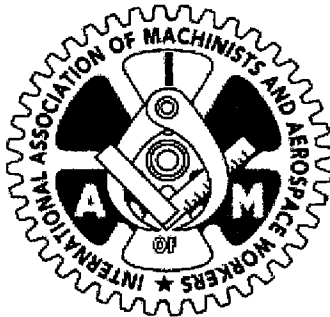


AGREEMENT OF



US ARMY GARRISON, ABERDEEN PROVING GROUND
AND
US ARMY ABERDEEN TEST CENTER
AND
US ARMY ORDNANCE CENTER AND SCHOOLS
AND
US ARMY RESEARCH LABORATORY
AND
KIRK US ARMY HEALTH CLINIC
AND
US ARMY DENTAL CLINIC

WITH



LODGE 2424
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

EFFECTIVE: 20 November 2003

THROUGHOUT THIS AGREEMENT THE WORD "HE" IS INTENDED TO INCLUDE BOTH THE MASCULINE AND THE FEMININE GENDERS: EXCEPTIONS WILL BE NOTED.

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FOREWORD

(This information is for guidance only.)

The Federal Labor Relations Authority, in decisions concerning management's right to assign work under Section 7106 of the Federal Labor-Management Relations Act, has determined that management's rights include how work will be performed, and the responsibility to identify the person(s) who shall perform the work. "Person" means one or more employees, whether a supervisor, or a non-supervisor. The Authority concluded that identifying the manager who would do specific duties in a negotiated labor Agreement interfered with management's right to assign work.

Based on these rulings, this Agreement substitutes the term "Employer", where the words "supervisor," "immediate supervisor," or "Division Chief" have been used in Agreements between the Parties dating back to 1973, unless ambiguity would result. The term "Employer" as used in this Agreement applies two ways:

First, it means the Activities who employ the people represented by the Union through its Shop Stewards, Chief Stewards (or duly designated Alternates), and other officers of the Union.

Second, as understood from the context and application of any section or sections of this Agreement, it means the individual who exercises managerial responsibility for the head of an employing Activity. This is usually the immediate supervisor of a group of employees, or supervisor or several groups, such as a Branch or Division Chief. Normally, it means that an employee would be assigned to one immediate supervisor, who would be responsible (or make recommendations about) approving leave, appraising performance, initiating disciplinary actions, assigning and directing work, or other similar functions. The Employer, for good reason, may designate another appropriate official in place of the immediate supervisor or other higher-level management official when circumstances warrant.

Normally, the Employer will inform an employee who the management official responsible for exercising these responsibilities is. Each employee covered by this Agreement, therefore, should turn to that individual for information about the functions described above, application of the Agreement, or to file a grievance with the assistance of the Union, as appropriate, if the employee has reasonable cause to believe this Agreement, or other appropriate regulation, personnel policy, practice, or working condition, has not been properly applied to the employee.

The Employer will notify the Union of the individual who will process grievances at Step 1 and Step 2 of the grievance procedure.



PREAMBLE

In compliance with the policy set forth in Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454), signed by the President of the United States on 13 October 1978, and other pertinent provisions of the Act, hereinafter referred to as the CSRA of 1978, this Agreement is made by and between the U.S. Army Garrison, Aberdeen Proving Ground (USAGAPG) and other Parties to this Agreement as defined in Article 2, hereinafter referred to as the "Employer" and Lodge 2424 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union", and jointly referred to as the "Parties". In consideration of the mutual covenants herein set forth, the Parties recognize:

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS this Agreement will facilitate and encourage the amicable settlement of disputes between the employees and the Employer, and between the Union and the Employer, involving conditions of employment; and

WHEREAS labor organizations and collective bargaining in the civil service are in the public interest, the Parties intend that this Agreement prescribes certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government, now therefore, the Parties intending to be bound hereby, agree as follows:

ARTICLE 1
PURPOSE

Section 1.01. The purpose of the Agreement is to:

- a. Identify the Parties to the Agreement and define their respective roles and responsibilities under the Agreement.
- b. State the policies, procedures and methods that will hereafter govern the working relationships between the Parties.
- c. To provide means for amicable discussions and adjustment of matters of mutual interest.

Section 1.02. It is intended that this Agreement will meet the following purposes:

- a. To promote progressive work practices and to facilitate improved employee performance and efficiency.
- b. Insure employee participation in the formulation and the implementation of personnel policies and procedures affecting employees.
- c. Promote employee-employer cooperation in adjusting disputes, grievances, and appeals.

ARTICLE 2
RECOGNITION AND UNIT DETERMINATION

Section 2.01. The Employer recognizes the Union as the exclusive representative of all employees in the Unit covered by this Agreement.

Section 2.02. The Union accepts the responsibility of representing all employees in that Unit without discrimination and without regard to labor organization membership.

Section 2.03.

a. The Unit to which this Agreement is applicable is described as follows, per amended certification issued by the Federal Labor Relations Authority:

Unit 1: All eligible Wage Grade employees of the U.S. Army Research Laboratory, Aberdeen Proving Ground, Maryland, excluding all supervisors or managerial employees, and class act employees, any other employees to whom exclusive recognition has been granted, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Unit 2: All non-supervisory Wage Grade employees assigned to the U.S. Army Garrison, Aberdeen Proving Ground, and the U.S. Army Aberdeen Test Center, Maryland, excluding management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Unit 3: All non-supervisory Wage Grade and General Schedule employees of the U.S. Army Medical Department Activity with a duty station at Kirk U.S. Army Health Clinic, Aberdeen Proving Ground, Maryland, excluding management officials, supervisors, guards, any other employees to whom exclusive recognition has been granted, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

Unit 4: All non-supervisory Wage Grade and General Schedule employees of the U.S. Army Dental Activity with a duty station at Kirk U.S. Army Health Clinic, Aberdeen Proving Ground, Maryland, excluding management officials, supervisors, guards, any other employees to whom exclusive recognition has been granted, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

Unit 5: All non-supervisory Wage Grade employees of the U.S. Army Ordnance Center and Schools, Aberdeen Proving Ground, Maryland, excluding management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

b. Questions concerning future composition of the Bargaining Unit may be submitted by either Party, or by the Parties jointly, to the Federal Labor Relations Authority, for a decision.

ARTICLE 3
MEET AND CONFER PRIVILEGES

Section 3.01. The Employer will not unilaterally change any provision of this contract or implement any new regulations or practices, which are within the discretion of the appropriate activity commander without affording the Union opportunity to bargain concerning the basic change and/or the impact and implementation of this change to the extent consonant with law and regulation. These matters include but are not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, leave practices, promotion plans, demotion practices, pay practices, reduction-in-force practices, hours of work, and appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

Section 3.02. It is recognized that certain matters involving working conditions have not been specifically covered in the Agreement, but this does not lessen the responsibility of either Party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not otherwise covered by this Agreement.

Section 3.03. The Employer agrees that any benefit, practice, or understanding now in effect will not be changed during the life of this Agreement unless such change is negotiated by the Parties except for those benefits, practices, and understandings that are contrary to any law, rule, regulation or published policy, and Executive Orders or Public Law 95-454.

Section 3.04. The Parties will meet and negotiate during normal working hours unless the Parties agree to other conditions. The Parties agree to meet at reasonable times for discussion of matters of mutual concern to the Parties. Discussions may be informal such as between an Employer representative and Stewards/Chief Stewards, and Chairman of the Union Shop Committee, and take place as the need arises.

Section 3.05. When discussions on any issue indicate a need for negotiations, and the issues do not involve an amendment of the Agreement as provided for in Article 39, a negotiation meeting will be scheduled within 10 calendar days.

ARTICLE 4
MUTUAL RIGHTS AND OBLIGATIONS

Section 4.01. The Employer and the Union agree to comply with Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454) and all other pertinent provisions of the Act.

Section 4.02. In the administration of all matters covered by this Agreement, the Employer, the Union, and the employees are governed:

- a. By existing or future laws and by the regulations of appropriate authorities, including policies set forth by the Office or Personnel Management;
- b. By published agency or Government-wide policies and regulations in existence at the time this Agreement was approved; and
- c. Executive orders and subsequently published agency or Government-wide policies and regulations which do not conflict with the Agreement, which are, agreed to supplemental written Agreement, which are, required by law to be applicable to prior existing Agreements, or which are authorized by the terms of a controlling Agreement at a higher agency level.

ARTICLE 5
EMPLOYER RIGHTS

Section 5.01.

a. It is agreed and understood the customary and usual rights, powers, functions and authority of management are vested in the Employer by Section 7106 of Public Law 95-454. For members of the Unit the Employer retains the right to:

(1) Determine the mission, budget, organization, number of employees, and internal security practices; and

(2) In accordance with applicable laws, to:

a. Hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action;

b. Assign work, make determinations with respect to contracting out, and determine the personnel by which operations shall be conducted;

c. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and

d. Take whatever actions may be necessary to carry out the mission of the Employer during emergencies.

b. Nothing in this Article shall preclude the Employer from negotiating with the Union, 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 on the technology, methods, and means of performing work;

(1) Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

(2) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 6
EMPLOYER OBLIGATIONS

Section 6.01. The Employer will assure that there will be no discrimination or favoritism in the selection, reclassification, promotion, or reassignment of employees or in other terms and conditions of employment because of age, sex, race, color, religion, national origin, lawful political affiliation, marital status, handicapping condition, membership in or activity on behalf of the Union, or lack of membership or activity on behalf of the Union.

Section 6.02. The Employer shall take appropriate measures to insure that all employees are apprised of all rights under Title VII of Public Law 95-454 and that no action is taken by members of management that will either encourage or discourage membership in the Union.

Section 6.03. The Employer will recognize representatives of the Union in accordance with this Agreement, Public Law 95-454, and other applicable laws and regulations. The Employer shall annually inform all employees in the Bargaining Unit of their right to Union representation at any examination of an employee in the Unit by a representative of the agency in connection with an investigation if (also referred to as "Weingarten" rights):

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
- b. The employee requests representation.

Section 6.04. The Employer will apply the provisions of the Agreement and all regulations to all employees in the Unit.

ARTICLE 7
UNION RIGHTS

Section 7.01. The Union is the exclusive representative of the employees in the Unit described in Article 2 of this Agreement and is entitled to act for and represent the interest of all employees in the Unit without discrimination and without regard to labor organization membership, to include the negotiation and renegotiation of this Agreement as specified in Articles 3 and 4.

Section 7.02. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment, or

b. Any examination of an employee in the Unit by a representative of the agency in connection with an investigation where:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) The employee requests representation.

Section 7.03. Representatives of the Union have the right to interview any employee of the Unit in connection with an appeal or grievance. To the extent that employee(s) and/or the representative is in official duty status, such interviews shall be conducted without charge to leave or loss of pay.

Section 7.04. The rights of the Union shall not preclude an employee from being represented by an attorney or other representative other than the exclusive Union of the employee's own choosing in any grievance or appeal action or exercising grievance or appellate rights established by law, rule, or regulations except that this right of choice does not extend to any matter pursued under the grievance procedure negotiated in this labor Agreement (Article 25). In the event an employee decides to have someone represent him other than the Union, the Union obligations will extend only to the right to have a representative present as an observer at all stages of a grievance or hearing to assure that any settlement of the grievance is consistent with the provisions of the Agreement, subject to the rulings of the judge or hearing examiner, and in the case of complaints, subject to the consent of the complainant.

Section 7.05. The Union has the right to designate one person from the Bargaining Unit to serve as an employee's representative, or advisor to the employee's representative, in a hearing or hearing-related proceeding before the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or Office of Workers' Compensation Programs of the Department of Labor. Official duty time is authorized to the Union's designee for such participation.

Section 7.06. The Union is not obligated to represent nonmembers in discrimination complaints or statutory appeals of disciplinary actions any further than 1st step unless otherwise approved by the membership.

ARTICLE 8 EMPLOYEE RIGHTS

Section 8.01. Under Section 7102 of Public Law 95-454, each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided, such right includes the right:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees of the Bargaining Unit.

Section 8.02. Employees shall annually be apprised of their rights as expressed in Article 7.02b (1) and (2) of this Agreement, and are assured of their right to exercise these rights without interference, restraint, and coercion, of discrimination.

Section 8.03. It is understood that in most cases discussions between shop stewards and employees will be conducted in the employee's work area. In those cases where the shop steward cannot visit the employee's work area for any valid reason, the employee will be promptly excused, without loss of pay or leave, to visit the shop steward to discuss the complaint unless there are compelling work-related reasons to the contrary. In those instances the employee will be notified by the Employer that he may meet at the earliest possible time thereafter.

Section 8.04. Employees who have a grievance, may use reasonable amounts of official time without charge to leave or loss of pay, for such purposes as securing advice on rights and privileges under this Agreement and governing regulations, attending grievance hearings and meetings in accordance with Article 25, arranging for witnesses who are employees of APG who are on duty, and for obtaining such other information or assistance pertaining to his grievance which can be obtained only during working hours. Travel between the Aberdeen Area and the Edgewood Area of APG as authorized under terms of this Agreement is not precluded. Use of reasonable official time is subject to workload restrictions.

Section 8.05. The rights of the Union under the provisions of this Agreement shall not be construed under Section 7114(a)(5) of Public Law 95-454 to preclude an employee from:

- a. Being represented by an attorney or other representative, other than the Union, 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 that this right of choice does not extend to any matter pursued under the grievance and appeal procedures negotiated in the Agreement (see Article 25).

Section 8.06. It is agreed that no official of management or the Union shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee, witness, or his

representative for appearing, testifying, or furnishing evidence in connection with any activity allowed under this Agreement, Public Law 95-4545, and Executive Order cited in this Agreement.

ARTICLE 9
UNION REPRESENTATION

Section 9.01. The Employer will recognize the Shop Stewards and Alternate Shop Stewards duly authorized by the Union. The number of Shop Stewards and their alternate shall be by the number reasonably required to assure or afford each employee of the Unit ready access to a Shop Steward in his work location. In the temporary absence of the assigned Shop Steward of a work area the Alternate Shop Steward will serve as a substitute.

Section 9.02.

a. The Employer will recognize a reasonable number of Chief Stewards designated by the Union. In the interest of promoting efficiency, improved employee performance, and improving the relationship between the Parties, the Union will establish the areas to be represented by the Chief Stewards to coincide with the official organizational structure of the employing activity to the extent practicable.

b. Normally an employee who serves the Union, as Chief Steward, shall exercise his representational responsibilities within the activity in which he is employed. The Parties recognize, however, that on occasion, an activity may not have an employee serving in any representational capacity. Therefore, the Employer agrees that the Union may designate a Chief Steward from one activity to represent one or more employees, or the interests of the Union, in the activity without a representative.

(1) The Union will provide the Employer with a written designation assigned to the activity, to provide for continuity in representational effort. The Union will advise the Employer in writing upon any change of its assigned Chief Steward.

(2) The Union agrees that it will continue to seek an employee representative within the activity without one, in order to minimize the need to exercise the authority provided by "b" above.

c. The Chairman of the Union Shop Committee, and the Assistant Chairman of the Union Shop Committee, may enter any activity comprising the Bargaining Unit to discharge their representational responsibilities to employees and the Union.

d. The arrangement for "crossing activity lines" as described in "b" above for Chief Stewards, does not apply to employees serving the Union in capacity of a Shop Steward (or Alternate).

