employees may request a discussion with the responsible office to determine available courses and training that may assist them in their self-development. This will also include the right to be fully advised as to any Government paid, partly or otherwise, college or high school formal training and schooling to which he/she may be entitled.

Section 3. If an employee fails to perform satisfactorily after a reasonable period of time in a position to which he/she has been assigned as the result of a retraining program, the Employer agrees to canvass other available vacant positions in LEMC at the same grade level to which the employee may be reassigned. The Employer has the final say on any reassignment.

Section 4. Management will provide formal and informal training and will encourage employees to keep abreast of changes occurring in their field, craft, trade, profession or occupation.

- a. Employees are expected to be qualified to perform their assigned duties effectively. If training is required to enhance performance of assigned duties, or a new mission, equipment or process occurs, then a supervisor will identify this need on the employee's Individual Development Plan or other appropriate document, either at the time of the performance evaluation, or as needed. Supervisors, along with employee's input, initially determine training needs of subordinates.
- b. Once a need is identified; the supervisor will request spaces for the training if training needs cannot be met in the current fiscal year, they will be carried over to the next year if the required/identified training is still needed.

- c. When spaces are received, the employee needing the training will be scheduled and permitted to attend subject to mission requirements.
- d. Employees will not be sent to training as a reward or punishment.
- e. Employees will be encouraged to self-develop. This means they should be encouraged to take courses to improve themselves. However, the government is not obligated to pay for this Belt development unless it is determined to be job related and performance based. Employees must realize that not all training and development are directly related to their jobs, and that they have a responsibility for self-development and for informing their supervisors of their accomplishments.

Section 5. The Employer agrees to conduct a training session within 3 months after the effective date of this Agreement, which will include all management officials who directly supervise unit employees and all officers and representatives of the Union. This training will enhance labor/management relations and insure that all personnel involved are aware of the current labor relations policies and provisions of the Agreement. A member of each negotiation team will assist in conducting such training.

Section 6. The Employer agrees to conform fully with the provisions of training agreements, progress reports, and promotions.

ARTICLE 25
SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal laws and regulations. This includes responsibility to identify potentially hazardous activities and to provide operating procedures, sufficient personnel and other physical measures to reduce the hazards of such activities in accordance with established safety policies and regulations. The Employer shall notify and train all employees concerning hazards in their workplaces in accordance with applicable laws and regulations.

Section 2. The Employer agrees the Union may appoint one Union member to the directorate level safety committee.

Section 3. The Employer will provide a safety program to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments. This will include instruction in equipment operation procedures and hazardous material handling and identification procedures when applicable.

Section 4. Employees shall inform their supervisor or appropriate management official when required safety equipment and/or devices are not available.

Section 5. Union stewards, in the course of performing their normal duties, will be alert to receive reports of and to observe unsafe practices, equipment conditions, as well as environmental conditions in their own areas which might present industrial health hazards. Such conditions will be reported to the cognizant supervisor for appropriate action. Supervisors will take prompt and appropriate corrective action to eliminate unsafe conditions and correct unsafe practices which they observe or which are brought to their attention. Stewards or employees who report safety violations or unsafe conditions will not be reprimanded as the result of submitting such reports.

Section 6. Personal protective clothing and equipment necessary to perform hazardous duties will be provided by the Employer. July employee can suggest additional or new protective clothing or equipment, or the modification of existing equipment to his/her supervisor or designee. The proposal will be referred to the division chief through the chain of command and then forwarded to the Safety Officer or designee, who will render a decision on the matter.

Section 7. The Employer agrees that employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, will be assigned work compatible with their physical condition if such work is available. Questionable cases will be submitted to the Health Clinic for a decision.

Section 8. Should any employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, the Employer will make every effort to place the employee in a position that he/she is physically and mentally able to perform. In so doing, the Employer will attempt to place the employee in a position as close as possible to his/her previous wage level.

Section 9. An employee who becomes ill or injured on the job will be offered treatment at the Depot Health Clinic. The employee will be furnished transportation to a medical facility to receive additional medical attention when recommended by the Depot Health Clinic. In emergency situations, the depot ambulance crew will transport the ill or injured employee directly to an outside treatment facility as determined necessary by competent medical authority. Employees who are permitted to return to work after the additional medical evaluation will be provided transportation, when requested.

Section 10. The LEMC Safety Officer or designee will notify the Union as soon as possible in the event of serious work-related injury or death.

Section 11. The Employer agrees to provide all employees with an area suitable for lunch and break periods. When such area is determined by the Safety Office/Industrial Hygienist to be unacceptable, appropriate arrangements will be made to establish an acceptable break/lunch area.

Section 12. When showers are required, because of working with contaminants, as determined by the Safety Office/Industrial Hygienist, the Employer agrees to provide soap, towels and non-skid floor mats. This does not apply to emergency showers.

Section 13. The Employer agrees to document the medical records of all employees who have been exposed above an action level to a chemical or physical hazard in the performance of their official duties. This documentation will identify, define and specify the nature and extent of exposure. Medical evaluations will be provided as required by existing safety and health regulations to all identified employees.

Section 14. In accordance with applicable regulations and Comptroller General Decisions, the Employer agrees to provide employees who are exposed to inclement working conditions insulated steel toe work boots and other appropriate gear, examples givens rain suits and rubber boots, in accordance with existing policies. Examples of employees exposed to work needing protective gear are: warehouse workers in unheated buildings, dock workers, truck drivers, outside forklift operators, ammunition workers, facilities personnel, and all other employees who are exposed to such conditions while performing their normal work duties. When determined necessary by the Employer, insulated coveralls will be provided.

ARTICLE 25
WORKERS COMPENSATION

Section 1. When an employee suffers a work-related injury or illness, he/she will notify the appropriate management official, normally the immediate supervisor before the end of his/her shift so the illness or injury can be documented or as soon as possible after the injury or illness occurs. Failure of the employee to properly report his/her claim may result in the claim being denied.

Section 2. The local personnel office will furnish specific information concerning types of benefits available, assist employees in the preparation of their claims, provide prompt handling and follow-up by phone, email or letter, as necessary, of all such claims, and keep employees advised as to the status of their claims.

Section 3. The CA-7 and CA-20 will be filed with Office of Workers' Compensation Programs (OWCP) within five workdays following notification by the employee's immediate supervisor that it has been determined that the disability will extend beyond the forty-five (45) calendar day period for continuation of pay, or exceed available accrued leave if being used; and result in the employee's placement in a non-pay status.

Section 4. An employee will be permitted to review any document relating to his/her claim which the Office of worker's compensation Programs (OWCP) has authorized the local personnel office to make available. An employee is entitled to Union representation in any compensation case, if requested.

Section 5. Employees and supervisors will be informed by a Civilian Personnel Bulletin of any changes in the Federal Employees' Compensation Act. The Employer will make available a link to Department of Labor Publication (currently CA-810, Injury Compensation for Federal Employees) on the Letterkenny intranet.

Section 6. When an employee sustains a work-related injury, he/she will be carried in a duty status for the remainder of that work day in accordance with appropriate regulations.

Section 7. This article in no way precludes the employee or the Union from using any other means available to settle Workers' Compensation disputes such as Congressional representatives or private attorneys secured by the employee.

Section 6. When an employee sustains a work-related injury, he/she will be carried in a duty status for the remainder of that work day in accordance with appropriate regulations (Federal Personnel Manual Chapter 810).

Section 7. This article in no way precludes the employee or the Union from using any other means available to settle Workers' Compensation disputes such as Congressional representatives or private attorneys secured by the employee.

ARTICLE 27
REDUCTION-IN-FORCE

Section 1. All Reduction-In-Force (RIF) actions will be in accordance with 5 CFR Part 351 and this Article. The provisions of this Article will be in addition to the requirements contained in 5 CFR Part 351 and other applicable laws, rules, and regulations.

Section 2. A RIF action is defined as any action taken by the Employer to release a competing Employee from his/her competitive level by furlough of more than 30 calendar days, separation, demotion, or reassignment requiring displacement, when such action is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, an individual's exercise of reemployment rights or restoration rights, or reclassification due to erosion of duties when such erosion occurs within 180 calendar days of a formally announced RIF in the competitive area.

Section 3. Specific notices to affected Employees will be issued at least 120 calendar days prior to the effective date of the RIF.

Section 4. A cutoff date will be established for the use of performance appraisals in regard to determining an Employee's service computation date. The performance appraisal cutoff date will be no later than 120 days prior to the issuance of specific RIF notices. Appraisals due after that will not be used when computing RIF service computation dates.

Section 5. The Employer agrees to brief the Union on bump and/or retreat, the various groupings, and how competitive levels are determined prior to counseling employees.

Section 6. The Employer agrees to take all appropriate actions deemed necessary to minimize the adverse effects of a RIF on Unit Employees. In the event of a RIF, existing vacancies that management has decided to fill during the RIF, will be used to the maximum extent possible to place Employees in continuing positions in order to minimize adverse actions and reduce separations during a reduction in force.

Section 7. An Employee whose assignment to a lower grade position, or whose separation is proposed, has a right to review all of the records pertaining to the action and to see a copy of the applicable regulations pertaining to RIF. This includes the retention register for his/her competitive level and those for other positions for which he/she believes he/she is qualified down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer, or if separation is proposed, all positions equal to and below the grade of his/her current position within his/her assignment rights.

Section 8. Any career or career-conditional Employee who is separated as a result of RIF, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such Employee shall be given preference for reemployment in accordance with applicable regulations.

Section 9. The displacing and retreat rights of Employees affected by RIF shall be governed by applicable statutes, regulations, and directives.

Section 10. In any case where an Employee accepts a demotion in lieu of separation by a reduction in force action, the Employee must meet the established qualification requirements of the lower grade position to which he/she is to be assigned unless otherwise waived by appropriate authority.

Section 11. RIF actions which are appealable to the Merit Systems Protection Board (MSPB) will not be subject to grievances under the negotiated grievance procedure.

Section 12. The Employer agrees to offer opportunities to Employees adversely affected by a RIF to return to employment based on and in accordance with their registration on the repromotion, reemployment priority list, and priority placement program in conjunction with the Employee meeting the qualifications of the temporary or permanent position to be filled. These offers will be made prior to opening the vacancy to other Unit Employees or outside applicants.

Section 13. The Employer will notify all employees at least 20 work days prior to the cutoff date by which the employees must have all

information updated/verified in their Official Personnel File (OPF) that may affect the employees' placement rights. The Employer and the Union jointly recognize the importance of an accurate updated OPF for RIF purposes. The Employer agrees to offer training during non-duty time concerning supplemental experience statements and other pertinent information regarding employees' OPF for RIF purposes.

Section 14. The Union will designate one (1) person to work with the local personnel office in the Out-Placement program for the duration of the RIF.

Section 15. Temporary positions, when offered to Letterkenny Munitions Center Employees displaced as a result of a RIF, will be offered to qualified employees based on seniority in accordance with Employees' adjusted service computation date and veteran status.

Section 16. In the event of a reduction-in-force, the Employer will cooperate with the employee and the State Employment Service in determining the rights to be afforded the separated employee and will inform employees of the method and procedures to follow in applying for these benefits.

ARTICLE 28
PARKING

Section 1. Available parking areas will be designated for employees parking as close to assigned work areas as practicable. Appropriate representatives of the Employer and the Union shall review alleged inequities in the utilization of available parking facilities and may recommend additional parking areas as the need arises, commensurate with the availability of space.

Section 2. The Employer agrees that disabled or physically handicapped employees, as determined by the Depot Medical Officer or designee, will be given priority rights for reserved parking as close to their building or work location as applicable security regulations permit.

Section 3. To provide equity for Unit employees, the employer agrees that reserved parking spaces will be reduced to a minimum number, and only authorized in accordance with prevailing regulations.

ARTICLE 29
DRINKING WATER

Section 1. The Employer agrees to provide drinking water daily to employees assigned to work areas where a supply is not available.

Section 2. Supervisors will take prompt action to obtain fresh water when, for any reason, water has not been supplied through the normal source.

ARTICLE 30
CHARITY DRIVES

The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. It is agreed that individual employees will not be contacted and asked to contribute a second time after their initial contribution or refusal. It is further agreed that no lists will be kept showing the names of the contributors and amounts of their contributions, except those that are necessary to properly administer the program.

ARTICLE 31
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping condition, or other non-merit factor. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act. The Rehabilitation Act, and all other applicable laws and regulations.