Section 9.03. The Employer recognizes that the President of the Lodge, together with another individual designated by the Union, serve as Chairman and Assistant Chairman, respectively, on the Union Shop Committee. Also, that the temporary absence of an assigned Chief Steward because of reasons such as taking leave and temporary duty away from the activity, the Assistant Chairman serves as the Chief Steward. In recognition that improvements in employee management may be brought about through constructive activities on the part of the Chairman and the Assistant Chairman, the Employer will allow official duty time as specified below for these officials to fulfill their obligations as stated in this Agreement and to perform such other

representational duties as may be required. It is recognized by both Parties that Union representatives have dual responsibilities to the Union and the Employer, and such representatives will be advised by both Parties of these responsibilities. The Chairman and Assistant Chairman of the Union Shop Committee may assist Shop Stewards and Chief Stewards in fulfilling their obligations to employees within the Unit provided such Shop Stewards and Chief Stewards need such assistance to process problems they are not familiar with. It is understood and agreed that such assistance shall not interfere with or substitute for services normally within the purview of the Shop Steward or Chief Steward. The Union agrees to guard against the use of excessive time by these officials. The Employer agrees that the Chairman may utilize existing telephone facilities for non-toll calls for representational purposes. A filing cabinet, if available, for storage of pertinent papers incidental to his office, and reasonable space for the filing cabinet will be provided for the purpose of this section reasonable time for the Chairman and Assistant Chairman of the Union Shop Committee is defined as follows:

a. Chairman – Fifty percent (50%) of available official duty time, if needed, to carry out representational duties, to be used in the afternoon hours, unless other arrangements are mutually agreed upon between the Union and the Employer. Fifty percent (50%) is the maximum duty time available for all representational duties performed by the Chairman of the Union Shop Committee under the terms of this Agreement and is non-cumulative. However, when the Chairman is prevented from performing the duties of his office by the Employer, the Employer will make provision for the Chairman to use an alternate time. Under this circumstance, the Employer and the Chairman shall immediately and mutually schedule an alternate date (or dates) and time for the Chairman's use not later than 30 calendar days after the date (or dates) of the constraint. Official duty time spent in negotiations with the Employer, under Section 7131(a), Title 5, United States Code (U.S.C.), and Sections 9.16 a to c of this Article, or as determined by the Federal Labor Relations Authority, under 5 U.S.C. 7105, is excluded from the 50% limit.

b. Assistant Chairman – Twenty-five percent (25%) of available official duty time, if needed, to carry out representational duties, to be used in the afternoon hours, unless other arrangements are mutually agreed upon between the Union and the Employer. Twenty-five percent (25%) is the maximum duty time available for all representational duties performed by the Assistant Chairman of the Union Shop Committee under the terms of this Agreement and is non-cumulative. However, when the Assistant Chairman is prevented from performing the duties of his office by the Employer, the Employer will make provision for the Assistant Chairman's to use an alternate time. Under this circumstance, the Employer and the Assistant Chairman shall immediately and mutually schedule an alternate date (or dates) and time for the Assistant Chairman's use not later than 30 calendar days after the date (or dates) of the constraint. Official duty time spent in negotiations with the Employer, under Section 7131(a), Title 5, United States Code (U.S.C.), and Sections 9.16 a to c of this Article, or as determined by the Federal Labor Relations Authority, under 5 U.S.C. 7105, is excluded from the 25% limit.

c. In the absence of the Chairman, the Assistant Chairman, Union Shop Committee, the Assistant Chairman, Union Shop Committee, will assume the Chairman's position and be allowed time as provided in "a" above. The Employer agrees that if the Assistant Chairman will serve in the absence of the Chairman more than two consecutive duty days, the Union may designate an employee to serve as Assistant Chairman.

d. It is understood that incoming phone calls at the worksite in the conduct of representational duties may be required and will not be charged to time limits stated above.

e. Dual or multiple positions shall be treated as one position in regard to the time limits stated above.

f. If a formal negotiation session extends more than four hours on a day, or on consecutive days, the Union may designate one of the Union Shop Committee to discharge the representational duties of those officers on days that those two officers are engaged in negotiations. The Employer will grant official duty time to the substitute for that purpose. This arrangement does not apply on any day in which the negotiation session is ended within the four-hour period for any reason.

Section 9.04. The Union shall supply the Employer, in writing and shall maintain with the Employer on a current basis, a complete list of all authorized Shop Stewards, Chief Stewards, the Union Shop Committee Chairman and assistant Chairman, together with the designation of the work areas or group of employees each is authorized to represent. The Union will correct any errors. Upon notification, the Shop Steward's appointment will be effective immediately. Newly appointed Chief Stewards will bear a copy of the letter of designation from the Union and provide same when performing representational duties with the Employer during the 5-workday period following their designation. The Union agrees that it shall not designate an employee who is initiating a grievance, or one who is under formal investigation or formal notice of disciplinary or adverse action, as a representative for the Union, pending resolution of the matter.

Section 9.05. The Employer will recognize the officers of the Union and the Union shall keep the Employer advised in writing of the name of its officers.

Section 9.06. The Union agrees that it will guard against the use of excessive time and will encourage all employees in the Unit to engage only in such activities as are authorized by the Agreement or appropriate regulations. Official duty time authorized in this Agreement for employees who serve as a Chief Shop Steward, Shop Steward, Alternate Steward, Secretary/Treasurer, Chairman of the Union Shop Committee, or Assistant Chairman of the Union Shop Committee, or officer or member of the Union's Negotiating Team, will be charged against specific cost codes made available for this purpose by the Employer.

Section 9.07. The Chairman and Assistant Chairman of the Union Shop Committee, and Shop Stewards and Chief Stewards, and their Alternates, when desiring to leave the work area during hours to perform representational duties in accordance with this Agreement, shall first notify the Employer of the need to leave the work area and will, at that time, state the destination, building number (if known), work location, phone number (if known), and type of representational duty to be performed. If other areas are visited, the representative will so inform the Employer by phone prior to leaving his original destination. The Employer shall grant the requested authority promptly except in case of stated compelling reasons to the contrary. If entering a shop or work area other than their own, such personnel will make prior arrangements with the Employer to visit the shop or area to meet with one or more employees. The representative will report personally to the Employer after the completion of the representational duties, unless other arrangements are made with the Employer.

Section 9.08. The Chairman of the Union Shop Committee, Recording Secretary/Treasurer, and the Assistant Chairman of the Union Shop Committee, if employees of the Unit may be on the day shift Monday through Friday except for those assigned to a rotating shift. Such officers will be the last employee within his job description to have his shift changed and the first to be returned. Exception may be made on a temporary basis in cases involving job continuity or the need for special skills. Changes affecting such officers will be discussed in advance in a continuing effort to avoid misunderstandings. The intent of this section is to avoid, to the extent possible, the changing of such officers from the day shift, Monday through Friday, to some other shift.

Section 9.09.

a. Shop Stewards and Chief Stewards may be changed from one organization (cost center) to another during the tenure of their stewardship and, except for those assigned to rotating shifts, their work shift and basic workweek would be the day shift, Monday through Friday. In regard to rotating shifts, duly authorized Chief Stewards may remain on the day shift, Monday through Friday, provided that:

- (1) It does not effect the mission of the Employer.
- (2) It will not effect the normal rotation of all other employees.
- (3) There are sufficient employees to accomplish the night shift assignments.
- (4) There is work for him to perform on the day shift in his classification.

(5) If the foregoing requirements permit, their schedules may be adjusted upon request to allow participation in scheduled Union Seminars and course at the Placid Harbor Education and Technology Center. Such an adjustment shall be official time as regulated by the other relevant provisions of this agreement.

b. The Shop Steward and Chief Steward may be the last employee with his job description transferred to have his shift changed and the first to be returned. Exceptions may be made on a temporary basis in cases involving job continuity or the need for special skills. Changes affecting Chief Stewards and Shop Stewards will be discussed in advance in a continuing effort to avoid misunderstandings.

Section 9.10. The Parties recognize that the Chairman, and the Assistant Chairman, of the Union Shop Committee may, from time to time, receive visits from Union representatives who are not employees of the bargaining unit. The Chairman and Assistant Chairman may meet with those visitors within their respective percentage of official duty time defined in Section 9.03, above. If additional time is desired, the Employer may grant annual leave, or Leave-Without-Pay, if requested by the employee(s). The Employer will make necessary arrangements for employee and non-employee Union representatives to enter any work area for the purpose of transacting appropriate Union business subject to the Employer's visitor control and security procedures.

Section 9.11. Employees who are recognized Union representatives shall at all times have the right to advance the best interest of and fully protect employees as provided for in this

Agreement and by personnel regulations, and no representative shall be restrained, coerced, intimidated, or discriminated against because of such authorized representational activities. No employee shall be denied any right or privilege otherwise entitled to because of his serving as a Union representative.

Section 9.12. Regulations pertaining to personnel policies, practices, or working conditions will be made available to any employee who is a representative for the Union, to the extent the regulation is readily available, upon reasonable advance notice, in his respective work area or to be allowed time to review such regulations at an appropriate location designated by the Employer.

Section 9.13. The rights described in this Agreement do not extend to participation in the management of the Union or acting as a representative of the Union where such participation or activity would be incompatible with law. If a Union official, Chief Steward, Shop Steward, or Alternate Shop Steward, is designated as a supervisor, such official, Chief Steward or Shop Steward, or alternate will, during the period he is performing as a supervisor, relinquish all activities and duties as a Union official.

Section 9.14. The Secretary/Treasurer of the Union shall be allowed 40 hours of duty time, without charge to leave or loss of pay, to be used at the discretion of the Secretary/Treasurer, subject to mission requirements of the Employer, each calendar year in duration of this Agreement, to prepare financial documents required by the Union to conform to public law.

Section 9.15. The Employer agrees to grant 1300 hours of official duty time each contract year (not to exceed 40 hours per employee) for Union-sponsored training for employees designated by the Union to serve in a representative capacity for the Union as Chairman or Assistant Chairman, of the Union Shop Committee, Chief Steward, Shop Steward, or duly designated Alternate. The Union may schedule these sessions at its discretion, unless the date(s) selected would excessively interfere with mission accomplishment of the Employer. In order for the Employer to grant official duty time under this provision, the Union agrees that:

a. Official duty time is restricted to representational duties under this agreement, or functions designated by the Federal Labor Relations Authority (FLRA), and specifically exclude internal Union business as defined by statute.

b. Time usage related to Partnership Charter duties are independent of this agreement and is a subject to be dealt with by the Partners under the relevant provisions of any charter dealing with the duties and obligations of that relationship.

c. Employees who are designated under this agreement to serve as representative shall be eligible for Union training. At least 15 calendar days before training sessions, the Union President will furnish a written notice to a management point of contact (POC), normally the Director, Civilian Personnel Advisory Center (CPAC). This notice will list scheduled attendees by name and organization, their immediate supervisor and telephone number of the worksite.

d. The notice will also indicate the number of hours involved and the location of the training session. If during training, circumstances such as illness, necessitates a change in status from official time to a leave category, the Union will promptly notify the management POC to

allow coordination with the employee's leave approving official to establish the correct leave status.

e. If the Union does not provide notice to the contrary, it shall be presumed that all listed employees attended training and used official time as indicated.

Section 9.16.

a. The Employer agrees that each employee who is designated by the Union to serve on the Union Negotiating Team shall be granted 27 hours of official duty time to prepare for negotiation of the Agreement upon its expiration as described in Article 39.

b. If midterm bargaining is required to amend the Agreement, the Employer shall grant each employee designated to serve on the Union Negotiation Team 14 hours of official duty time for the duration of this Agreement to prepare for such midterm bargaining to be used at the Union discretion.

c. The Parties recognize that the Employer may, during the time this Agreement is in effect, propose change to local regulations, which have substantial impact on personnel policies, practices, and working conditions affecting Unit employees. The Union will be offered the opportunity to bargain concerning the impact of the change and procedures, or other appropriate arrangements, to implement the change:

(1) If bargaining is appropriate, employees who are designated members of the Union Negotiating Team shall be authorized up to four (4) hours of official duty time per regulation sought to be changed by the Employer to prepare for negotiations. Official duty time for such review shall be within the total time negotiated between the Parties for representational purposes under authority of Section 7131(d) Title 5, U.S.C., as expressed in this Article.

(2) The Union may waive the need for negotiations by advising the Employer in writing of its acceptance of the change. If the Union desires to negotiate about any change, it will notify the Employer in writing of its intent within fifteen (15) calendar days of receipt of the proposed change. Upon written request from the Union, the Employer will meet to discuss the proposed change prior to the expiration of the fifteen (15) calendar day time limit. If the Union wishes to negotiate with its proposals or counter proposals in writing five (5) workdays in advance of scheduled negotiations.

Section 9.17. Shop Stewards may be allowed use of official telephones of the Employer for on-post calls related to their responsibilities in administering this Agreement, subject to official work-related requirement of the Employer.

Section 9.18. Union representatives may not use duty time for the purpose of lobbying elected officials. However, as part of the training program for union officials, duty time may be used to meet and confer with elected officials. The balance of any time used above the allotted official time amount shall be subject to a liberal leave policy by the Employer.

ARTICLE 10
BASIC WORKWEEK, HOURS OF WORK, AND SHIFT WORK

Section 10.01. Unless otherwise provided by an activity for its employees in the bargaining unit, the basic workweek for employees of the Unit is either five eight-hour days extending from 0800 to 1630 Monday through Friday or a Uniformed Compressed Work Schedule which follows the 5/4-9 Compressed Work Schedule model, with a half-hour unpaid lunch period normally scheduled for 1200-1230 hours (as supplemented by the Memorandum of Understanding between IAM&AW Local 2424 and USAGAPG dated 27 Jan 98 and the Memorandum for Garrison Work Force, subject: Mandatory Compressed Work Schedule-Voting Results and Implementation Notification dated 27 Jan 98). The Employer will consider security, safety and mission requirements when determining the appropriate tour of duty. Each scheduled workday normally will have a scheduled lunch period which will not be deviated from except when required for the protection of health or property, to expedite critical test operations, or as otherwise permitted in this Agreement. See the chapter of this Agreement for specific tours of duty applicable to the activity covered by that chapter. The Employer agrees to give the Union advance notice prior to changing the basic workweek or hours of work and to meet on request with the Union to discuss recommendations concerning any such arrangement.

Section 10.02. An employee in the Unit shall serve on a tour of duty in an administrative workweek. The terms "tour of duty" and "administrative workweek" shall be defined in appropriate law, rule, or regulations, (or as amended). For general understanding of this Article, however, "administrative workweek" is a period of 7 consecutive calendar days designated in advance by the Employer. A "tour of duty" is both the "hours of the day" (i.e., a daily tour of duty) and the "days of the administrative workweek" (i.e., a weekly tour of duty) that constitute the employee's regularly scheduled administrative workweek. When the Employer determines a change in an employee's daily or weekly tour of duty is required to meet mission requirements, the employee shall be given a minimum of 7 calendar days advance notice. An exception to the notice period will be made when:

- a. The Employer would be handicapped in carrying out its mission, or
- b. Costs would be substantially increased, or
- c. The employee voluntarily waives the notice period.

Section 10.03. When possible, employees will be scheduled for two consecutive days off, preferably Saturday and Sunday.

Section 10.04. When three continuous shifts are established, employees thereon will be allowed time, not to exceed 20 minutes, to eat lunch-on-the-clock at a time that least interrupts operations, provided the employees remaining close proximity to their work station. Deviations from the above practice will only be made when compelling circumstances so dictate.

Section 10.05. The selection of qualified employees for assignment to night duty shall be made on the following basis:

- a. First – those volunteering for a particular night shift.
- b. Second – rotating among all other employees of the organizational element with the same job title and pay level.
- c. In the event there are more volunteers than needed, employees will be selected in accordance with individual seniority, based on Service Computation Date (SCD). The employee with the lowest seniority shall be the first one scheduled, and so on in ascending order of the SCDs.
- d. It is understood that a voluntary tour of night shift work does not exempt an employee from rotating to night shift duty along with other employees after he has requested to be taken off the night shift. Records will be kept of all such assignments and will be made available for review upon request by the Union. Exceptions may be made, for example, due to the character of the work, special skills of the employee, or training, and for rotational shifts where it is customary for employees to rotate through the night shift.
- e. Selection for tours of duty which include Saturday and/or Sunday work may be made on the same basis as above for night shift work.

Section 10.06. The Parties agree that individual employees may require minor adjustment in their daily tour for good reason. The Employer's interest in such adjustments demands that mission accomplishment and organizational effectiveness are not impeded. The Union's interest demands that their exclusive recognition and this Article are not compromised by wholesale approval by the Employer of individual requests. Employees requesting adjustments to permit participation in carpooling or vanpooling arrangements must:

- a. Agree to waive any period for personal clean-up (i.e., "wash-up time") at the close of the duty day, if such waiver will foster the requester's ability to achieve the desired adjustment. The intent of this provision is that an employee's request will normally not be honored if it means pulling an entire crew off the job, or pulling the requester off the job, solely so that the requester can "wash-up" prior to leaving. An exception is those employees involved with hazardous materials will be afforded wash-up time for safety purposes.

- b. Submit a written request through supervisory channels to the head of the activity who may concur (or non-concur) after consideration of the following criteria:

- (1) The normal tour of duty of the majority of other employees, if any (for example, an employee requesting an adjustment to share a ride must furnish co-rider's names, work location, and telephone extension for verification).

- (2) Safety factors involved in working alone.

- (3) Security implications for safeguarding classified documents or material.

(4) Whether adjustment would impede mission accomplishment.

c. Requests which cannot be approved by the head of the activity will be returned to the employee with an explanation for the disapproval.

ARTICLE 11 OVERTIME

Section 11.01. Overtime work shall be paid for at the appropriate overtime rates in accordance with current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled.

Section 11.02. To the extent practicable, an employee shall be scheduled to work overtime in advance of the regularly scheduled administrative workweek in which the overtime is to be worked. When there is frequently recurring overtime, the Employer shall make a form available at the organizational area to which the employee customarily reports on a regular basis (that is, "the shop"), on which the employee may voluntarily register to show his or her availability to perform overtime work in the following administrative workweek. Emergency overtime shall not be counted against the employee's cumulative total for the year. Only the employee may enter his or her name on the roster:

- a. Any employee indicating his or her availability is expected to report unless, for good reason acceptable to the Employer, the employee is excused from reporting by the Employer. Those employees present during their normal tour of duty and who do not initial to indicate his/her availability for overtime, will be annotated in the shop's cumulative overtime record as refused.
- b. If the employee is unable to locate a substitute as provided elsewhere in this Article, and is not excused, the employee is expected to report for the overtime assignment.
- c. The Employer shall maintain a cumulative overtime record by shop on a six-month calendar basis showing employees by name and overtime hours worked or refused. The qualified employee with the lowest number of overtime hours worked as of the date of the overtime will be the first employee assigned, and so on in turn in ascending order from the employee with the next lowest number of overtime hours as determined from the shop's cumulative overtime record. Overtime will be distributed (offered) as equitably as possible by title, series and grade; usage will be reviewed on an annual basis, from the effective date of this agreement and, within the parameters of this agreement, should be substantially equal. The Employer will determine the qualifications and skills necessary to the work to be performed, however, and may "bypass" an employee on the roster, if appropriate, for example, for job continuity.
- d. When the overtime work available exceeds the number of employees on the availability roster the Employer, may, at its discretion, seek additional volunteers from among those employees who had not previously indicated availability, seek other qualified volunteers, or may direct employees to work the overtime.
- e. An employee may request at any time to be excused from consideration for overtime work for an extended period, for good reason acceptable to the Employer. The request must be in writing. Normally, the Employer will honor the request, subject to mission requirements and exigencies of the public business.

f. When a new employee reports to a shop (this includes reassignment from one cost center to another), his overtime will be computed as if he had worked as many overtime hours as the employee who has the highest number of hours with the same shift, job title, and grade. This also applies to an employee returning from a period of "light duty" of any duration, or Absence-Without-Leave (AWOL) of any duration.

g. An employee assigned to "light duty" due to illness or injury shall not work overtime in the duties giving rise to the "light duty" status, but may work overtime in the "light duty" assignment, if ordered and approved by the Employer.

h. Any employee denied overtime assignments shall be advised by the Employer on request of the reasons therefore.

Section 11.03. When employees are loaned to a particular shop for the purpose of supplementing the work force of the shop on a continuing basis (40 or more consecutive hours), and overtime is required of the employees of the shop, the employees loaned will be given consideration for the overtime. All overtime worked by "loaned" employees will be maintained in the employee's normal shop, not by the shop where "loaned."

Section 11.04. An employee may be relieved of an overtime assignment upon request, provided the employee secures the consent of another qualified employee who possesses the skills required for assignment who is willing to substitute for him, and the Employer agrees to the substitution. If an employee is relieved of an overtime assignment at this request, the hours of overtime declined will be considered as overtime hours worked for the purpose of determining the employee's accrued overtime hours for future overtime assignments.

Section 11.05. The Employer agrees to maintain records of all overtime worked in the Unit, and to make such records available for review by appropriate representatives of the Union upon request. The records will be maintained on the bulletin board unless the Shop Steward and the Employer mutually agree to locate the records elsewhere.

Section 11.06. Affected employees will be notified of the requirements for overtime work promptly after establishing firm requirements and obtaining approval thereof. Reasonable effort will be made to notify employees the day before the day overtime is required as an extension of the workday. Reasonable effort will be made to provide this notice to employees by the close of business Thursday when the overtime assignment involves Saturday and Sunday. Appropriate Shop Stewards will be notified as soon as practical of such overtime assignments.

Section 11.07. During overtime assignments which extend for a period of four (4) hours beyond the normal work day, affected employees so assigned shall be permitted to eat while in a pay status, provided such employees can eat without interrupting or suspending the work effort.

Section 11.08. During overtime assignments which are an extension of an employee's eight-hour shift and the employee is not notified the day before of such an assignment and food is not available at the job site, the Employer will make appropriate arrangements for the employee to obtain food.

Section 11.09. Nothing in the Section shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is not present on the date the overtime is assigned, or is not present for duty during his shift immediately preceding the overtime assignment.

Section 11.10. Callback overtime work: An employee who is required to perform irregular or occasional overtime work on a day when work was not regularly scheduled for, or for which he is required to return to his place of employment on an unscheduled basis, is deemed to have worked at least two (2) hours for purpose of premium pay even he if does not work the two (2) hours. An employee reporting for callback overtime work normally may be excused upon completion of the job he was called in to perform.

Section 11.11. No employee in the Unit shall be required to perform any work or duty before or after his scheduled work hours, without compensation for all such work or duty:

a. If an employee is directed by the Employer to report to a designated location at a specified time prior or subsequent to his regular shift hours, such time shall be paid at the appropriate overtime rate.

b. If the employee is otherwise eligible for "compensatory time" off from duty, and requests "compensatory time" in lieu of paid overtime, the employee shall be credited with "compensatory time." "Compensatory time" shall be used not later than 26 pay periods after the pay period in which it was earned.

(1) If the employee is unable to use the "compensatory time" within the prescribed period due to an exigency of the service beyond the control of the employee, separation from employment, or transfer to another DoD activity or agency, it shall be paid at the applicable overtime rate.

Section 11.12. Each employee is responsible for arranging for personal transportation to report to, and depart from, an overtime assignment.

Section 11.13. If the Employer cancels overtime after the employee has been told to report, reasonable effort will be made to inform the employee of the cancellation before he reports. If this effort is unsuccessful and the employee reports, the Employer may substitute other work, if possible.

Section 11.14. Any employee(s) denied his equitable share of overtime, based on the annual review and providing sufficient overtime was available to ensure equitability, will be offered twice the number of overtime hours he was denied.

Section 11.15. Employees in a Temporary Duty (TDY) assignment will have all overtime hours worked recorded in the cumulative overtime record.

ARTICLE 12 HOLIDAYS

Section 12.01. Eligible employees shall be entitled to all holidays prescribed by appropriate law or Executive Order.

Section 12.02. Holidays as designated above will normally be observed as non-workdays. In assigning employees to work on holidays, the Employer will give due consideration to the personal wishes of affected employees.

Section 12.03.

a. Employees whose personal religious beliefs may occasionally require absence from work may request compensatory time. Such overtime would be compensated with an equal amount of time off in lieu of overtime pay.

b. Employees will make a written request to their first-line supervisor to work compensatory overtime because their personal religious beliefs require them to abstain from work during certain periods. If productive compensatory overtime is not available to be worked at the time it is initially requested, alternative times will be arranged.

c. Supervisors may disapprove these requests if modifications in work schedules interfere with the efficient accomplishment of the mission. If it is necessary to disapprove a request, the supervisor will provide the reason, in writing, to the employee.

d. Compensatory overtime may be worked before or after the period of time off. Advanced compensatory time off normally will be repaid within thirteen pay periods after the pay period in which the compensatory time was taken. In the event that the compensatory time cannot be repaid during this period, annual leave or Leave-Without-Pay will be substituted. Supervisors will discuss with employees to determine the appropriate leave charge. In those instances when the use of compensatory time for religious holiday will affect existing overtime arrangements, the supervisor will notify the Shop Steward of the situation. Wage grade employees may request compensatory overtime in connection with a work schedule adjustment for religious observances. All other overtime work performed by wage grade employees must be paid at the appropriate overtime rate or compensatory hours, as appropriate.

e. This provision will apply to all full and part-time employees.

Section 12.04. Employees shall be notified of the requirement to work on a holiday in accordance with the notification procedures for overtime work as set forth in this Agreement. The Employer further agrees to advise the appropriate Shop Steward of the specific reasons for requiring Unit employees to work on a holiday. However, notification to the Shop Steward shall not be required for those operations, which are normally not required on a holiday.

ARTICLE 13
ANNUAL LEAVE

Section 13.01. Employees shall earn annual leave in accordance with applicable laws, rules and regulations. Approval of an employee's request for accrued annual leave shall be granted on a fair and impartial basis, to the maximum extent permitted by workload requirements and provided that the employee gives his supervisor reasonable advance notice. When annual leave has been denied, the employee will be advised of the reasons for denial. If the request for leave is in writing, the reason for the denial will be in writing.

Section 13.02. An employee who requests to be absent during the normal tour of duty due to a personal emergency, will notify the Employer on the first day of absence and each day thereafter, unless otherwise arranged between the Employer and the employee, based upon the nature of the emergency described by the employee. Such a request should be made not later than two hours after the start of the daily tour of duty, whenever possible. Requests for leave for emergency reasons may be approved only upon submission of an explanation acceptable to the Employer.

Section 13.03. If requested to do so by individual employees, the Employer will schedule annual leave for vacation purposes of one (1) week or more continuous duration for those employees who will have sufficient leave due and accrued for that purpose. Employee requests for such leave received before April 30th of each calendar year will be scheduled in accordance with individual seniority, based on service computation date, for the group of employees within the same job title and grade reporting to a single supervisor. Once an employee has made his selection, he shall not be permitted to change his selection if by so doing he would disturb the choice of another. Requests for such annual leave after April 30th will be granted on a first-come, first-served basis.

Section 13.04. The Employer agrees that during any period of shutdown or reduced operations, it will consider providing other work, in lieu of placing affected employees on leave, if such work is available.

Section 13.05. It is agreed that employees who have accumulated leave in excess of the maximum which can be carried forward to the next leave year shall, upon sufficient advance notice to the Employer, be given every possible opportunity to use such leave.

Section 13.06. It is agreed that employees who have scheduled vacations, as provided in this Article, shall not have their choice of time disturbed to accommodate an employee who must use annual leave or lose it.

Section 13.07. The Employer agrees that annual leave may be granted which exceeds that amount accrued so long as the aggregate amount does not exceed that amount the employee would accrue during the leave year.

Section 13.08. The Parties recognize that the Employer's current system for pay and leave accounts may be revised. The Employer agrees to implement this redesigned time and attendance provision for annual leave at that time for those activities of the Employer to which it can be applied.

Section 13.09. The Parties recognize that an employee may have a special reason for taking annual leave on a specific day, such as the employee's birthday, anniversary, or for a family event:

a. The Employer shall honor the request and grant the leave, subject to workload requirements, and providing the employee has given the Employer reasonable advance notice. "Reasonable" means at least 30 calendar days prior to the event.

b. In case a conflict arises in honoring the request, because of the number of the employee's coworkers also requesting annual leave that day, the Employer shall resolve the conflict based on the seniority of the employees requesting leave. The service computation date shall be applied, in descending order. The employee with the earliest service computation date shall be approved first.

Section 13.10. Employees who are on Annual Leave when an office is shut down in an emergency may receive administrative leave only when the agency announces administrative leave before the start of the workday.

ARTICLE 14
SICK LEAVE

Section 14.01. An employee shall earn sick leave in accordance with applicable laws and regulations. Sick leave shall be administered in accordance with these same statutes.

a. Sick leave shall only be granted when supported by evidence administratively acceptable to the employee's supervisor:

(1) For absences of three consecutive workdays, or less, the employee's personal certification of incapacitation normally will be acceptable.

(2) For absences in excess of three consecutive workdays, the employee may be required to furnish medical certification from a physician or medical practitioner.

(3) Normally, the employee will submit the certification upon return to duty, but not later than 5 workdays after the employee's return. Failure to meet these time frames may result in a disapproval of the requested sick leave. OPM Form 71, or letterhead stationery or other form of the physician or medical practitioner is acceptable; however, there must be sufficient detail to establish the incapacity to perform duties. General statements, such as, "under my care" are not acceptable and may be cause for rejections of the certificate. Additionally, certificates signed by medical office personnel in lieu of the attending physician or medical practitioner are not acceptable as certificates.

(4) The Employer may review the contents of any certification submitted, but will treat the information with confidentiality and forward it to the Employer's Occupational Health Clinic for retention in the employee's medical records, or other appropriate disposition. When an employee declines to provide medical certification directly, or an employee's physician prefers, the employee shall provide the certification and diagnosis to the Employer's medical facility. The employee shall advise the Employer of this arrangement. The Employer shall contact the medical facility for verification of the certification, and a medical recommendation concerning the diagnosis and the employee's ability to meet the medical requirements of the employee's position. If necessary, the employee shall be asked to provide written consent for the medical facility to obtain sufficient medical information to verify the need for the absence. The Employer's medical facility can also use the medical information to make a recommendation about the employee's ability to meet the medical requirements of his or her position, for the Employer's guidance concerning assignment of work or the employee's performance of duties.

b. General Care and/or Bereavement. Sick leave may be used for the care of family members and will be used in accordance with applicable laws and regulations. When an employee uses sick leave for a family member, as defined by law, he may not use more than the amount earned each year. For full-time employees, that is 13 days or 104 hours. If a full-time employee uses more than five day (40 hours), he must have at least 80 hours left to his credit after using the first 40 hours.

c. Care for a Family Member With a Serious Health Condition. Employees may use up to twelve (12) administrative workweeks of unpaid leave each year to care for a family member with a serious health condition. Employees may elect to substitute other paid leave such as

annual or sick to cover their absence from duty. If an employee previously has used any portion of the 13 days of sick leave for general family care or bereavement purposes in a leave year, that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious health condition, he cannot use an additional 13 days in the same leave year for general family care purposes. The employee must request use and provide medical certification within prescribed guidelines in order to support that a serious health condition exists.

Section 14.02. Employees absent during their normal tour of duty, on account of illness, will personally notify their supervisor on the first day of absence requesting the use of sick leave. Thereafter, the employee shall notify the Employer daily during the incapacitating event, unless other arrangements have been made between the Employer and the employee. Such requests should be made within two hours after the start of the daily tour of duty, whenever possible. Exceptions to "personal contact" may be made on a case-by-case basis in emergency situations.

Section 14.03. Available sick leave shall be scheduled and granted in advance for medical, dental, optical and practitioner appointments and for the purpose of securing diagnostic examinations, X-rays, and treatment:

- a. Sick leave will include reasonable time required to travel to and from the doctor's office, to include time spent in the doctor's office.
- b. The employee shall notify his supervisor as soon as possible after becoming aware of a scheduled appointment.
- c. Sick leave for recurring medical treatment, or pre-scheduled medical, dental, optical or practitioner examination or treatment normally will not be included in any assessment of sick leave.

Section 14.04. If there is reason to believe an employee is abusing sick leave, the Employer has the right to require that an employee furnish a medical certificate to substantiate absences of any duration. At the supervisor's discretion, the employee may first be counseled that, because of his questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. The supervisor may also elect to advise the employee in writing that a medical certificate will be required for any absence due to illness regardless of duration.

Section 14.05. An employee will not be required to furnish a medical certificate for that day the employee is sent home by the Employer on the advice of the installation Occupational Health Clinic.

Section 14.06. An employee who is incapacitated for duty because of serious illness or disability may submit a written request for advanced sick leave not to exceed 30 days. Except for justifiable reasons, such requests may be approved subject to the following limitations and requirements:

- a. The employee has no sick leave to his credit.

b. The length of illness is substantiated by a certificate completed and signed by a physician or medical practitioner.

c. There is reasonable evidence substantiated by the medical certificate that the employee will be capable of returning to duty.

d. The amount advanced will be reduced by the amount of annual leave that the employee is likely to forfeit under the "use or lose" rule.

e. The amount advanced will not exceed the dollar value of the employee's accrued retirement.

f. If the employee is to be retired or separation is anticipated, the amount advanced will be limited to the amount he will earn prior to the separation date.

g. The amount advanced will not cause the total amount of advanced leave in the employee's account to exceed 30 days.