Section 2. The Employer shall inform the Union of Equal Employment Opportunity policies and programs. It is agreed that the Union will cooperate actively with appropriate management officials and exercise a positive role in the support and accomplishment of the Commander's EEO policy and objectives of the local EEO Plan of Action.

Section 3. The Union agrees to aid management officials, through its steward system, in the identification of EEO problems. The Employer and Union will jointly seek resolution to such problems through the appropriate procedures and programs provided in agency regulations.

Section 4. The Employer will assure that all personnel actions are based solely upon merit and fitness without regard to race, color, religion, sex, age, national origin, or physical or mental handicap. The basic principle of equal opportunity will be an underlying factor in all aspects of the Civilian Personnel Program.

ARTICLE 32
SUBSTANCE ABUSE PROGRAM

Section 1. The parties recognize that alcohol and drug abuse can interfere with an employee's job performance. Both parties recognize that such problems can be resolved with proper treatment and/or counseling and agree to cooperate in the various phases of the local substance abuse/employee assistance program to aid the employee in attaining a satisfactory level of performance. In this regard, the union will be alert to the identification of employees with possible problems and will encourage them to seek counseling and proper treatment.

Section 2. Employees who acknowledge a problem may contact the Substance Abuse/Employee Assistance Office directly or they may contact their supervisor or Union representative who, with the employee's approval, will refer the information to the program office. In any case, the utmost discretion will be used by all parties involved to ensure the privacy of the individual.

Section 3. The Employer will administer an Employee Assistance Program in accordance with appropriate laws, rules, and regulations. This program can include marital, family, financial, workplace or domestic violence, alcohol, drug, legal, emotional, stress or behavioral concerns which may adversely affect employee job performance. The Employee Assistance Program in its entirety will be available to all employees. The Parties agree to cooperate in encouraging employees with personal problems or indications of problems, such as leave abuse or pending discipline, and to consult with the Employee Assistance Program to get help for those problems. The Union shall provide support and assistance in promoting the program. The Parties agree to cooperate in encouraging employees with substance abuse and other personal problems to undergo a coordinated program for purposes of rehabilitation. Whenever possible and within available resources, the Employer agrees to make available information, orientations, and guidance on the effects of such problems and the community resources for assistance/treatment of such problems.

Section 4. Employees, if they so desire, may have a Union representative accompany them when initially seeking assistance from the Substance Abuse Office.

Section 5. The Employer recognizes that, in addition to alcohol and drug abuse problems, there are other personal problems which may affect an employee's performance (e.g., marital or family problems, financial problems, medical problems, emotional and/or physical disorders, such as Post Traumatic Stress Disorders, etc.).

ARTICLE 33
DRUG AND ALCOHOL TESTING

Section 1. Employees occupying positions identified as testing designated positions (TDP) under the Drug-Free Federal workplace (DPW) Program will be tested only under the conditions and procedures prescribed by pertinent regulations.

Section 2. Employees occupying positions identified for testing under the Department of Transportation (DOT) Drug and Alcohol Testing Program will be tested only under the conditions and procedures prescribed by pertinent regulations.

Section 3. Employees will not be tested under both programs. All employees holding CDL will be tested under DOT requirements only.

Section 4. The LEMC Safety Advisor or designee will maintain the list of LEMC TDP and DOT identified positions.

ARTICLE 34
PERSONNEL RECORDS

Section 1. It is agreed, to the extent permitted by law or regulation that the Official Personnel Folder of an employee will be disclosed to him/her or to any other person he/she designates in writing.

Section 2. Supervisors will maintain and secure an Employee Work File on each of their employees. The following are examples of information these files may contain:

- Training records, including Formal Training Plans and Individual Development Plans (IDP)
- Leave schedules, unless in office files
- Position Descriptions
- Performance Plans
- Performance Ratings and supporting information
- Pending personnel actions, awards recommendations, etc.
- Letters of Appreciation
- Counseling Records
- Written Warnings
- Disciplinary/adverse action backup materials
- Documentation on Details of 30 days or less
- Documentation related to Informal Grievances (if presented orally, the supervisor documents the discussion)

Section 3. Records of employee counseling will be documented on plain bond paper. Employees will be given an opportunity to initial favorable or unfavorable comments entered on the record. Unfavorable entries will be removed after one (1) year, or earlier at the discretion of the supervisor and request of the employee. A copy of the record of counseling will be provided to the employee or the designated representative within one day of a request.

Section 4. The employee and/or the designated representative will be given an opportunity to review the Employee's Work File with the employee's supervisor, upon request. Employees are encouraged to review their work file at least annually.

ARTICLE 35
INDEBTEDNESS

Section 1. The Employer will make no determination as to the validity of any debt between an employee in the Unit and any private individual or firm. No action will be taken with regard to indebtedness cases unless the Employer can show a nexus between the debt and the efficiency of the service.

Section 2. The employer agrees that any indebtedness to the Agency will be handled in accordance with the appropriate law, regulations and policy issuances that may apply. The Employer further agrees that any claim of violations, misinterpretations, or misapplications of the law and regulations governing debt collections are subject to the negotiated grievance procedures.

ARTICLE 36
CONTRACTING OUT

Section 1. It shall be the policy of the Employer to communicate openly and fully with the Union regarding a determination to initiate a study to contract out work which is presently performed by members of the bargaining unit and could result in their displacement.

Section 2. Any action taken by the Employer under OMB A-76 is excluded from the negotiated grievance procedure.

Section 3. Management may elect to use contract labor or supplement the existing workforce with contractor personnel.

ARTICLE 37
DISCIPLINARY ACTION

Section 1. General:

A disciplinary action is an action taken by the Employer to correct an employee's conduct. Disciplinary actions fall into two categories, informal discipline (oral admonishments and written warnings or counseling) and formal discipline (letters of reprimand, suspensions, involuntary reductions in grade or pay, and removals). Similarly, employee behavior warranting disciplinary action falls into two categories, behavioral offenses warranting constructive or progressive discipline and offenses related to violations of regulations or laws for which punitive sanctions are required. Disciplinary actions against all employees must be based on just cause, be consistent with applicable laws and regulations, and the penalty will not be out of proportion to the offense. Participation in rehabilitation programs may be considered a mitigating factor in any disciplinary action against an employee.