Section 14.07. Sick leave may be granted to an employee when the employee is required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease (ruled as subject to quarantine by State or County Health Authorities) or when his presence at his post of duty would jeopardize the health of others because of exposure to such contagious disease.

Section 14.08. Employees who are on Sick Leave when an office is shut down in an emergency may receive administrative leave only when the agency announces administrative leave before the start of the workday.

Section 14.09. Employees may utilize this category of leave for Family Friendly and Family Medical Leave issues.

ARTICLE 15
LEAVE-WITHOUT-PAY

Section 15.01. Leave-Without-Pay (LWOP) is a temporary non-pay status and absence from duty, granted upon an employee's request. An employee may be granted LWOP in accordance with this Article, or other appropriate regulations, provided the conditions of applicable law and regulation are met, and the employee's absence would not unduly impede the mission of the Employer.

Section 15.02. The Employer recognizes that employees in the Unit may be elected or appointed as a delegate to a Union convention or other such functions which necessitate an absence from the activity for periods not to exceed two weeks. In this regard and in the absence of compelling circumstances, the Employer will authorize annual leave, if available, or LWOP, at the discretion of the employee, for not more than one (1) employee at any one time from the same work area, provided reasonable advance notice is given.

Section 15.03. Normally, when given adequate advance notice that an employee in the Unit has been elected or appointed to a Union office or a delegate to any Union activity requiring an extended leave of absence exceeding 30 days, the employee will upon each written application, and in the absence of compelling work-related circumstances, be granted LWOP provided not more than one employee is involved. Initial application and each renewal application for such leave shall not exceed a one-year period.

Section 15.04. Employees in an approved LWOP status shall accrue all rights and privileges in respect to retirement status and coverage under the insurance health benefit programs to which they may be entitled in accordance with applicable statutes and regulations.

Section 15.05. Employees returning to duty from approved leave will be granted the rights, privileges and priorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 15.06. Employees may utilize this category of leave for Family Medical Leave issues.

ARTICLE 16
CIVIC RESPONSIBILITIES

Section 16.01. In the event an employee is summoned for jury duty or jury qualification, he shall reimburse to his agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of expenses (e.g., transportation) do not have to be reimbursed to the agency. Such time shall be limited to the time necessary, not to exceed eight (8) hours per day. When an employee is summoned as a witness in a judicial proceeding, he is entitled to court leave during the time he is absent as a witness in accordance with laws, rules, and regulations.

Section 16.02. If an employee is called for jury duty, he shall promptly notify the Employer in order that arrangements may be made for his absence from the activity. Further, the employee shall present to his supervisor satisfactory evidence of the time spent performing such duty. An employee is responsible to inform his supervisor if he is excused from jury duty for one day or more or for a substantial part of a day. If the employee is released and does not report for duty, he will be charged the appropriate leave, i.e., annual, sick, or LWOP.

Section 16.03. Employees are encouraged to register and vote in all civic elections. When excused absence is requested for voting, employees who are registered to vote may be excused without charge to leave or loss of pay in accordance with the following:

a. Where the polls are not open at least three hours either before or after an employee's regular hours of work, an excused absence may be granted to permit the employee to report for work three hours after polls open or leave work three hours before the polls close, whichever requires the least amount of time absent from duty. Employees who request and are granted excused absence to vote are certifying to the hours their voting places are open. Requests for such excused leave should be made in advance.

b. Any employee who would be prevented from voting in person due to circumstances beyond the employee's control is encouraged to vote by "absentee ballot" under the rules provided by the appropriate jurisdiction conducting the balloting (e.g., town, municipality, county, state, etc.). If the employee's state of voting residence does not permit voting by absentee ballot, the Employer may grant a reasonable amount of time without charge to leave or loss of pay, but not to exceed eight (8) hours, to enable the employee to vote. Time off in excess of one day shall be charged to annual leave, or if annual leave is exhausted, then to Leave-Without-Pay. Requests for such absence should be applied for in advance.

Section 16.04. For employees who vote in jurisdictions which require registration in person, excused time to register may be granted on the same basis as for voting, providing the employee cannot register during non-duty hours.

Section 16.05. The Employer agrees that employees in the Unit will be encouraged to participate in worthwhile charity drives. The Parties agree that the rights or privileges extended to any employee in the Unit will not be withheld, nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

Section 16.06. Eligible employees of the bargaining Unit who are engaged in Civil Defense or other unpaid emergency rescue or protective work may be excused from duty without leave or loss of pay not to exceed a total of 40 hours in any one calendar year. Examples of such activities include, but are not limited to, volunteer fire fighter or paramedic, ambulance driver, auxiliary police, and Civil Air Patrol. In order to be eligible for excusal for duty under this Section, the employee must:

- a. As soon as practicable report for duty with the Employer or notify the Employer of the reason for the absence and expected time for reporting to duty.
- b. Present suitable certification describing the date, nature of the event, length of time involved from an appropriate authority (e.g., Fire Chief or on-scene officer in charge of rescue or protective work). Absence will be charged to annual leave pending receipt of certification.
- c. For emergency rescue or protective work in excess of 40 hours, the Employer will give due consideration to employee's request for annual leave or Leave-Without-Pay, subject to the need for adequate staffing for mission and work-related responsibilities.

Section 16.07. In accordance with applicable laws and regulations, eligible Unit employees in the National Guard or one of the military reserve organizations shall be granted military leave with pay when called to active duty or training with the Armed Forces, or when called to duty as guardsmen or reservists for purposes of military aid to enforce the law.

ARTICLE 17
PLACEMENT, REHIRING AND PROMOTION OF EMPLOYEES
AFFECTED BY REDUCTION-IN-FORCE (RIF)

Section 17.01. The Employer agrees to inform the Union of pending RIF plans as soon as possible subject to restrictions as might be imposed by higher authority, at which time the Union may make its views and recommendations known concerning the implementation of such RIF plans.

Section 17.02. In the event of a RIF, existing vacancies will be utilized to the maximum extent possible and permissible to place employees in continuing positions who otherwise would be separated from the service. All RIF actions will be carried out in strict compliance with applicable laws and regulations.

Section 17.03. All career or career-conditional Unit employees who have been reached for action by RIF and cannot be retained at their current grade, or at a lower grade acceptable to them, will, if they desire, be registered under the appropriate Priority Placement Program for all positions for which qualified and available. The names of all such persons shall be placed on the list in the following priority order:

- a. All career preference eligibles;
- b. All career non-preference eligibles;
- c. All career-conditional preference eligibles; and
- d. All career-conditional non-preference eligibles. All such Unit employees will be given the fullest possible consideration for rehirings in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's rights to be offered permanent employment.

Section 17.04. In situations where an employee elects to take a demotion in lieu of separation in a RIF action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided in applicable regulations.

Section 17.05. In the event of a RIF affecting employees in the Unit, the Union shall be provided the information listed below except where prohibited by statutes, including Privacy Act and Freedom of Information Act, and rules and regulations of higher authority. The Union agrees to protect the confidentiality of such information to prevent the disclosure of information personal to non-Unit employees and to Unit employees not affected by the RIF.

a. Retention Registers. A computer printout of the applicable retention register will be provided the Union prior to commencement of RIF mechanics.

b. Computer List of Placements. A copy of the computer list of placements used by the Employer to prepare individual notifications to the affected employees will be provided to the Union in advance of issuance of the notifications to the employees. The list will include the employee's name, grade, job title and series, and organization, and the grade, job title and series,

and organization of the position to which the employee will be assigned as a result of position change, reassignment, change to lower grade or other applicable RIF action, including separations. Upon completion of the RIF rework, and prior to issuance of any amended employee notifications, the Union will be provided the revised list.

c. A listing of all vacancies in the competitive area prior to the commencement of RIF mechanics.

d. Other pertinent papers relative to the RIF may be reviewed by the Union.

Section 17.06. The competitive area for RIF purposes will be the same as constituted on the effective date of the Agreement and may be changed only when compelling circumstances require a change, after consultation with the Union.

Section 17.07. Employees who are demoted as a result of RIF and who are still employed within the Unit will be afforded special consideration for repromotion to positions within the Unit prior to competitive placement actions.

Section 17.08. The Employer will notify the Union prior to notifying affected employees of counseling sessions in connection with job abolishments. Employees will be advised of their rights to have a representative present at such counseling sessions.

Section 17.09. Employees may be excused without charge to leave or loss of pay to participate in interviews when:

a. Competition is for a position within the Department of Defense,

or

b. The employee is under notice of separation or change to lower grade for any reason except personal cause.

Note: Time expended in interviews in circumstances other than stated above will be charged to annual leave or, if requested by the employee, Leave-Without-Pay.

ARTICLE 18
PROMOTIONS WITHIN THE UNIT

Section 18.01.

a. This article establishes procedures for promotion for all career and career-conditional employees covered by exclusive recognition by the Union to positions within the Unit as defined by this Agreement. In the event there is a conflict between the provisions of this Article and locally published merit promotion procedures, the provisions of this Article shall govern.

b. Actions under this promotion plan (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, handicapping condition, or age, and shall be based solely on job-related criteria.

c. The Northeast Civilian Personnel Operations Center (NECPOC) will normally utilize the electronic application process known as RESUMIX. The use of RESUMIX will incorporate a minimum ten working day period during which time employees may apply to fill the designated vacancy.

(1) The RESUMIX will comply with merit principles and in no event will be used to discriminate unfairly for or against individuals.

(2) The RESUMIX process shall be subject to the provisions of Section 18.10 of this article.

(3) Under the RESUMIX process, applicants will self-nominate for vacancies. Consideration for vacancies will not be an automated process, but will be based on an expression of interest by applicants as prescribed by the directions for RESUMIX application found in the Job Application Kit (www.cpol.army.mil/ner).

d. The Army Notification System Web Enabled Response System (ANSWER) allows the employee to review the status of his records, i.e., resume, self-nominations, status, etc.

Section 18.02. Area of Consideration.

a. The minimum area of consideration will be defined in each vacancy announcement. As a minimum, the area of consideration will include the activity or major organizational segment where the vacancy under recruitment is located plus applications received by the closing date of the vacancy announcement from Department of the Army employees with competitive status who are outside the minimum area of consideration (DA Voluntary Applicants), in accordance with the Northeast Region Merit Promotion Plan. The area of consideration may be expanded beyond the minimum area at any time in the recruitment process at the discretion of the Employer.

b. Equal Employment Opportunity (EEO) affirmative action goals must be considered in determining minimum areas of consideration. When the position to be filled is one in which an

underrepresentation exists as determined by applicable records of the EEO Office, the following will apply:

(1) When the initial area of consideration, that is, all highly qualified candidates from the competitive area in which the vacancy is located, is not expected to provide for the consideration of candidates from any underrepresented group, the Employer will, at the outset of staffing efforts, concurrently expand the search to other appropriate sources. This determination will be made by the Employer, based on past experience in recruiting for similar vacancies and information available from the EEO Office on workforce composition.

(2) When such a search fails to provide for consideration of candidates from underrepresented groups, initial consideration will be given all highly qualified candidates from the competitive area in which the vacancy is located.

(3) When the provisions of the paragraph are effected, all information used to make the determination will be made available to the Union upon request.

c. Current Army employees in the competitive service may submit a resume at any time for consideration for promotions, changes to lower grade, or reassignments. Self-nominations must be submitted based on the instructions of the specific vacancy announcement in order to be considered for the announced vacancy. Internal applicant resumes will be retained in the database until the employee either updates their resume with a new one, is selected through RESUMIX, or leaves employment within the Northeast Region. External applicant resumes will be retained in the database for six (6) months from date of last submission of resume, date last accessed or until selected for a position. Employees should refer to the NECPOC Job Application Kit for specific instructions.

d. With the exception of written certificates issued under authority of the Office of Personnel Management (OPM), candidates from outside the minimum area of consideration must meet the same requirements and be evaluated by the same means as those within the minimum area.

Section 18.03. Methods of Locating Candidates.

a. Vacancies to be filled shall be announced by an official vacancy announcement issued by the Employer which shall be posted on the NECPOC vacancy website (www.cpol.army.mil/ner) for at least ten (10) working days prior to the closing date. Circumstances may warrant a reduced open period, but no less than five (5) working days. The Union will be notified of such circumstances. Resumes will not be considered if received in the NECPOC after the closing date unless justifiable cause can be shown and accepted by the NECPOC. The Employer will make access to computers and printers with Internet capability available to employees who want to view vacancy announcements, submit resumes/self-nominations, or to access ANSWER.

b. As a minimum all vacancy announcements will contain the following information:

(1) Title, series, and grade of position.

(2) Promotion potential of the position, if known.

- (3) Organizational location of position.
- (4) Minimum area of consideration.
- (5) Description of duties and responsibilities.
- (6) The minimum qualifications for eligibility established or approved by the OPM, including written test requirements.
- (7) Selective placement factors, if any.
- (8) The number of vacancies, if known, that will be filled at the time of issuance.
- (9) Instructions on how to apply or information on where the instructions may be found.
- (10) EEO statement will be included.

c. All employees in the Unit shall have the right to submit resumes in response to vacancy announcements providing they are within the minimum area established for the vacancy and all such resumes will be duly processed.

d. Absent Employees.

(1) Employees in the minimum area of consideration who are temporarily absent on detail, on leave, at training courses, in the military service, or for service in public international organizations, must be assured appropriate consideration.

(2) Employees who will be temporarily absent on detail, on leave, at training courses, and on TDY in connection with their jobs may utilize the internet to self-nominate for announced vacancies. Alternately, they are responsible for providing written information to the Employer as to types of vacancies for which they would be interested in applying. The Employer must either alert them as such vacancies are announced so that they might apply within the time limits or apply for the employee, whichever is most feasible.

(3) Employees temporarily absent in the military service or for service in public international organizations will be afforded proper consideration by the NECPOC in accordance with governing regulations.

e. The Union, upon request, will be notified of the reasons for cancellation of vacancies.

Section 18.04. Rating to Determine Eligibility of Candidates.

a. The published OPM minimum standards or approved OPM modifications will be the sole basis for determining basic eligibility.

b. A qualification standard may not be modified after the vacancy announcement has been posted unless an inappropriate standard is used or the OPM issues revised standards.

c. Selective placement factors may be used for positions within the Unit, if required.

d. Candidates will be rated to determine whether they meet the minimum standards for eligibility by evaluation of experience and training. Evaluation under job element procedures will be used. The credit on all elements shall be based on the evaluation of all valid information as it relates to experience, training, awards, etc. as listed on their resume. Written tests will not be used to determine basic eligibility, unless required by OPM.

Section 18.05. Evaluation and Ranking Candidates.

a. Evaluation procedures must provide a sound basis for considering and comparing applicants for the position to be filled to determine the knowledges, skills, personal characteristics, if required, and abilities that an employee should possess to be successful in the position.

b. The NECPOC will normally use the automated rating and referral system such as the skills based RESUMIX for filling positions.

c. The evaluation of each candidate shall be based on:

(1) Written Tests. Tests will not be used unless the test is required or approved by the OPM.

(2) Experience. Experience will be evaluated from the employee's resume and supplemental forms as required by the vacancy announcement for all candidates. Such evaluation shall consist of the type and quality of experience the candidate has in relation to the requirements of the position to be filled. The resume will be matched against the required and desired skills criteria defined by the selecting official. Applicants who meet the OPM defined minimum qualifications will be referred or not referred based on the results of comparison to the skills criteria.

(3) Awards. Due weight must be given to any awards received by candidates. Such information shall be obtained from the candidate's resume.

(4) Training, Self-Development, and Outside Activities. Evaluation of this factor shall be job related and shall be obtained from the candidate's resume.

(5) Personal characteristics, when required.

d. All applicants will be rated in accordance with the applicable OPM qualifications standards.

Section 18.06. Referral and Selection.

a. All candidates determined to be in the best qualified group will be referred for consideration. The Employer will consider all candidates solely on the basis of the job related criteria. Reasons for selection will be documented on the referral and selection register and will be based on merit and fitness for the position to be filled. Should any personal relationship exist

between the selecting supervisor and the referred candidates, the supervisor must refer the selection, in writing, to the next higher supervisor. Additionally, the Employer must state the reasons for the record in each instance in which a highly qualified employee who is eligible for repromotion is not selected. The reasons will be considered valid only if they state the specific qualities that make another candidate better qualified than the repromotion eligible to perform the duties of the position. Interviews are not mandatory; however, if one candidate is interviewed, all who can be made available or contacted by telephone will be afforded the opportunity since the interview becomes a part of the selection process.

b. Unit employees who are candidates for specific promotion actions will be notified through the ANSWER as to whether or not they were found eligible and/or referred, at the conclusion of the evaluating process. Also, information about a specific promotion action is available to any employee who has filed as a candidate, upon his/her written request through channels to the CPAC, as follows:

(1) Whether the employee was considered for promotion and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position.

(2) Whether the employee was one of those in the group from which selection was made.

(3) Who was selected for promotion.

(4) In what areas, if any, the employee should improve him/herself to increase his/her chances of future promotion. Employee representatives who have been designated by the Union in writing shall be permitted to review all documents not prohibited by law used in evaluating all candidates for promotion if a question or complaint arises concerning the filling of a vacancy. The Union representative will contact the CPAC within five workdays after notification of action concerning consideration for a Unit vacancy for an appointment with the personnel specialist to review documents, methods, and procedures used in filling the vacancy.

(5) Time limits prescribed in Article 25.04 Step 2 will not begin until after the meeting with the personnel specialist.

Section 18.07 Referral Lists

a. Referral lists will be valid for a period of 14 working days from the date issued. Reasonable extensions may be granted by the NECPOC when requested by the selecting official. Additional selections may be made from a referral list within 90 days of the initial date of issue.

b. Alternately, for those positions for which it is impractical or undesirable to use RESUMIX or a similar skills-based automated system, the NECPOC will use job announcements and a content valid rating methodology which determines applicant qualifications based on the possession of the knowledges, skills and abilities required for the job through assessment of an applicant's training, experience and education. Or the NECPOC may use job announcements and other professionally accepted and OPM approved candidate evaluation methodologies which assess applicant qualifications through the use of self-assessment questionnaires. When there are 10 or fewer candidates who meet minimum qualifications, simplified candidate evaluation procedures may be used.

Section 18.08. The Employer agrees that all tests in connection with this Article shall be conducted during normal duty hours, 0800-1600 hours, Monday through Friday, or in accordance with testing agency schedules. Employees taking non-competitive examinations for promotion at the request of the employing activity, or examinations or re-examinations for their present jobs, may be granted time off without charge to leave or loss of pay for the time necessary to complete the examination.

Section 18.08. Grievance Procedures.

- a. The Employer shall respond to an employee's question or complaint about the promotion program or about any specific promotion action and provide the employee with any appropriate information or explanation. If the matter cannot be resolved on an informal basis and the employee submits a formal complaint and elects to utilize the Union negotiated grievance procedure, the complaint shall be processed in writing starting in Section 25.04, Step 2, in accordance with Article 25.
- b. When authorized to represent an employee in a complaint or grievance, the Union representative of such an employee may direct requests to the CPAC for review of promotion records. Such records of all candidates involved in the promotion action, disclosure of which are not prohibited by statutes, including the Privacy Act and Freedom of Information Act, and rules and regulations of higher authority, shall be made available to the Union representative to the extent necessary to resolve the complaint.
- c. As an exception to this procedure, employees cannot grieve non-selection from a group of properly ranked and certified candidates.

ARTICLE 19
TEMPORARY PROMOTIONS

Section 19.01. Employees assigned above the level of their position more than 30 calendar days shall be temporarily promoted to the higher level position, commencing effective on the 31st calendar day, if the assignment is extended for unforeseen reasons. Where it is initially expected that the assignment will be for more than 30 calendar days, the employee shall be temporarily promoted to the higher level position at the start of the assignment. In either case, the employee must be qualified for the higher position.

Section 19.02. Selections for temporary promotions of one hundred and twenty (120) calendar days or less in any twelve-month period will be made on a noncompetitive basis by the Employer. Competitive promotion procedures must be used, if after completing the period of service under temporary promotion, an employee will have spent more than 120 days in any twelve-month period (prior service under details and previous temporary promotions included) in higher-graded positions during the preceding year. However, if an appropriate register is available the Employer should consider selection from such register.

Section 19.03. Selections for temporary promotion of more than one hundred and twenty (120) days shall be made from an appropriate register. The minimum area of consideration for temporary promotions may be the shop or work area wherein the temporary promotion is to be made provided that reducing the minimum area of consideration can be justified and documented.

Section 19.04. A series of details or assignments to a particular higher level position will not be made solely to evade the principles set forth in Section I of this Article.

Section 19.05. Personnel requests for temporary promotions will be processed promptly. Normally employees will not be assigned higher level duties until action has been initiated by the Employer to effect the temporary promotion. The necessary paperwork will be submitted directly to the Civilian Personnel Advisory Center. Promotions will normally be effective no later than the first day of the second pay period from the date of request for promotion if all qualifications are met. Where the Employer has sufficient advance knowledge that a temporary vacancy will exist, the request for the temporary promotion will be initiated in sufficient time to obtain approval prior to the effective date of assignment. The purpose of this Section is to establish a system for processing requests for temporary promotions as promptly as possible.

ARTICLE 20

DETAILS

Section 20.01. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his regular duties at the end of the detail.

Section 20.02. Subject to the provisions of Article 19, Section 19.01, competitive promotion procedures will be applied in detailing an employee for more than sixty (60) days in any twelve-month period to a higher grade position or to a position with known promotion potential. This requirement is not to be circumvented by a series of temporary assignments or details of any employees to any one position on a continuous or short intermittent basis. Such details shall be only for the purpose of meeting the Employer's temporary needs when other means are not practical and will not be used as a substitute for permanent action.

Section 20.03. Any detail of more than thirty (30) days or any detail expected to continue for more than thirty (30) days shall be reported on a Request for Personnel Action (RPA or SF-52) and be maintained as a temporary record in the Official Personnel Folder (OPF). The Employer will inform the employee of the reason for the detail and the nature of the detail by providing a copy of the RPA to the employee.

Section 20.04. Details will be kept within the shortest practicable time limits and a continuing effort will be made to secure necessary services through other appropriate personnel actions.

Section 20.06. The employee should submit an update to his OPF documenting duties performed while on a detail. The OPF update should be reviewed, signed and dated by both supervisors, detailed and job of record.

ARTICLE 21
JOB DESCRIPTIONS AND POSITION COMPLAINTS

Section 21.01. In any case where action is proposed to modify the job description of any general schedule and wage grade position in the Unit to the extent that either the title, code, or grade of the job will be affected, the proposed change will be discussed with the employee by the supervisor and a Union representative prior to the effective date of the action. Adequate time will be afforded the employee to obtain a representative in such a case. Normally, the Shop Steward will be the representative. However, nothing in this section shall preclude another Union representative when the Union feels such action is warranted.

Section 21.02. An employee filing a position classification complaint may elect to use the procedure described below, or the procedure in Subchapter 6, Chapter 511, Army Regulation (AR) 690-500, supplemented by Department of the Army Pamphlet 690-14. General Schedule (GS) employee may go directly to the Office of Personnel Management (OPM). The choice, once made, is irrevocable:

a. Any employee in the Unit who feels that his position is improperly rated or classified may initiate an oral position classification complaint individually, or with the assistance of his Union representative. The complaint will be submitted to the Employer. The Employer will meet promptly with the employee and his Union representative to discuss the matter and explain the basis upon which the job has been classified. Such discussions will include an explanation as to how the title, code, and grade were reached and, in accordance with legal and regulatory requirements, will pertain to pertinent classification factors such as skill and knowledge, responsibility, physical effort, and working conditions. Full consideration will be given to the views of the employee and the Union representative.

b. An employee has the right to be helped in preparing an oral classification complaint or position classification appeal by a representative of his/her choosing. If the nature of the complaint requires that the Employer conduct a "desk audit," a Union representative may be present at the audit, if all the following conditions are met:

(1) The Employer's Civilian Personnel representative must reasonably believe that resolution of the questions may affect the pay category, title, series, or grade of the position;

(2) The accuracy of the official job description must have been questioned; and,

(3) The presence of the representative must have been specifically requested, in writing, by the employee, or the employee's representative.

c. The results of the oral complaint meeting and/or subsequent desk audit will be discussed by the Employer with the employee, and his Union representative. The Employer, not later than 15 working days after the date of the final oral complaint meeting (including the desk audit, if applicable), will issue a written decision. The decision will outline the results of the audit (if one was conducted) and address any pertinent job description accuracy issues. The decision will include the Employer's final job classification determination stating the proper title, series, grade, and pay plan. The decision will inform the employee of his or her further right to appeal and the procedures to follow in the event the employee remains dissatisfied with the decision.

Section 21.03. Each employee will, upon request to the Employer, be furnished a copy of his job description.

Section 21.04. The Union, upon request, will be furnished a copy of specified job descriptions within the Unit when required in connection with position classification complaints. Related job standards may be made available for review by the Union.

Section 21.05. The clause in job descriptions which reads "PODAA" (Performs Other Duties As Assigned), means those miscellaneous duties which occur from time to time and would generally be recognized as associated with a particular job classification, but which do not constitute a major duty.

Section 21.06. The Employer further agrees to compensate employees on the basis of the highest level of duties assigned as a substantial portion of the job assignment for a representative period of time unless prohibited by a directive or higher authority.

ARTICLE 22
ENVIRONMENTAL DIFFERENTIALS

Section 22.01. It is the policy of the Employer to eliminate or to reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusual nature:

a. Environmental Differential Pay (EDP) is warranted when:

(1) The Employer cannot overcome the employee's exposure to a hazard, physical hardship, or unusual working condition;

(2) Such exposure meets the requirements of appropriate regulation(s); and

(3) The hazard, physical hardship, or unusual working condition cannot be practically eliminated through the use of engineering practices or devices, personal protective clothing and/or equipment, or work practices.

b. However, the existence of environmental differentials, or the Employer's payment of them, is not intended to condone work practices which circumvent Federal safety laws, rules, and regulations.

Section 22.02. An environmental differential shall be paid to employees within the Unit paid under a Federal Wage System Wage Schedule who, when performing assigned duties, are exposed to a hazard of an unusual nature which is provided for by appropriate regulation.

Section 22.03. Whenever possible, employees will be notified when assigned work for which payment of an environmental differential is indicated. In the absence of such notification, the employee will assume that such pay is not applicable. However, if at any time during a job assignment an employee believes that such pay is warranted, the employee shall call the matter to the attention of the Employer as soon as possible. The Employer shall initiate the appropriate measures to determine if EDP is warranted. The Employer will pay the appropriate differential to the employee if warranted. If, after further investigation, the Employer determines that payment of the differential is not warranted, the differential shall be deducted from the employee's pay as soon as practicable following the negative determination. The employee has the right, upon request, to be represented when discussing environmental pay complaints with the Employer. Normally, the Shop Steward will be the representative. However, nothing in this section shall preclude another Union representative when the Union feels such action is warranted. Unresolved complaints regarding environmental pay may be processed in accordance with the grievance procedure in this Agreement.

Section 22.04. Work situations for which EDP will be authorized are listed in APGR 690-5, Appendix E, and Code of Federal Regulations, Part 532, Subpart E, Appendix A. New situations will be added to the appendix when they are approved by appropriate authority:

a. Dirty work differential will be authorized when performing work which subjects the employee to soil of body or clothing:

(1) Beyond that normally to be expected in performing the duties of the classification; and

(2) Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health considerations (excessive temperature, asthmatic conditions, etc.); or

(3) When the use of mechanical equipment, or protective devices, or protective clothing, results in an unusual degree of discomfort.

b. With regard to category code 15 (Dirty Work) of Appendix E, APGR 690-5, the following are examples of situations for which environmental differential may be applicable:

(1) Performance of repair work by heating equipment mechanics and boiler plant operators when such work requires working in wet and muddy crawl spaces under buildings.

(2) Working with creosoted lumber.

(3) Gunners working in sawdust recovery boxes.

(4) Cleaning forced draft ducts which requires climbing inside the ducts to perform the cleaning.

(5) Cleaning boilers.

(6) Welders cutting out tubes in water or fire boilers.

(7) Working in manholes containing water or contaminated with oil.

(8) Working in raw sewage. Employees in classification series 4206 and 5408 would not qualify except for the most unusual situations.

(9) Employees engaged in dismantling and removing charred and sooty material from burned buildings.

(10) Flame cutters when cutting scrap metals heavily coated with grease or preservative compounds.

(11) Crawling in confined spaces through water, mud, or excessive dust.

(12) Crawling under steam lines where there is excessive water and mud.

(13) Welders working in muddy ditches and dirty steam boilers.

(14) Asbestos workers wearing protective gear that may cause an unusual degree of discomfort in order to protect from exceeding the OSHA standard for exposure to asbestos.

ARTICLE 23
DISCIPLINARY ACTIONS

Section 23.01. The Employer may maintain an employee work folder for Bargaining Unit employees as a convenient “mini-record” of the employee’s work history at the installation.

a. An employee will, upon his/her request, be permitted to review his/her own employee work folder. The Employer will preclude access to the employee work folders by persons who do not have an official need for the information.

b. When the Employer has cause to counsel an employee about a problem concerning performance of work, conduct, time and attendance, or sick leave use, the matter may be recorded as a Memorandum for Record (MFR) and kept with the employee work folder. The Employer may remove the MFR anytime it reviews the situation and believes the employee has improved. Normally, however, an MFR will not be kept more than one year after the date of counseling. The employee must be given a copy of the MFR. The employee will initial the record copy of the MFR, to indicate receipt, but initialing does not indicate concurrence.

c. The employee work folder of an employee who transfers to another organization on the installation will be forwarded to the new organization. Any adverse notations in the employee work folder not supported by a Standard Form 50, Notification of Personnel Action (NPA), and MFRs, will be removed before forwarding the card.

Section 23.02. The remaining sections of this Article pertain to suspensions of fourteen days or less, and letters of reprimand. Disciplinary actions shall be taken only for just cause.

Section 23.03. The Employer will furnish two copies of the written reprimand or a “Notice of Proposed Suspension” to the employee. The employee may present a copy to the Union if he so desires. The “Notice” will state the employee has the right to Union representation.

Section 23.04. A written reprimand or “Notice of Decision-Suspension” will contain information about the employee’s right to grieve such disciplinary action and the time limits in which to grieve.

Section 23.05. This Section is not intended to disturb the normal Employer-employee relationship and the Union recognizes that the Employer has an obligation to question employees in an effort to assure the facts of a situation. It is recognized that an employee has the right to be represented:

a. When summoned to or during any informal interview with the Employer, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him, the employee may request a Union representative to be present. The interview will be interrupted to permit the employee to obtain a Union representative.

b. After a written recommendation of proposed disciplinary action is made by the Employer and the Employer determines that an investigative meeting with the employee is warranted. The employee will be notified two workdays prior to such a meeting to permit him to arrange for

Union representation. Participation in the meeting without a representative shall not preclude the employee from requesting and obtaining one during the meeting.

c. A Union representative assisting an employee under Section 23.05a or b above shall suffer no loss of pay or leave while doing so.

Section 23.06. When the Employer considers that a formal written reprimand or suspension may be required to correct misconduct on the part of an employee, the Employer should obtain all available information concerning the alleged misconduct. The Employer may then discuss the incident with employee to:

- a. Insure that all relevant facts are known to both Parties.
- b. Afford the employee the opportunity to explain the basis for his actions (see Section 23.09a below).
- c. Advise the employee that disciplinary action is under consideration.

Section 23.07. The employee, or the Union (if the employee's representative of record in the matter), may raise the time taken by the Employer after conclusion of its investigation to issue a written reprimand, or "Notice of Proposed Suspension," as a legitimate defense to an action covered by this Article. The employee, or the Union (if the employee's representative of record in the matter), bears the burden of showing by a preponderance of the evidence that the time was unreasonable and excessive. Any period of time when the employee was not available to receive the action, or the Employer was unable to achieve delivery despite reasonable attempts to do so, shall be excluded from the computation of time used by the Employer.

Section 23.08. After an employee has been issued a formal written "Notice of Proposed Suspension," a Union representative may assist the employee on duty time, without charge to leave or loss of pay, to prepare and/or present an oral or written reply or both to the "Notice." This time shall be subject to the provisions of Article 9.