Section 2. Purpose:

Constructive or progressive discipline is preventive in nature.

Its objective is development, correction, and rehabilitation of the offending employee. When constructive discipline is employed, the minimum penalty capable of producing the desired correction will be used. In this regard, the supervisor will consider imposing informal discipline in lieu of formal disciplinary actions whenever possible. Additionally, formal constructive discipline will be progressively applied, unless aggravating circumstances exist. Punitive discipline will be employed only when necessary, as governed by the appropriate regulations. The Union and the Employer will strongly encourage all employees of the unit to abide by all rules, regulations, and this agreement.

Section 3. Investigation:

The first step in resolving a disciplinary problem, is to examine all the facts and circumstances. Prior to issuing a notice of proposed disciplinary action or a letter of reprimand, the appropriate management official will undertake any necessary preliminary investigation and discussion with the employee. Accordingly, prior to the undertaking of such an examination or discussion, the employee will be advised that disciplinary action could result. If the

employee requests union representation, the meeting will not be held until the employee's representative is present. The representative must be available within one workday.

Section 4. Consideration:

If some type of corrective action is necessary, the Employer will consider the employee's federal employment history, provocation, mitigating circumstances, and the seriousness of the offense. The seriousness of the offense for misconduct should be weighed against the standards of conduct for federal employees. Action for off-duty misconduct will be effected only when the employer can show the manner in which this conduct affected the employee's performance on the job, the manner in which it meaningfully involved the Army, or the manner in which it was otherwise detrimental to the efficiency of the service. In that delay weakens the relationship between any offending behavior and discipline, in order to be effective, disciplinary actions should be timely. Therefore, disciplinary actions should be initiated as soon as possible after the incident giving rise to the discipline.

Section 5. Proposal: A notice of proposed disciplinary action or adverse action against an employee shall be in writing and inform the employee:

- a. Of the specific reasons for the proposed action;
- b. Of the name of the deciding official to whom the employee may respond;
- c. That the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- d. That the employee's response will be considered by the deciding official;
- e. That the employee may be represented by a NFFE representative or any other representative of his/her choosing;
- f. Of the employee's status during the notice period;
- g. That the employee and/or representative shall be granted a reasonable amount of official time to review the material relied upon to support the reasons in the notice, to secure affidavits

or other written statements, and to prepare an answer to the notice.

Section 6. The employee will have 10 working days from receipt of the proposal to reply to the deciding official. This timeframe will be stated in the proposal notice. The period may be extended by the deciding official upon request of the employee. If an oral reply is made, the principle points of the response will be recorded and distributed to all parties. If there is a disagreement over the accuracy of the record, any agreed to changes will be made.

Section 7. Decision. The deciding official will render a written decision within 15 workdays after the employee's response. If no response is made by the employee the decision will be rendered with 15 workdays of the suspense date for a response. Normally, the deciding official shall be at a higher level in the activity than the proposing official.

Section 8. Effective date. A disciplinary action against an employee will not be effected until the employee receives the written decision. The effective date will be no earlier than seven (7) calendar days after receipt of the decision letter by the employee except where circumstances (e.g. removal actions) dictate otherwise. In the event a written decision cannot be delivered to the employee in person because of absence, the decision may be delivered by mail.

Section 9. Appeal Rights. When a final decision is issued, the employee shall be advised that he/she has the right to appeal the decision, if unacceptable, under the negotiated grievance procedure or to the Merit Systems Protection Board (for which there are statutory appeal procedures), but not both. The appropriate information will be provided in the decision letter with respect to the action taken, as well as the name and duty phone number of the labor organization, should the employee choose to seek redress under the negotiated grievance procedure.

Section 10. As necessary for full and proper discussion of disciplinary representational issues arising from a disciplinary action, the Employer agrees to make available to the Union, upon request, sanitized copies of disciplinary logs or summaries of disciplinary actions imposed upon depot employees, regardless of bargaining unit status. Upon request and as relevant to pursuit of an

appeal or negotiated grievance, additional, specific information will be provided. The Union agrees to protect the confidentiality of such information.

Section 11. The Deciding Official may consider the Douglas Factors for all disciplinary actions. The Deciding Official must consider the Douglas Factors for all adverse actions which may weigh for, or against the employee in determining the appropriateness of a penalty for misconduct. The Douglas Factors are listed below:

- a. The nature and seriousness of the offense and its relation to the employee's duties, position, and the responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for personal gain, or was frequently repeated.
- b. The Employee's job level and type of employment, including supervisory or fiduciary role, contact with public, and prominence of the position.
- c. The Employee's past disciplinary record.
- d. The Employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
- e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.
- f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.
- g. Consistency of the penalty with the DA Table of Penalties pertaining to various offenses (AR 690-700.)
- h. The notoriety of the offense or its impact upon the reputation of the Department of the Army.
- i. The clarity with which the employee was on notice of any rules that was violated in committing the offense, or had previously been warned about the conduct in question.
- j. The potential for the Employee's rehabilitation.
- k. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment,

harassment, bad faith, malice, or provocation on the part of others involved in the matter.

1. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

ARTICLE 38
USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union suitable office space and utilities as available and mutually agreed upon in accordance with applicable regulations. The Employer further agrees to provide janitorial service for such space occupied by the Union.

Section 2. The Employer agrees to provide the following services for official use by the Union: intra-depot telephone service; access to Defense Integrated Switching Network (DISN); publication of the Union Office and President's phone number in the Global Access Directory, and intranet, internet and email service.

Section 3. The Employer agrees to provide the Union the following equipment for official business: a computer that is excess to the Employer, and access to a printer and copier.

Section 4. Reasonable space on Employer's official bulletin boards shall be available for use by the union in accordance with the applicable regulations governing these boards. The Union will be solely responsible for the posted material, in terms of accuracy and adherence to ethical standards. This includes full responsibility for any statements made against an individual or organization to the extent that the union may have to substantiate the statements (or otherwise answer for their charges) through the courts, or other legal proceeding. The Union will be responsible for removing their material which is no longer current and pertinent.

ARTICLE 39
VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct dues from pay of all eligible employees who voluntarily authorize such deduction and who are employed within the Unit.

Section 2. Union dues shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- a. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues.
- c. The completed SF 1187 form has been provided to the Employer by the Treasurer of NFFE Local 1442 or in his absence, the President of NFFE Local 1442.

Section 3. The Union is responsible for certifying the amount of its dues and delivering completed SF 1187's through the local personnel office (to determine bargaining unit eligibility) to the LEMC Customer Service Representative (CSR).

Section 4. SF 1187's may be submitted at any time. Payroll deduction of dues shall begin no later than one full pay period after receipt of the SF 1187 by the LEMC CSR.

Section 5. The amount of Union dues deducted each biweekly pay period shall remain as certified by the Union until a new certification is provided to the CSR by the Treasurer or President of NFFE Local 1442. Such change shall begin with the first pay period after receipt of the notice of change by the LEMC CSR or at a later date if requested by the Union. Such changes shall not be made more frequently than twice each twelve months.

Section 6. An employee's voluntary allotment for payment of his Union dues shall be automatically terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of Exclusive Recognition by the Union.
- b. Separation of an employee from the Unit.
- c. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union.
- d. Suspension or termination of this Agreement by an appropriate authority outside the Department of Defense.
- e. Dues will not be deducted for the period of time an employee is temporarily promoted out of the Unit.
- f. The Union is not responsible for erroneous payroll deductions stemming from a failure to process the foregoing, automatic terminations as required.

Section 7. Employee's Union dues deductions may also be terminated by the employee through submission to the Union of a Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, properly executed in duplicate by the individual employee. The original and duplicate shall be furnished the CSR. The duplicate shall be date-stamped to indicate receipt and returned to the Union. A termination of allotment under this Section will not be effective until the first pay period beginning one year after the date the employee originally signed the dues withholding authorization. If the allotment is not revoked at the end of the first year, any subsequent revocation shall be effective with the first full pay period beginning on or after 1 March, provided the SP 1188 is received by the CSR by 1 March. Failure of management to do so will not result in any financial liability on the part of the Union. It is the employee's responsibility to notify the Employer within one pay period if their dues are not terminated. Failure of the employee to notify the Employer will relieve the Employer of its liability to return erroneous dues deductions to the employee.

Section 8. The Employer's agent (DFAS Consolidate Payroll Office), shall promptly transmit to the Union Secretary/Treasurer, after each regularly scheduled pay day, all the following:

- a. Duplicate lists of employees who authorized payroll deduction of dues. Each list shall contain the name of each NPPE Local 1442 member, his/her social security number and the amount of the payroll deduction made for each employee-member. Each list shall include the monetary amount of all deductions made for the employee-member and the total number of deductions. Each list shall be accompanied by a summary sheet listing the names of new members, members whose dues were not deducted that pay period and why, and the names of members whose payroll deduction was terminated and why.

- b. An electronic deposit drawn on the Treasury of the United States payable to NFFE Local 1442 in an amount equal to the grand total of all payroll deductions.

Section 9. The payroll withholding of Union dues will be provided by the Employer at no cost to the Union or the employee.

ARTICLE 40
PERFORMANCE APPRAISAL SYSTEM

Section 1. The performance appraisal system will be administered in accordance with applicable laws, rules, and regulations. The current performance appraisal system is the Total Army Performance Evaluation System (TAPES).

- a. TAPES is a positive based appraisal system, intended to motivate an exceptional workforce, by linking individual performance to mission goals.
- b. The system advocates improved communication and understanding between the Employee and the supervisor on performance expectations.
- c. The system promotes individualized measures or expectations based on the type of assignments generally received and the type of work normally performed in our work unit.

Section 2. In the interest of providing objectivity in a supervisory appraisal, an employee should have been working under the evaluating supervisor for at least 120 calendar days.

Section 3. An employee who is detailed continues to occupy the position from which detailed for official purposes. The supervisor of the employee in the detail position may provide input to the employee's rating supervisor of record for details less than 120 days. When an employee has been placed on performance standards for details of more than 120 days, a special appraisal will be prepared and provided to the employee's rating supervisor of record.

Section 4. The evaluation given Employees by their supervisor shall be prepared in accordance with the following:

- a. The supervisor will discuss the Employee's job performance with the Employee discreetly, annually, and on one other occasion, normally mid-term.
- b. If the supervisor has identified shortcomings in the Employee's performance, the Employee shall be notified when the problem is perceived and/or at the mid-term discussion. The supervisor will tell the Employee what is necessary to improve in order to satisfactorily perform duties. If the employee is performing at a higher level than successful and the supervisor identifies shortcomings that will drop his/her rating for the current appraisal period the supervisor will tell the employee what is necessary to improve and/or maintain the higher rating. All

performance counseling will be documented on the applicable performance form.

- c. The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by the senior rater.

Section 5. In those instances of substandard performance, the procedures outlined in Article 41 will be utilized.

ARTICLE 41
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. Correction of unacceptable performance will be in accordance with 5 CFR 432 and with applicable rules, laws, and regulations.

Section 2. Performance Improvement Period (PIP). When an employee's performance is unacceptable, the employee will receive a written Performance Improvement Plan that will contain:

- a. A notice of unacceptable performance in one or more critical element of the employee's performance standards and at least 60 calendar days to bring his/her performance to an acceptable level. During the improvement period the employee will be given the opportunity to work on those critical elements of the job that are unacceptable while maintaining an acceptable level of performance on all other critical elements.
- b. Information as to how the supervisor will assist the employee in becoming successful.
- c. Information as to what the employee must do to bring performance to an acceptable level during the improvement period.
- d. Periodic evaluation of the employee's performance during the improvement period.

Failure to improve performance during the improvement period to a successful level may result in removal, demotion or reassignment to another position. If at the end of a performance improvement period the employee is performing at a successful level, the employee will be so notified in writing.

Section 3. Notice of Proposed Demotion or Removal.

- a. An employee must meet and maintain the Successful level of performance on all objectives by the end of the PIP and for one year from the beginning of the PIP. Failure to achieve acceptable performance on all objectives or to maintain this level during the remainder of this one-year timeframe may result in the employee's reassignment, proposed removal from federal service, or reduction in grade without any further opportunity to demonstrate acceptable performance.