Section 23.09. The Parties agree upon the following periods to allow an employee to file any reply:

a. The Parties understand that, normally, an employee will be granted a period of 3 working days after the discussion with the Employer that a formal written reprimand or suspension is under consideration, for the purpose of filing any reply. The Employer, however, is not barred from setting a briefer period for reply when it has reasonable cause to do so on the facts of the case.

b. A reply period of 5 working days normally will be granted to an employee who has received a written "Notice of Proposed Suspension," but the Employer is not barred from setting a briefer period under the same principles as in Section 23.09a above.

c. Regardless of the period established for filing a reply, an employee, or his representative, if any, may request an extension of the period for justifiable cause. Such a request must be in writing, and provide specific reasons the employee believes the extension is warranted. The

Employer will consider the request, and provide a written answer, granting or denying the request in whole or in part. The written answer will be given normally within 3 workdays after receipt of the request.

ARTICLE 24
ADVERSE ACTIONS

Section 24.01. Adverse actions are defined as removals, suspensions for more than fourteen (14) days, reductions in grade or pay, and furloughs of thirty (30) days or less. Adverse actions shall be taken only for just cause.

Section 24.02. This Section is not intended to disturb the normal Employer-employee relationship and the Union recognizes that the Employer has an obligation to question employees in an effort to assure the facts of a situation. It is recognized that an employee has the right to be represented:

a. When summoned to or during any nonformal interview with the Employer, if the employee has reasonable grounds to believe that the interview may result in adverse action against time. The employee may request a Union representative to be present. The interview will be interrupted to permit the employee to obtain a Union representative.

b. After a written recommendation of proposed adverse action is made and the Employer determines that an investigative meeting with the employee is warranted. The employee will be notified two workdays prior to such a meeting to permit him to arrange for Union representation. Participation in the meeting without a representative shall not preclude the employee from requesting and obtaining one during the meeting.

c. Union representatives assisting an employee under 24.02a or b above shall suffer no loss of pay or leave while doing so.

Section 24.03. In the event an employee is issued a notice of proposed adverse action, the Employer, upon request of the employee within the time frame allotted for a reply, shall meet with the employee and his Union representative (who normally will be the Shop Steward), or other representative, to consider the employee's personal refutation of the content of the notice.

a. An employee who receives a written "Notice of Proposed (name of adverse action)" has the same right of reply subject to extension for justifiable cause as specified in Article 23.09c, except that the initial period for a reply shall be 15 calendar days, unless a briefer period is set by the Employer when it has reasonable cause to do so. In accordance with appropriate law, the minimum period for reply which can be set by the Employer is 7 calendar days.

b. Nothing in this section, however, shall preclude the Union from designating a representative other than the Shop Steward when the Union feels such action is warranted.

c. Necessary relevant records of the Employer will be made available to the employee or his representative upon request for use in refuting the notice except as prohibited by law or regulation.

d. A reasonable number of relevant employee witnesses who have a direct knowledge of the issues involved, will be called by the Employer upon request of the employee or his representative. Such witnesses, if assigned to this Unit, will be permitted to appear without loss of pay.

Section 24.04. In the event the employee is issued a written "Notice of Decision – (name of action inserted)" which is unfavorable to him, such written decision shall be delivered to the employee at least three workdays prior to the effective date of the action. The 3-workday limit does not apply in those situations where it could create an unsafe or unhealthy work environment, endanger government personnel or property, or result in a nonproductive situation for the employee.

Section 24.05. A written "Notice of Decision (name of action inserted)" furnished to an employee will indicate his appeal right and procedures available to him."

Section 24.06. The employee, or the Union (if the employee's representative of record in the matter), may raise the time taken by the Employer after conclusion of its investigation to issue a written "Notice" as provided by this Article. The employee, or the Union (if the employee's representative of record in this matter), bears the burden of showing by a preponderance of the evidence that the time was unreasonable and excessive. Any period of time when the employee was not available to receive the action, or the Employer was unable to achieve delivery despite reasonable attempts to do so, shall be excluded from the computation of time used by the Employer.

Section 24.07. After an employee has been issued a formal written "Notice of Proposed (name of adverse action)", Unit representatives may assist the employee on duty time, without charge to leave or loss of pay, to prepare and/or present an oral or written reply or both to the "Notice." This time shall be subject to the provisions of Article 9.

ARTICLE 25
GRIEVANCE PROCEDURES

Section 25.01.

a. This procedure is the exclusive procedure available to the Employer and the Union, or any employee or employees covered by this Agreement, for the processing of grievances. Any questions between the Parties concerning whether the matter being grieved is within the coverage of this Article may be presented to an arbitrator.

b. A grievance is defined to be any dispute between the Employer and the Union or any employee or employees covered by this Agreement which may pertain to any matter involving the interpretation or application of (1) this Agreement or (2) published policies and regulations of the Department of Defense, Department of the Army, and the Command authorities of employees covered by this Agreement which concern personnel policies, practices and matters affecting working conditions. Grievances and conditions of employment are further defined by Sections 7103(a)(9) and (14) of the Civil Service Reform Act of 1978, with the exception of:

- (1) Any claimed violation or matter relating to prohibited political activities.
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for national security matters under 5 USC 7532.
- (4) Any examination, certification, or appointment.
- (5) Classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Any matter involving a complaint of discrimination based on an EEO complaint.
- (7) Any matter arising as a result of a Reduction-in-Force (RIF).
- (8) Any matter involving the application or interpretation of the Fair Labor Standards Act (FLSA), or provision of Part 551, Title 5, Code of Federal Regulations, concerning pay administration under the FLSA.
- (9) Any matter for which a statutory appeals procedure exists, except as defined in subparagraph "c" below. Questions that cannot be resolved by the Parties as to whether or not a grievance is a matter for which a statutory appeals procedure exists may be referred to arbitration for a decision. When the issue involves interpretation or application of higher authority regulations, an interpretation will be obtained from the proponent of the regulation. This action is not intended to interfere with the grievance/arbitration process; however, an arbitration date will not be established sooner than 90 days from the date the issue is first presented to an appropriate management official designated in Step 2 of the grievance procedure. Other than the preceding review, nothing in this section precludes or extends the time limits of the grievance and/or arbitration procedures.

c. Any aggrieved employee may elect to process an adverse action as defined by Article 24, or a matter concerning unacceptable performance as defined by 5 USC 4304, either under this negotiated grievance procedure or through procedures established by the Merit Systems Protection Board (MSPB), but not both. An employee shall be deemed to have exercised this option for one of the procedures described above at such time as he timely files under either procedure, whichever comes first.

Section 25.02.

a. It is the intent of the Parties to this Agreement that any grievance pursued in accordance with this Article shall be fully discussed at each step, with the view in mind of effecting an equitable settlement. In the regard, the Union and the Employer will work together to assure that all grievances of either Party are discussed with each other prior to either Party taking the matter elsewhere for resolution; provided that the Party who was requested to enter into such discussions makes himself available within a reasonable time.

b. Every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

Section 25.03. The Employer and the Union desire that all employees be treated fairly and equitably. It is intended that differences be resolved at the lowest level possible and the Employer and the Union agree to work toward this end.

Section 25.04. The aggrieved employee or appropriate Shop Steward will advise the immediate supervisor of a grievance which is appropriate for processing under this Article. The supervisor will set up a Step 1 meeting promptly.

Step 1. The grievance will first be discussed between the Shop Steward, the aggrieved employee, if he desires to be present, and the Employer, or between the aggrieved employee and the Employer in the event the employee chooses to present a grievance without Union assistance. In the latter situation a Union steward shall be offered the privilege of being present when the supervisor issues an oral decision. The appropriate supervisor shall not be an individual who is on a short-term detail or assignment (30 days or less). If the immediate supervisor is an individual on a short-term detail or assignment, the first step will be processed by the next level of supervision. The Union or Employer will identify the specific incident(s) which cause the grievance and specific provisions of the Agreement and/or regulations allegedly violated. The identity of provisions of the Agreement and/or regulations shall not preclude additions or deletions at Step 2 or Step 3. Such additions must be related to the issue being grieved. If the solution of the grievance is within the immediate supervisor's authority, decision will be rendered within 3 workdays. The supervisor may issue a decision either orally or in writing. In the event the decision is in writing, four copies will be forwarded to the Shop Steward. If the decision is not acceptable, the Union may proceed to the next step.

Step 2. In the event the grievance was presented orally and is appealed to Step 2 by the Union, it shall be reduced to writing on a form mutually agreed to by the Employer and the Union. The grievance will be submitted by the Chief Steward to the Employer within five (5) workdays from the date of receipt of the first step decision. The Employer shall meet and discuss the grievance with the aggrieved employee(s), if the grievance was employee initiated,

the Chief Steward, the Shop Steward, as soon as possible, but not later than five (5) workdays after receipt of the grievance. All information available to each Party which is pertinent to the grievance will be divulged to and by the Employer. A reasonable number of employees of the Unit or management who have relevant information which could be used to adjudicate the grievance, will be made available, at the request of either Party, to provide such information. The Employer will divulge the names of persons who have provided or will provide information at the beginning of the meeting. The Union will make known the names of employees who have provided or will provide information immediately thereafter. All documents used by either side will be disclosed at this meeting if such documents are being used to sustain the position of either Party. The Employer will render a decision as soon as possible, but not later than five workdays after the meeting. The Employer may have other necessary individuals present at the discussion, however, the number of management representatives may not exceed the number of Union representatives present. Five copies of the decision shall be forwarded to the Chief Steward. In the event the decision rendered at this step is unacceptable, the Union may proceed to the next step.

Step 3. The grievance shall be submitted by the Chairman of the Union Shop Committee or Assistant Chairman, Union Shop Committee, to the appropriate head of the activity, ATTN: Director, Civilian Personnel Advisory Center (CPAC) within five (5) workdays after receipt of the Step 2 decision. The head of the activity or his designated representative, shall meet with the Chairman of the Union Shop Committee or his designated representative, the Chief Steward, the Shop Steward, and the aggrieved employee(s) as soon as possible; but not later than five (5) workdays after receipt of the grievance. All information available to each Party which is pertinent to the grievance will be divulged to and by the head of the activity or his designated representative. A reasonable number of employees of the Unit or management who have relevant information which could be used to adjudicate the grievance will be made available, at the request of either Party, to provide such information. The head of the activity or his designated representative will divulge the names of persons who have provided or will provide information at the beginning of the meeting. The Union will make known the names of employees who have provided or will provide information immediately thereafter. All documents used by either side will be disclosed at this meeting if such documents are being used to sustain the position of either Party. The head of the activity or his designated representative may have other individuals present at the discussion, however, the number of management representatives may not exceed the number of Union representatives present. The head of the activity or his designated representative will give five copies of the written decision to the Chairman of the Union Shop Committee as soon as possible, but not later than ten (10) workdays after conclusion of the meeting.

Step 4a. If the settlement offered or the position taken on the grievance by the head of the activity is not satisfactory, the Union may make formal notification to the Director, CPAC, within twenty (20) workdays from receipt of the Step 3 decision that the grievance will be submitted to impartial arbitration as provided for in this Agreement.

Step 4b. If the basis for the grievance is an action or directive of another organization, staff office, or organizational official (Division Chief or above), the grievance will be reduced to writing by the Chief Steward and forwarded direct to the Employer. The Employer shall have an official present who shall have authority to make the decision on the matter. If the decision is not acceptable, the Union may proceed to Step 3 or direct to arbitration.

Section 25.05. A grievance will be taken up with the employee's immediate or other supervisor within fifteen (15) workdays after the occurrence of the matter resulting in the grievance, except when it is reasonably established that the employee or Union was not aware of the circumstances that are the basis of his grievance or was prevented from presenting a timely grievance by circumstances beyond his control. In such cases the grievance must be filed within fifteen (15) workdays of the date that the employee or Union learned of the matter out of which the grievance arose.

Section 25.06. All time limits herein may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union to advance the grievance to the next step. Failure of the Union to observe the stated or extended time limits shall constitute withdrawal of the grievance. Throughout this Article "workday" shall be understood to mean any workday, Monday through Friday, exclusive of holidays.

Section 25.07. The Employer shall, upon request, permit inspection of payroll and other records, insofar as permissible without violating Government law, policy, or regulations, for the purpose of substantiating the contentions or the claims of the employee or Union.

Section 25.08. The Union may have present at proceedings subsequent to Step 1 of this grievance procedure, a Union representative who is not an employee of the Unit. If the Union exercises this privilege, another representative of management may also be included.

Section 25.09. Union representatives will be allowed duty time to assist Unit employees with the presentation of grievances in accordance with the procedures of Article 9.

Section 25.10. An employee or group of employees may present their own grievances and have them adjusted without the intervention of the exclusive representative, provided the exclusive representative has been given an opportunity to present at the adjustment, such adjustment is not inconsistent with the Agreement and the final decision is forwarded to the Union at the same time it is forwarded to the employee or group of employees.

Section 25.11. At all stages of the grievance process, and while a grievance is pending arbitration, all Parties to the grievance have an obligation to seek local resolution of the grievance. To that end, and to the extent that information is readily available, names of witnesses will be furnished, and relevant documents disclosed consistent with law, rule, or regulation controlling the disclosure of information and the release of records. By mutual agreement the Employer or the Union may open the record at any time to consider new evidence or recent information, such as decisions of appropriate authorities, to attempt settlement.

ARTICLE 26 ARBITRATION

Section 26.01. In the event a grievance processed through Article 25 is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may be invoked only by the Employer or the Union within twenty (20) workdays following receipt of the final decision on the grievance under the negotiated grievance procedure. A copy of the appropriate request form for arbitration from the Union shall be submitted to the Director, Civilian Personnel Advisory Center, of the Employer. Arbitration requests from the Employer should be submitted directly to the President, Local 2424, IAM&AW.

Section 26.02. Within three (3) workdays from the date of receipt of an arbitration request, the Parties separately or jointly will request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within three (3) workdays after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining person shall be the duly selected arbitrator. The moving Party must notify FMCS of the arbitrator selected within five (5) workdays of the date selected.

Section 26.03. Prior to the notification of the selection of a specific arbitrator, the Parties shall meet for the purpose of defining the issues to be arbitrated. If agreement can be reached, the issue(s) to be arbitrated, the Articles and Sections of the Agreement alleged to have been violated, a copy of the Agreement, the grievance, and the decision at each step, and any other information as agreed to by the Parties, shall be forwarded to the arbitrator upon his confirmation of the appointment. Nothing above shall be basis for deferring or canceling the arbitration hearing.

Section 26.04. It is expected that arbitration hearings shall normally be held during the regular shift hours of the normal basic workweek. In this connection, employee appellants or grievants and employees serving as representatives shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. Employee witnesses shall be made readily available to participate in arbitration proceedings when called and shall not suffer loss of pay or charge to annual leave when participating.

Section 26.05.

a. All Parties to this Agreement recognize time is of the essence in arbitration proceedings and that all rights, interests, and claims under this Agreement shall be pursued with the utmost diligence. Arbitration, therefore, shall be held as soon as possible after the selection of an arbitrator. Requests by either Party for postponement after agreement on a hearing date shall be made only for good and sufficient reason.

b. Any fees, costs, or penalties charged by the arbitrator by reason of cancellation or postponement of any hearing shall be borne in full by the Party to this Agreement requesting the postponement or cancellation.

26.06. The decision of the arbitrator shall not change, modify, alter, delete or add to the provisions of this Agreement. The arbitrator must give appropriate weight to interpretations obtained under Article 25, Section 25.01c.

26.07. The arbitrator will be requested to render his decision as quickly as possible, but within thirty (30) calendar days after the conclusion of the hearings unless the Parties otherwise agree.

26.08. Official duty time is authorized for employees who are designated representatives of the Union to meet with the Union's designee to present the case. To prepare for the hearing of a formal grievance, by an arbitrator, as follows:

a. The appropriate Shop Steward, and appropriate Chief Steward, shall each have not more than 4 hours per arbitration. The Alternate Shop Steward shall have the same amount of time, providing he or she was the representative of record. In such cases, the Shop Steward shall waive use of this official duty time.

b. The grant of official duty time is contingent upon the Shop Steward (or Alternate) or Chief Steward being in a duty status at the time.