- b. An Employee whose reduction in grade or removal is proposed is entitled to thirty (30) days advance written notice which identifies:
1. The specific instances of unacceptable performance by the employee on which the proposed action is based; and which identifies the critical element(s) of the employee's performance standard involved in each instance of unacceptable performance.
 2. The employee may be represented by a NPPE representative or any other representative of his/her choosing;
 3. A reasonable amount of time (not less than 10 work days) to answer orally and/or in writing and may submit affidavits or other written statements in support of that response;
 4. The Employee's response will be considered by the deciding official;
 5. Of the Employee's status during the notice period
 6. The Employee and/or representative will be granted a reasonable amount of official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 4. Notice of Decision. A written decision shall be rendered by the deciding official indicated in the proposal notice. Normally the deciding official shall be at a higher level in the activity than the proposing official. The notice of decision will:

- a. Specify the instances of unacceptable performance by the employee by which the reduction in grade or removal is based; only instances of unacceptable performance which occurred in the 1 year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.
- b. Specify the Employee's appeal rights, including his/her right to appeal the action to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both, and will inform the Employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the Employee timely files a written

grievance or files a notice of appeal under the applicable MSPB procedures.

- c. Be delivered at least 7 calendar days prior to the effective date of the action.

Section 5. An employee is not eligible for a within grade increase unless his/her most recent rating of record is Fully Successful or better. Employees whose last rating of record is Fully Successful or better will be automatically advanced to the next step when an increase comes due.

ARTICLE 42
NEGOTIATED GRIEVANCE PROCEDURE

Section 1. This article establishes a negotiated grievance procedure for the prompt and equitable resolution of grievances. This procedure shall be the exclusive procedure available to the Employer, Union, and employees in the Unit for the consideration of grievances which fall within its coverage and matters involving working conditions not specifically covered.

Section 2. Definitions.

- a. The term "grievance" has the meaning given it in Section 7103(a), Title 5, U.S. Code, which is: "Any complaint -
 1. by any employee concerning any matter relating to the employment of the employee;
 2. by any labor organization concerning any matter relating to the employment of the employee;
 3. by any employee, labor organization, or agency concerning:
 - i. the effect or interpretation or claim of breach, of a collective bargaining agreement; or
 - ii. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- b. Days, when used in the article and elsewhere in this agreement, unless otherwise specified as working days, means calendar days. In counting the number of days associated with the time frames included in this article and elsewhere in this agreement, the first day will be the day following the date of the alleged violation, grievable situation, or when a grievance is filed or received.
- c. Workdays, when used in this article and elsewhere in the agreement, means days of the normal workweek, not including regular days off and holidays. Workdays are counted the same as calendar days as covered in b of this section.

Section 3. Exclusions.

- a. 5 USC 7121 (c), excludes the following matters from coverage under this procedure:
 1. any claimed violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activities);
 2. retirement, life insurance, or health insurance;
 3. a suspension or removal under Section 7532 of this title (suspensions and removals taken under National Security procedures);
 4. any examination, certification, or appointment; or
 5. the classification of any position which does not result in the reduction in grade or pay of an employee.
- b. The Parties also agree to exclude the following from the Negotiated Grievance Procedure:
 1. Non-selection for promotion from a list of properly ranked and certified candidates;
 2. Employer decisions to contract out work;
 3. Adverse actions as a result of RIF; and
 4. Separation during probation.
- c. Nothing in this section shall prevent employees from processing any prohibited personnel practice provided the employee has not filed a formal grievance on the matter in accordance with this agreement. An aggrieved employee may raise allegations of prohibited personnel practices under either an applicable statutory procedure, an appellate procedure or the grievance procedure, but not more than one. The employee shall be deemed to have exercised his/her option when he/she initiates an action in writing under either an applicable statutory procedure, appellate procedure, or timely files a grievance in accordance with these procedures, whichever event occurs first. The selection of any of these procedures does not prevent an employee from requesting the Merit Systems Protection Board or the Equal Employment Opportunity Commission, as applicable, to review a final decision.

- d. Questions as to the content of published Department of Army regulations or policies, provisions of law, or regulations and policies of the Department of Defense or other authorities outside the Department of Army shall not be subject to the negotiated grievance or arbitration procedures regardless of whether such policies, regulations, or laws are quoted, cited, paraphrased, or otherwise incorporated or referenced in this Agreement. This provision does not supplement or override the provisions contained in Article 3 of this agreement.

Section 4. Employees in the Unit will be represented only by the Union in filing a grievance under this procedure. However, an employee or group of employees may present such a grievance directly to the appropriate supervisor and have it adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of the Agreement. The Union will be given the opportunity to be present throughout the grievance procedure when self-representation is used.

Section 5. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 6. When a steward is on extended absence or TDY, the Union President may designate a temporary representative in the absent steward's area.

Section 7. Grievances resulting from a continuing condition may be presented at any time. Those resulting from a one-time act or decision must be filed within 10 workdays following the date of the act or event that the employee believes created the problem, or the date the employee became aware of (or reasonably should have become aware of) the act or event. This time limit may be extended by mutual agreement between the Employer and the Union. Grievances will be filed at the level where the alleged grievable action originated.

Section 8. An employee grievance covered by this procedure will be handled in the following manner:

Step 1. The employee will discuss the grievance with the immediate supervisor with or through the steward. The immediate supervisor will make an earnest effort to resolve the grievance and render a decision within 5 workdays. The employee and/or the designated representative must state specifically that the issue is a grievance and request a remedy.

Step 2. If the employee is not satisfied with the intermediate supervisor's decision, the Union or the employee, if self-representation is used may, within 5 workdays, submit a written grievance to the next level supervisor. The written grievance shall identify the employee by name, specify the nature of the grievance, and the corrective action desired. The next level supervisor or designee will meet with the employee and steward and render a written decision within 10 workdays.

Step 3. If the employee is not satisfied with the Step 2 decision, the grievance may be referred for arbitration. Only the Union can invoke arbitration for any grievance filed under this Article.

Section 9. Grievances over disciplinary or adverse actions must be filed within 10 workdays of employee receipt of the written reprimand or decision and will begin at Step 2, Section 8 of this article.

Section 10. Grievances involving alleged Merit Promotion Plan violations or rating or ranking determinations will be processed in the following manner:

Step 1. Within five workdays of the act giving rise to the merit promotion complaint, a written grievance will be filed with the local personnel office explaining why the grievant should have been referred for merit promotion consideration. Email is acceptable. If email is used, the sender will place a follow-up phone call to the local personnel office to insure the grievance has been received. The local personnel office will coordinate the grievance with the appropriate specialist at the regional personnel office in an attempt to resolve the issue. If the complaint has merit, the local personnel office will stop action on the referral list and an appropriate Subject Matter Expert (SME) will review the grievant's resume. No representative of the union will serve as an SME. Personal identifiers will be

removed from the resume before SME review. If the SME determines the grievant should have been on the referral list, the regional personnel office will be advised to amend the referral list by adding the grievant's name. The merit promotion process will continue. If the SME determines the grievant should not have been on the referral list, the merit promotion process will continue after Union notification of the SMB results. In either case, the local personnel office will provide a Memorandum for Record (MFR) to the Union within five workdays after receipt of the written grievance. The MFR will identify the complaint and proposed resolution or provide an explanation as to why no merit violation occurred. The union will be notified if timeframes cannot be met based on availability of the SME or other valid reasons.

Step 2. If the employee is not satisfied with the Step 1 decision, the Union may forward the written grievance and MFR through the Chief of the local personnel office to the Director within 10 workdays of receipt. The Director or designee will meet with the Union and employee within 5 workdays of receipt. The Director or designee will render a written decision within 10 workdays following this meeting.

Step 3. If the Union is not satisfied with the Director's written decision, the union may refer the grievance to arbitration IAW Article 44.

Section 11. Grievances between the Employer and Union over the interpretation or application of the Agreement will be settled in the following manner:

Step 1. The President of the Union or his/her designated representative will meet with the appropriate management official in an effort to resolve the issues. The management official will provide an MFR of the meeting containing a decision within 5 workdays. (Note: Matters having LEMC-wide application will be referred directly to the Director or designee for discussion. For LEMC-wide grievances, the Director or designee will render a written decision within 10 workdays. If the Director or designee's decision is not acceptable, the Union may proceed to Step 3.)

Step 2. If dissatisfied with the Step 1 decision, the Union has five workdays following receipt of the decision to file the grievance with the Director or designee. The Director or designee will convene a meeting with all parties concerned within 5 workdays following receipt of the grievance. The director will render a written decision within 10 workdays of the meeting.

Step 3. If the Step 1 or 2 decision is not acceptable to the Union, the Union may invoke arbitration under the provisions of Article 44.

Section 12. Management grievances will be presented in writing to the Union President IAW Section 7. The Union President will meet with all parties concerned, if requested, and render a decision within 10 workdays of receipt. If management is not satisfied with the President's decision, they may invoke arbitration IAW Article 44.

Section 13. Grievances and/or hearings will be processed or held during the normal duty hours of the day shift. Employees and their representatives will be given a reasonable amount of time, without loss of pay or leave, to prepare and present grievances or attend hearings. This Section also applies to second and third shift employees, and their representatives, who will have their shift hours adjusted or changed. Except as provided in Article 44 (Arbitration), overtime, travel, and per diem are not authorized.

Section 14. Individual grievances may be processed as a group grievance if it is determined that the issues and circumstances are identical in all aspects.

Section 15. An individual grievance may be terminated upon written request of the grievant. A group grievance will only be terminated if all parties agree. Group grievants who withdraw at any step for any reason or remedy will not benefit from any further remedy received by the remaining grievants.

Section 16. All time limits herein may be extended by request of the Union or the Employer, qualifying the need for the extension. Failure of the employee or his/her representative to observe the time limits provided herein shall constitute a basis for termination of the grievance by the Employer unless an acceptable reason is provided for the delay. Failure of the Employer to observe the time limits at the final step before arbitration shall result in the grievance being sustained and the remedial action granted provided it does not violate any law, rule, regulation or this agreement.

Section 17. Subject to the provisions of governing laws, rules, or regulations, the Employer will, upon request, permit Union

representatives to inspect any record used by the Employer in support of management actions upon which a grievance is based.

Section 18. It is the intent of the parties to the Agreement that any dispute subject to the grievance procedure will be fully discussed at each step of the procedure, with the intent of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attacks. Such meetings will provide for the presence of representatives from both parties with direct knowledge of the issues involved.

Section 19. Employees, their representatives and witnesses, will be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and in giving testimony.

Section 20. The integrity of all confidential or privileged information which may be revealed at any step in this procedure will be respected and protected by all parties involved.

Section 21. A file available to both the Employer and the Union will be maintained for each grievance processed under this procedure.

ARTICLE 43
MEDIATION

Section 1. The Parties agree to the use of the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration.

- a. Each grievance/dispute will be dealt with on an individual basis.
- b. The party requesting the use of mediation will submit their request to the other party within five (5) days after receipt of the final grievance decision.
- c. The parties will jointly initiate the request for services of the FMCS.
- d. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
- e. The recommendations of the mediator shall not be used as evidence during any official binding third party settlement procedure.

Section 2. The use of the mediation process will serve to suspend the time parameters for invoking arbitration until one or both Parties decide the mediation process has not been successful. Success is defined by the Parties reaching an agreement that resolves the dispute.

ARTICLE 44
ARBITRATION PROCEDURE

Section 1. Arbitration will be used to settle unresolved grievances arising under Article 42 between the Employer and the Union. Arbitration will be invoked only by the Employer or the Union. Arbitration must be invoked within 15 workdays of receipt of final grievance decisions.

Section 2. The Party invoking arbitration will contact the Federal Mediation and Conciliation Service (FMCS) by methods provided by the FMCS and request a list of arbitrators. The Party invoking arbitration is responsible for payment of the FMCS filing fee regardless of the outcome of the arbitration. A copy of the request to the FMCS will be provided to the other Party. The parties shall meet within ten workdays after receipt of the list of arbitrators. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will alternately strike arbitrator's names until only one remains. The party striking first shall be determined by a coin toss. The remaining name shall be the duly selected arbitrator. The fees and expenses of the arbitrator will be paid by the losing party. Mixed or split decisions (where neither party clearly prevails) will be shared equally by the Employer and the Union. The amount of fees and expenses will be paid based on the scheduled fees and expenses listed on the arbitrator's biographical sketch which is provided by the FMCS. After his/her confirmation, the arbitrator must provide to the parties an itemized list of other scheduled fees.