Section 26.09. The Union agrees to identify to the Employer, not later than 5 workdays before the scheduled hearing date, those employees whom the Union intends to call as witnesses, so that work schedules may be adjusted as necessary for those employees. The Union's notice must be in writing, and signed by the Chairman or Assistant Chairman of the Union Shop Committee. Unsigned requests, or signed by another, will not be honored:

a. The Employer shall make employees available for time spent in the interview by the Union, without charge to leave or loss of pay, whether the employee actually testifies or not.

b. An employee who is a grievant, or an employee who is a witness, is authorized to visit the Union office when meeting Union representatives in preparation for a scheduled arbitration hearing.

c. The Union shall avoid, to the extent practicable, naming an employee as a witness, and/or the calling the employee for interview to prepare for hearing, the day of the hearing.

26.10. The arbitrator's fee and expense, and the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings, shall be borne equally by the Employer and the Union except that the Employer's share of the cost shall not exceed that authorized by applicable regulations.

ARTICLE 27
EQUAL EMPLOYMENT OPPORTUNITY

Section 27.01. It is the policy of the Employer that all employees have a right to reach their full employment potential without being hampered by non-merit considerations of race, color, religion, sex, age, national origin, handicapping condition, or in reprisal for having exercised their rights under Article 27. The Employer will foster this policy through an affirmative action plan and programs of special emphasis as established by Executive Order, law, rule, or regulation of appropriate authority. The Employer will periodically publish policy statements or guidance to the work force addressing specific aspects of EEO concern. A copy will be furnished the Union.

Section 27.02. The Employer will inform employees of the affirmative Equal Employment Opportunity policy and program, and furnish a copy to the Union. The Employer will enlist the Union's cooperation in furthering the EEO program by allowing the Union to:

- a. Members that are not union officials, if nominated and selected, may serve as an EEO Counselor. The EEO Officer may preclude counselors from specific cases based on actual or perceived conflict of interest. The Employer will provide training for any nominee selected to discharge his responsibilities as counselor. Counselors will serve under the direction of the EEO Officer.
- b. Provide input for consideration in the development of the activity EEO plan.
- c. Nominate a representative to any committees of the Employer on equality and opportunity in employment, so long as the designation complies with appropriate law, rule, or regulation, or ruling of higher authority.

Section 27.03. The Employer agrees to meet within five (5) days, upon request, with the Union to discuss matters concerning equal employment opportunity as it affects employment of Unit personnel. The purpose of such meetings is to apprise the appropriate head of activity of situations which, in the Union's opinion, need corrective action. Such meetings will take place during normal duty hours and all time shall be in a duty status as provided by Article 9 of this Agreement.

Section 27.04. Minority population information may be obtained by reviewing the Agency Affirmative Action Plan. A summary of post-wide Equal Employment Opportunity status will be published annually by the Employer. The Union may represent employees that file complaints. Complaints must be investigated by the Employer and the Employer must prepare a file reflecting the results of the investigation along with its decision on the complaint. If the employee selects the Union for representation, the file will be made available to the representative. Within 30 days, the Union may request that the decision be reviewed by the Equal Employment Opportunity Commission which may require additional investigation by the Employer or make its own investigation and order such corrective action, including back pay, as it deems appropriate.

ARTICLE 28
UNIT WORK

Section 28.01. Consistent with the provisions of Article 5, the Employer agrees to consider the views and recommendations of the Union in regard to policies and practices relating to assignment of work to non-bargaining Unit individuals to work which has been normally and historically assigned to bargaining Unit employees. Where such action has the probable effect of displacing Unit employees, the Employer will advise the Union in advance and meet to discuss measures of minimizing the impact on affected employees.

Section 28.02. In the event a problem arises with respect to such matters, the Union may bring such matters to the attention of the Employer. Upon notice by the Union, the Employer shall:

a. Meet with the Union representatives in order to discuss the matter and elicit points at issue. The Union representatives shall be equal in number to other members of management representatives required to be present by the Employer.

b. Inform the Union, in writing, of the Employer's determination of the matter.

Section 28.03. At any time a decision is made by the Employer which will result in transfer of positions, employees, or work from the bargaining unit, the Union will be notified by the Employer in advance of effecting such an action. The Employer will discuss the matter with the Union upon request.

ARTICLE 29
CONTRACTING OUT OF BARGAINING UNIT WORK

Section 29.01. This article describes the basic Commercial Activities (CA) Program of contracting out as it applies to the affected employees in the Unit. The particulars of the system are contained in Army Regulation 5-20, Commercial Activities Program, other laws, rules, regulations, and further supplemented by this Article.

Section 29.02. The Employer will notify the Union of any review, under the CA Program, which impacts on employees of the bargaining unit as defined by this Agreement. Such notice shall occur after notification to Congress by higher authority. The employees' Union officials and employees will be kept informed of cost study actions from initial congressional notifications to completion of the study, provided disclosure doesn't impact the objectivity of the study.

a. Union participation in the development of the Performance Work Statement (PWS) is encouraged since it is to the advantage of both the Employer and the Union that the PWS be as accurate as possible. Upon completion of the PWS, the Union shall have a specified period of not less than 10 calendar days to review the PWS. The Employer may extend this period for good cause, upon written request of the Union. Union comments, in writing, received by the Employer within the specified period will be carefully considered by the Employer. The Employer will issue the solicitation, but the Union may file additional recommendations, if desired. If a Union recommendation is adopted by the Employer after the solicitation for bid is issued, the Employer agrees to issue an amendment to the bid proposal. A copy of the amendment will be furnished the Union.

b. The Employer will apprise the Union of any change of status of the solicitation.

Section 29.03.

a. The Union will be furnished dates and times of cost-comparison and pre-proposal conferences and shall have the right to have two (2) Union representatives attend these meetings to observe the proceedings on official duty time without charge to leave or loss of pay, if otherwise in a duty status.

b. Subsequent to cost-comparison and before a contract is awarded; the Union shall be provided all data concerning the "in-house" estimate of cost of the work to be performed.

c. The Union may file a written appeal with the administrative appeal board within the period specified at the announcement of the initial decision.

Section 29.04.

a. When a function is contracted out under the CA Program, reduction-in-force (RIF) procedures, as specified in AR 5-20 and elsewhere in this Agreement, will be implemented for the purpose of determining impact on Unit employees. Consideration for retraining may be given to those Unit employees who might otherwise be separated under RIF procedures, consistent with the remaining mission requirements and staffing needs of the Employer. Displaced employees adversely affected by conversions to contract have the right to consider

employment possibilities with the contractor for positions for which they qualify. The term “adversely affected” includes those Unit employees impacted by job eliminations, grade reduction, or reassignment, or affected by “bumping” or “retreat rights” under RIF procedures.

b. The Employer may consider use of selective “freezes” on new hires to permit placement of Unit employees of the functional area affected by contracting out.

Section 29.05. The Employer will apprise all employees of their rights and any employee (upon request) shall be entitled to Union representation.

ARTICLE 30
BENEFICIAL IDEAS

Section 30.01. The Army Ideas for Excellence Program (AIEP) is intended to encourage employees to improve present policy, practices, and regulatory constraints which do not facilitate good management, and are not needed in time of war. Submission of ideas is not barred merely because of existing regulations of the Employer, or other appropriate higher authority. The AIEP is designed to improve morale by providing an opportunity for employees to take part voluntarily in the improvement of management within the Government.

Section 30.02. All ideas must be submitted by the employee on the appropriate form designated by the Employer. Submissions should include appropriate cost information to show effective savings or cost of implementation (if readily available), if the idea was to be adopted. If an idea involves deviating from an existing regulation, the idea submission should explain how and why the idea will facilitate efficiency, productivity, or improved management. Ideas will be evaluated in a reasonable time, and the employee will be advised of the adoption or rejection of the idea in writing. An employee may initiate a grievance over the time taken to evaluate an idea if he has not received a decision within a reasonable time (for example, after 120 calendar days from formal submission of the idea) and informal efforts and contacts with the AIEP Coordinator have not been satisfactory. Where feasible, such contact will be made by phone.

Section 30.03. The suggester may present the idea directly to the Employer, using the appropriate form. The Employer shall, without undue delay, obtain an evaluation of the idea, with a recommendation of adoption or rejection, and transmit it through command channels to the AIEP Coordinator, AMSSB-GRM.

Section 30.04. Reconsideration of a rejected idea will be in accordance with the review procedures of appropriate Army regulations as an exception to the grievance and arbitration procedures specified in this Agreement.

ARTICLE 31
BULLETIN BOARDS

Section 31.01. The Employer agrees to provide reasonable space on each bulletin board in each organizational area (area where employees report in and out) for the exclusive use of the Union. Such space shall be designated as mutually agreed to by the Employer and the Shop Steward. It is further agreed that if the Union desires, space will be allotted for an additional bulletin board supplied by the Union and that space allotted will be as mutually agreed to by the Employer and the Shop Steward.

Section 31.02. The Union is responsible for posting, maintaining, and removal of its material on bulletin boards and that posted or distributed literature will not violate any law, applicable provisions of this Agreement, or the security of Aberdeen Proving Ground, or contain scurrilous or libelous material. The Union may post or distribute material which meets acceptable criteria.

ARTICLE 32
SAFETY

Section 32.01. The policy of the Employer is to furnish a place of employment which is free from recognized hazards that cause, or are likely to cause, serious physical harm or death. To implement this policy, the Employer will operate an effective safety program and initiate appropriate measures to abate identified hazards, in compliance with appropriate law, rule, or regulation. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

Section 32.02. The Employer will recognize each Shop Steward as a Union Safety Committee member and the Steward's obligation to the employees of the Unit to report unsafe conditions to the Employer. The Employer will meet promptly, upon request, to discuss and resolve these safety problems. If a safety problem cannot be resolved at the lowest organizational level possible, the matter will be referred promptly to the next higher level, and if necessary, to the Safety Office for determination. After the Shop Steward's initial discussion with the Employer, the Shop Steward may, at his discretion, notify the Chief Steward to become involved in the discussions about the issue with the Employer.

Section 32.03.

a. In the course of performing their normally assigned work, Shop Stewards will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions, in their area of representational responsibility. If an unsafe or unhealthy condition is observed, the Shop Steward will report it to the Employer's lowest level organizational element involved. If the Employer cannot settle the matter at that level, it will be referred to an appropriate higher level of the Employer for resolution. At any time after the initial discussion with the Employer, the Shop Steward notifies the Chief Steward, and upon request of the Chief Steward, a representative of the Employer's Safety Office will be included in the attempt to resolve the problem.

b. Each employee:

(1) Shall comply with the standards, rules, regulations and orders issued by the Employer which apply to his or her actions and conduct concerning safety.

(2) Has the right to report unsafe and unhealthful working conditions to the Employer, and furnish a copy of the report to the Union if the employee desires to do so. A written report about an unsafe or unhealthy condition is preferred, but if the employee does not submit a written statement, the Employer shall make a written account of the condition reported. The Employer will provide a copy of the account to the Union upon the written consent of the employee. Upon request, the name of the employee making the report (or the names of other employees named in the report) shall not be disclosed, except to authorized representatives of the Secretary of Labor.

Section 32.04. No employee shall be required to work on or about moving or operating machines, or in areas where conditions exist that are unsafe or detrimental to health, until such conditions have been removed or remedied as far as can be done through the use of protective equipment or proper precautionary measures or safety devices. Also no employee who is engaged in work

which presents an immediate danger to life or limb shall be permitted to work alone or beyond the call or observation of other employees. Should any employee claim that a job to which he has been assigned is not safe or will endanger his health, the Employer and Shop Steward shall inspect the job to determine whether it is safe to proceed. If any reasonable doubt regarding the safety of the job remains, a recommendation shall be obtained from the Safety Office and carried out before proceeding.

Section 32.05. The Employer will furnish the protective clothing and equipment necessary for the performance of assigned work. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Employer and such recommendations shall receive prompt attention. The Union will encourage all Unit employees to use personal protective equipment and protective devices needed and provided by the Employer. The Employer will furnish safety footwear to those employees who are required to use it. Existing certificates for specific types or styles of safety footwear not stocked by the Employer will continue to be recognized by the Employer for replacement purposes without reference to the issue date of the certificate, providing the specified footwear meets applicable safety and job requirements. The following procedures apply when an employee is unable to wear safety footwear routinely stocked by the Employer and the employee does not have an existing certificate for special footwear:

a. Each employee hired after 18 November 1986, consistent with Article 33.07a or b is responsible for getting medical documentation concerning the problem, including any correction to any prescription, and paying for it. The Employer will consider any such information, and determine a course of action to provide the employee with safety footwear.

b. Under Article 33.07a or b when an employee alleges that he cannot wear standard issue safety footwear as a matter of personal comfort or style, the employee may obtain medical documentation to support the allegation, and pay for it. The Employer will consider any such information, and determine a course of action to provide the employee with safety footwear.

c. Under Article 33.02c, 33.02d(2) or (3), as appropriate, the Employer will pay for any medical examination or medically prescribed correction to safety footwear.

d. Notwithstanding the provisions of paragraphs a and b above, any employee who believes he has cause to file a claim for compensation benefits may do so. The Employer will process the claim in accordance with procedures in Article 33. The Employer may controvert the claim.

Section 32.06. The Safety Office will notify the chairman of the Union Shop Committee of all lost-time accidents occurring in the Unit, and will furnish upon request, all information and documents pertaining to the accident consistent with provisions of statutes, including the Privacy Act, and Freedom of Information Act, and rules and regulations of higher authority.

Section 32.07. The Employer will make every reasonable effort to provide adequate light, heat, ventilation, showers, wash-up and toilet facilities, locker space, and drinking water to the extent necessary for well-being, health, and safety of employees.

Section 32.08. Employees performing motorized grass cutting or disking operations in remote areas involving hazardous terrain shall not be required to work alone or beyond the call of or observation of other employees who are performing the same kind of work.

Section 32.09. The appropriate provisions of E.O. 12196 and Public Law 91-596 will apply to this safety article. An employee has the right to choose not to perform his assigned task because of a reasonable apprehension of death or serious injury coupled with a reasonable belief that no less drastic alternative is available. Moreover, only the employee who himself is exposed to the imminent danger has the right to take this kind of self-help measure.

Section 32.10. All individuals working in or frequenting any portion of a restricted area shall be informed or instructed (commensurate with potential radiological health protection programs in the protected area) as follows:

- a. Informed of the storage, transfer, or use of radioactive materials or of radiation in such portions of the restricted area.
- b. Instructed in the health protection problems associated with exposure to such radioactive materials or radiation, and in precautions to minimize such exposure, and in the purpose and functions of protective devices employed.
- c. Instructed in (including observation, to the extent within the individual's control) the applicable regulations and licenses for the protection of personnel from exposures to radiation or radioactive materials occurring in such areas.
- d. Instructed in his or her responsibility to report promptly to the Employer any condition which may lead to or cause a violation of appropriate regulations or licenses or unnecessary exposure to radiation or radioactive material.
- e. Instructed in the appropriate response to emergencies in the event of any unusual occurrence or malfunction that may involve exposure to radiation or radioactive material.
- f. Advised as to the radiation exposure reports which an employee may request in accordance with appropriate regulation.

Section 32.11. The Employer shall furnish appropriate personal protection equipment, to include respiratory protection devices, and dosimetry devices, to those employees required by appropriate regulation to be protected and monitored for radiation hazards in the performance of their duties.

Section 32.12. Personnel monitoring devices shall be cared for, and handled, as follows:

- a. When personnel monitoring devices are not being worn, they will be stored in locations approved in writing by the Employer. The devices will be located conveniently close to, but outside of, any radiation area.

(1) To assure persons wear only their own dosimeter, personnel monitoring devices will display some individual identification.

(2) Under no circumstance will the personnel monitoring device be permanently inscribed with a name, number, or other identifying symbol.

(3) The small window on the front of the dosimeter holder will not be covered by tape or any other material.

b. The Employer will insure that the personnel monitoring device issue to, or used by, one person will not be issued to, or used by, another person during the same wearing period.

c. When leaving controlled areas (radiation restricted), or at the end of the workday, all personnel monitoring devices will be left in a location approved by the Employer in writing.