Section 3. The arbitration hearing may be cancelled at no cost to the Employer or Union provided the arbitrator is notified no later than the cancellation or postponement period specified by the arbitrator. If both Parties agree to cancel the arbitration and that submission to the arbitrator is untimely, both Parties shall equally bear the cost of any late fee to the arbitrator. If either Party is responsible for a late cancellation or postponement, unless mutually agreed otherwise, that Party is responsible for all late cancellation or postponement costs.

Section 4. After the selection of a specific arbitrator is confirmed, the parties shall meet for the purpose of defining the issues to be arbitrated. If agreement is reached on the issue both Parties agree

to provide the arbitrator, at least two weeks prior to the arbitration, with the following:

- a. Copy of the agreed upon issue;
- b. A copy of the existing Collective Bargaining Agreement;
- c. The Grievance file;
- d. The decision at each step of the grievance;
- e. Any Joint exhibits, stipulations and proposed witness list.

If the Parties cannot agree on the issue, then each Party will provide the arbitrator with an issue to be decided at the arbitration and both Parties will jointly submit a-e above. Nothing in this section shall serve as a basis for deferring or canceling the arbitration hearing. Nor shall this section preclude resolution of the grievance at any time.

Section 5. The arbitration hearing will be held at Letterkenny Munitions Center during the regular day-shift hours of the basic workweek. Witness lists will be exchanged two weeks in advance of the scheduled hearing date. The grievant, employee representative, and employee witnesses who are otherwise in a duty status will be granted excused absence from duty to participate in the arbitration proceedings without loss of pay or charge to leave. If a hearing extends beyond the end of the scheduled day-shift hours, the grievant and employee witnesses will be paid overtime if their presence is required. Employee representatives are not entitled to overtime for participation past their scheduled duty hours. If at all possible, employee participants working a night shift will be assigned to the day shift in order to permit their attendance and participation without loss of pay or leave. If such a shift change is not feasible, the employee participants will be paid overtime for the duration of their required attendance.

Section 6. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing. The arbitrator's authority will extend to the interpretation and definition of the explicit terms of this Agreement, the interpretation of agency regulations, provisions of law, or regulations of appropriate authority outside the agency. The arbitrator will not have the authority to add, modify, or delete any terms of this Agreement, as such is the sole prerogative of the contracting parties.

Neither shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify agency regulations.

Section 7. If a threshold issue of timeliness, grievability, or arbitrability is raised by either party, the arbitrator will render a written decision on the threshold issue(s) before conducting a bearing on the merits of the case.

Section 8. The arbitrator's decision will be binding on the parties except when modified or overturned by the Federal Labor Relations Authority acting upon an exception filed by either party. Either party may file exceptions to the arbitrator's decision with the Federal Labor Relations Authority under regulations prescribed by the Authority. If no exception is filed, the arbitrator's decision and remedy will be effected promptly, but not later than sixty (60) days from date of receipt of the decision.

ARTICLE 45
REORGANIZATION AND/OR PLANNED MANAGEMENT ACTION

Section 1. Prior to implementing reorganization or planned management action which affects the movement of employees, appropriate management officials will inform the Union. Whenever possible, at least thirty (30) calendar days advance notice will be given.

Section 2. When a position is abolished because of a reorganization or planned management action, the employee occupying the abolished position will be notified as soon thereafter as possible. When more than one employee occupies identical positions under the same supervisor, the employee with the least retention standing will be identified as excess.

ARTICLE 46
AD HOC TELEWORK

Section 1. In accordance with those provisions of the DoD Telework Guide that apply to ad hoc telework, when practical, the Employer will consider employee requests to work ad hoc telework for medical accommodation.

Section 2. For the purpose of this agreement, ad hoc telework means approved telework performed on an occasional, one-time, or irregular basis while an employee recovers from a serious illness or injury which is expected to last more than 14 calendar days. Employees will only be approved to perform officially assigned duties at an alternative worksite.

Section 3. Ad hoc telework is not a right and may be terminated at will by either the employee or the supervisor.

Section 4. Ad hoc telework will not be used to replace appropriate arrangements for dependent care.

Section 5. Tasks and functions generally suited for telework include, but are not limited to: a) thinking and writing; b) policy development; c) research; d) analysis (e.g. investigating, program analysis, policy analysis, financial analysis); e) report writing; f) telephone-intensive tasks; g) computer-oriented tasks (e.g. programming, data entry, word processing, web page design); or h) data processing.

Section 6. At a minimum, the employee must possess the following work-related characteristics, as determined by the supervisor, for approval of ad hoc telework: a) demonstrated dependability and the ability to handle responsibility; b) a proven record of high personal motivation; c) the ability to prioritize work effectively and utilize good time management skills; and d) a proven or expected minimum performance rating of "fully successful", or equivalent.

Section 7. If approved, the employee will be required to comply with a locally developed Telework Policy, to include, but not limited to,

executing an Ad Hoc Telework Agreement and an Alternative Workplace Safety Checklist prior to commencement of any ad hoc telework arrangement.

ARTICLE 47
PUBLICIZING THE AGREEMENT

Section 1. Within a reasonable time following the effective date of this Agreement, the Employer will initiate action to have the approved Agreement posted on the local Intranet. An email will be sent to all users advising them the Agreement is available on the Intranet and will also advise all users by email of changes made during the life of the Agreement.

Section 2. As a part of their orientation, newly hired bargaining unit employees will be advised the Agreement is posted on the local Intranet.

Section 3. The Employer agrees to provide the Union with (25) twenty-five copies of the new agreement.

ARTICLE 48
EFFECTIVE DATE AND TERM

This Agreement, as executed by the parties shall remain in full force and effect for a period of three years from date of approval. Date of approval is as specified in Section 7114(c) (1), (2), and (3), Chapter 71, Title 5 U.S. Code. This Agreement shall automatically extend for one year periods unless either party shall notify the other party in writing not more than 105 calendar days or less than sixty calendar days prior to the expiration date of either party's desire to terminate or renegotiate this Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

IN witness whereof, the parties hereto
have executed this agreement on this
date: 16 December 2008

Signed By:

FOR THE EMPLOYER: Chief Management Negotiator
Management Negotiator

FOR THE UNION: Chief Union Negotiator
Union Negotiator

Under Authority delegated by the Secretary of the Army, this Agreement
is executed for the Department of the Army.

Signed By: Colonel, U.S. Army, Commanding

Approved: 6 January 2009