Section 32.13. Employees are responsible for wearing appropriate personal clothing at work for the job assigned. Employees working in industrial facilities or areas, or engaged in work where they would be subject to cuts, abrasions, burns, or insect bites or stings will (as a minimum, wear safety shoes and personal clothing to protect the body, arms, and legs). For example, long- or short-sleeve shirts, or long pants or walking shorts are considered suitable for such duties, while "tank-tops," "cutoffs," and "shorts" may not be suitable. The Employer may authorize exceptions on a case-by-case basis. The exceptions should be documented in writing, and be for a specific period or assignment. The Employer will provide Personal Protective Equipment (PPE) to employees requiring it for the performance of assigned duties, as needed.

ARTICLE 33
MEDICAL DETERMINATIONS

Section 33.01. It shall be the policy of the Employer that any employee who is injured in the performance of his duties shall be advised of all of the benefits which may be available to him.

Section 33.02. The full assistance of officials of the Employer will be made available to the injured employee. These officials will be responsible for requiring the reporting of all known on-the-job accidents and injuries promptly on OWCP Form CA-1, providing immediate first-aid or emergency medical treatment, advising injured employees of the benefits available to them, and providing them with the necessary forms in support of claims for compensation. In cases of claims, the Employer will assist the employee in completing such forms and in forwarding them to the appropriate officials.

Section 33.03. After the Employer receives a properly executed "Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation" (Office of Workers' Compensation Form CA-1) from an employee, or a person acting in his or her behalf, the Employer shall forward the form to the Office of Workers' Compensation within 14 calendar days after its receipt. In any case where the Employer believes it has reasonable cause to controvert the claim, the CA-1 will still be forwarded to OWCP within the time limit specified, and justification for the controversion will be forwarded as soon as possible thereafter, with a copy to be furnished to the person filing the claim.

Section 33.04. The Employer will explain to the employee and his Union representative if requested by the employee and available within a reasonable time frame, his option of using sick leave in cases of lost-time situations resulting from occupational injuries or being compensated by the Office of Workers' Compensation Programs. The employee will also be advised that transportation and medical care may be provided by, or authorized and paid for by the Office of Workers' Compensation Programs in cases of approval of claims for job-connected injury or disability, in accordance with applicable rules and regulations.

Section 33.05. The Union agrees to assist the Employer in encouraging employees to promptly report personal injuries which are occupational in nature.

Section 33.06. It is understood that an employee who has suffered a job-related illness or injury is entitled to Union representation upon the request of the employee. The following procedures apply:

a. The Shop Steward or Chief Steward for the employee's assigned area, can assist in completing any official Office of Workers' Compensation Program (OWCP) forms required of the employee by that agency in filing a claim for compensation (e.g., OWCP Form CA-1). The employee and Shop Steward (or Chief Steward), if otherwise in a duty status, will each be permitted official duty time without charge to leave or loss of pay, to fill such forms out. If the Shop Steward (or Chief Steward) is acting on behalf of the employee, the same entitlement to duty time applies.

b. After the employee files an OWCP Form CA-1, and requests further representation by the Union concerning that claim, the employee must designate that representative in writing from a

list of four injury-compensation specialists previously designated in writing to the Employer by the Union. Such representation will be granted without charge to leave and/or loss of pay and while the representative is in duty status shall be confined to representation on Aberdeen Proving Ground or inquiry by telephone.

Section 33.07. Medical determinations related to employability will be handled consistent with the following procedures and principles. However, nothing in this section shall preclude the Employer from offering or requiring a medical examination consistent with appropriate law, rule, or regulation:

a. Anytime an employee wishes consideration of any medical condition to support a change in duty status, assignment of duties, working conditions, or other benefit or special treatment, the employee bears the burden of getting the medical documentation and paying for it.

b. Anytime an employee wishes to have a medical condition considered as a contributing factor in any performance, conduct, or attendance problem, the employee bears the burden of obtaining the documentation and paying for it. Normally, the employee must submit this information not later than the close of the period specified for a reply to a formal notice of disciplinary or adverse action (see Article 23 or 24), or written notice of an opportunity to demonstrate acceptable performance, or subsequent action proposing loss of pay for the employee, or reassignment, demotion, or removal of the employee because of unacceptable performance (see Article 42).

c. The Employer may offer the employee a medical examination whenever it determines that it cannot grant, support, or further act on the request on the basis of the documentation submitted, and needs verification of the clinical findings and current clinical status of the employee. If the employee accepts the offer, the Employer will select the examining physician and pay for the exam and any associated tests and any other evaluation from one or more specialists, as determined necessary by the examining physician.

d. The Employer may require medical examination of any employee under the following circumstances:

(1) As part of an established program of medical surveillance related to occupational or environmental exposure or demands; or

(2) Whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of the position; or

(3) When the employee is receiving workers' compensation or assigned to light duties, and the Employer has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his or her condition.

e. When the Employer orders or offers a medical examination, it shall do so in writing, giving the reasons, and stating the consequences of failure to cooperate. The written notice shall also provide other appropriate procedural information or requirements. The employee shall be given a written decision which shall include a discussion of rights available to him.

f. Medical documentation will be treated in accordance with appropriate regulations, to assure confidentiality of privileged information. Results of examinations will be filed with the employee's medical records.

Section 33.08. Any employee who suffers a work-related injury or illness, or who is potentially disabled from causes unrelated to work, may be placed on a type of work, if available, that will not aggravate the illness or injury. The Employer may make reasonable effort to provide light duty assignments.

a. If the employee is not ready, willing, and able to perform such assigned duties, he will be placed in an appropriate status (for example, annual leave, Leave-Without-Pay, sick leave, or other appropriate action initiated by the Employer).

b. When there is evidence that an employee is unable physically to perform the duties of his position and work cannot be found, the employee will be advised that upon request he may have the Shop Steward present at any discussion of his rights.

Section 33.09. Special provisions concerning issuance of safety shoes to an employee who needs corrective footwear are at Article 32.05.

ARTICLE 34
TRAVEL

Section 34.01. Employees will be compensated for time in a travel status as provided by applicable laws and regulations. In view of the foregoing, travel for Unit employees will be scheduled as far in advance as practical so that travel time coincides with the employee's regular work time on regular workdays or during corresponding work hours on non-workdays. Deviation from this policy must be recorded by the Employer with the reasons for the deviation and a copy of the record will be furnished to the affected employee.

Section 34.02. When travel is necessary and ordered, the desires, convenience, and comfort of the employee will be given due consideration consistent with the mission assigned. However, the employee is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

Section 34.03.

a. A standard travel order will be issued to employees when required to travel beyond the local area. The local area for purposes of this Agreement is considered a distance which the employee can travel to, accomplish assigned work, and return from during his regularly schedule days and hours of work.

b. The Employer will make reasonable efforts to provide employees in advance with complete and accurate information in respect to: (1) purpose of travel assignment; (2) anticipated duration of assignment; (3) mode of transportation to the job site; and (4) arrangements made for quarters and transportation at the job site. Whenever possible, employees shall receive their travel orders sufficiently in advance to permit completing arrangements for transportation during working hours and prior to departing.

Section 34.04. Where the nature and location of the work at the temporary duty station is such that suitable meals cannot be obtained, reimbursement will be authorized for necessary round-trip transportation to the nearest place where suitable meals can be obtained, provided a statement of the necessity for such travel accompanies the travel claim.

Section 34.05.

a. When performing official travel the requirement for use of Government quarters will be determined by and in accordance with statutes and published Department of Defense and Department of Army regulations.

b. When the use of Government quarters is required, the Employer will, at the request of the employee designated to perform the travel, obtain information describing the type of facilities available.

c. For the purpose of defining adequacy of quarters, it may be generally be anticipated that: The minimum accommodations shall consist of a private room and central latrine. Employees may occupy Government quarters which are less than adequate on a voluntary basis. When it

has been determined that adequate Government accommodations are not available, the employee may request a statement of non-availability.

d. If Post quarters are utilized an employee is entitled to use of the following to the extent limited by regulations: exchange privileges; Post Theater; Open Mess Facilities; appropriate fund dining facilities, when necessary; medical care facilities; and Post Transportation (bus and taxi).

Section 34.06. Except for training course requirements and special projects and missions, travel assignments shall be rotated among employees wanting to travel within organizational elements (shop and job classification) to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. An employee may be relieved of a travel assignment upon request, provided the employee secures the consent of another qualified employee who possesses the skills required for the assignment and who is willing to substitute for him, and the Employer agrees to the substitution.

Section 34.07. Per diem allowance for travel shall be the maximum amount available and authorized under provisions of appropriate regulations of higher authority.

ARTICLE 35
EMPLOYEE SERVICES

Section 35.01. The Employer will furnish all hand and shop tools needed for employees to perform their duties. However, it is recognized that some employees may wish to furnish certain tools for their use and may do so.

Section 35.02.

a. The Employer will make available, on a job-needed basis, cold weather clothing when employees are required to work out-of-doors for extended periods of time during extreme conditions of cold when the personal clothing which employees are expected to have as a condition of their employment would be inadequate. The Employer further agrees to make available, on a job-needed basis, protective clothing, when employees who normally work inside are required to work outside in rain or snow.

b. The Employer agrees to furnish all necessary protective clothing for work in a controlled temperature area for an extended period of time.

Section 35.03. The Employer will furnish suitable hand protection to employees as required by job conditions.

Section 35.04. A means to obtain food and to clean their hands will be provided to employees who:

a. Normally work away from their shop in remote areas where it is not feasible to return to the shop for the lunch period and who fail to bring their lunch on occasion.

b. Normally work in an area where lunch is obtainable but are assigned to remote areas to work without advance notice.

c. Every consideration shall be given to an employee's requests to return to the shop for the lunch period.

Section 35.05. Employees who work in the field away from the shop shall be provided toilet facilities within reasonable distance from their work place or be provided transportation thereto.

Section 35.06. The Employer agrees to furnish safety shoes, safety glasses, including prescription glasses and sunglasses, as needed, to the employee to safely perform his duties. The Employer will make necessary arrangements for obtaining the items. Where an employee is required to wear non-stock special clothing or safety equipment, the Employer shall initiate the requisition without needless loss of time.

Section 35.07. Every effort will be made by the Employer to provide eating areas reasonably accessible to shop or normal work areas.

Section 35.08. In those cases where employees must work in areas where smoking is prohibited, the Employer will set aside smoking areas where possible and will allow personal time for smoking at reasonable intervals that would not adversely affect work requirements.

Section 35.09. The following applies to blood donation:

a. Employees who volunteer as blood donors, without compensation, to the American Red Cross, military hospitals, blood banks, or in response to emergency calls for needy individuals, may be granted excused absence as stipulated below unless the employee has been rejected as a donor by medical authorities.

b. Employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusal time will not exceed 4 hours, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized.

c. Excusal from work without charge to leave applies only to the day on which the donation occurs. If the employee requires additional time for recuperation, such absence shall be charged to sick leave.

d. An employee who is not accepted as a donor shall report back to the shop without needless loss of time. Excusal time as in Section 35.09b above will be granted, however, for the time spent attempting to donate.

Section 35.10. The Employer agrees to furnish the Union a copy of the Aberdeen Proving Ground regulations pertaining to civilian personnel matters, and such others as may be requested by the Union which deal with matters subject to consultation. The Employer further agrees that if sufficient copies of Department of the Army Civilian Personnel Regulations are not available for distribution to the Union, the Union may review those available in the Employer's file.

Section 35.11. The Employer agrees that all Government-owned trucks and passenger carrying vehicles that transport employees to and from their place of work shall always be in safe driving condition and equipped with adequate fixed seating. When the number of personnel is few and such hauling is not a regular function of a vehicle, personnel may be carried without fixed seats, provided each passenger remains seated wholly within the body of the vehicle and the body is equipped with stakes or sideboards. Whenever a dump truck is used to transport personnel, positive locking devices will be utilized to prevent inadvertent actuation of hoist controls. Drivers of motor trucks carrying passengers will:

a. Walk to the rear of a vehicle before starting in order to assure that the tailgate or safety device is in place and that all passengers are seated.

b. Walk to the rear of a vehicle after stopping, release safety device and/or lower tailgate before passengers are permitted to dismount.

c. Refuse to move a motor vehicle in which any personnel are in unsafe positions, such as standing, attempting to ride between the cab and body, hanging on sides, running boards, or fenders, or sitting on tailgate or the side of the truck.

d. Assure that when tools, materials or equipment are being transported in the same vehicle at the same time employees are being transported, such tools, materials, and equipment will be secured in such a manner as not to constitute a hazard to the passengers.

Section 35.12. Coveralls will be furnished to employees working outside their job classification on particularly dirty jobs that would cause undue soiling of clothing normally worn in performing their regular function.

Section 35.13. The Employer recognizes that it has a responsibility for the training of employees as part of the work situation. Employees must develop the skills needed for effective performance on the job or in future assignments that can reasonably be expected. Therefore:

a. The Employer will identify the need for training, and the appropriate source to provide the necessary training (for example, to include, but not limited to, Government or non-Government facilities, correspondence courses, computer-based training, or distance learning). The Employer will consider an employee's request for specific training, but the Employer has the sole discretion to determine whether the training is job-related and needed (as opposed to desirable) to perform assigned duties.

b. In accordance with appropriate law, rule, or regulation, the Employer will pay for registration fees, tuition, course-related books, supplies, or fees, per diem, and travel.

c. In accordance with appropriate laws and regulations, the Employer may pay for the physical examination associated with maintaining a Commercial Drivers License (CDL) using qualified on-site physicians if available. Expenses are subject to budgetary constraints. This authority may not be used for employees seeking to qualify for positions.

ARTICLE 36
GENERAL PROVISIONS

Section 36.01. The Employer will furnish the Union a current listing of all employees in the Unit on a quarterly basis. Such listings shall include the name, cost center, grade, job title, and rate of pay. In addition to the listing, the Employer shall furnish the Union a key to the cost center code and shall furnish all changes thereto on a current basis.

Section 36.02. The Employer occasionally may have to assign one or more employees to perform work that the employee(s) consider to be "menial" or "dirty." Upon request of the Union, the Employer will meet with the Union, and the employee(s) if needed, to discuss the concerns. The Union will inform the Employer of any employee dissatisfaction which develops.

Section 36.03. The Employer may normally provide time for an employee to wash-up prior to lunch and the end of the shift. The nature of the task assigned the employee shall be considered by the Employer in determining whether to grant the time and the period of time allowed.

Section 36.04. Normally, the Employer shall inform employees in writing who will be responsible for discharging personnel management responsibilities which apply to the employees, for example, to include but not limited to, assignment work, approving leave, marking performance, and so on.

Section 36.05.

a. If an employee who is operating a motor vehicle within the scope of his employment has an accident which results in a suite place against him for damages to property or for personal injury or death, such employee will deliver to the Employer, the papers served upon him. The Employer shall furnish the papers and other necessary information to the U.S. Attorney for appropriate action by him in accordance with applicable laws and regulations. The employee will make prompt notification to the Employer of all such accidents in which he is involved, and the Employer will advise the employee of his responsibilities as provided herein. The Federal Tort Claims Act shall be available to any Federal employee involved in an accident while engaged in the scope of this Federal employment in which a suit covered by that act is brought against the Federal employee.

b. Any employee of the Unit having an accident while operating a Government motor vehicle within the scope of his employment which results in an adverse finding against him for loss or damage to Government property may obtain legal assistance as provided by paragraph 4-11, AR 735-11, subject to the limitations contained therein. Upon request, the employee may be assisted by the Union.

Section 36.06.

a. When an employee has reported to his normally designated work area, and then is assigned to another area, the Employer will provide transportation, if required.

b. Any employee in the Unit who is required to use his/her own privately-owned vehicle in the performance of officially assigned duties in lieu of Government-furnished transportation

shall be reimbursed for such use at the official mileage allowance then in effect in accordance with appropriate laws, rules, and regulations.

Section 36.07. The Employer agrees to make ambulance service available on all shifts.

Section 36.08. An appropriate vehicle will be made available for hauling compressed gas cylinders in accordance with appropriate safety regulations.

Section 36.09. Normally, the Employer will keep Gate 13 open for Unit employees subject to staffing and internal security requirements.

Section 36.10. Retirement issues, to include but not limited to counseling services and estimates, will be referred to the Army Benefits Center-Civilians (ABCC). The ABCC may be contacted by phone, 1-877-276-9287, or their website, <https://www.abc.army.mil>.

Section 36.11. The Employer will not initiate an attitude survey of Unit Members about personnel policy practices and work conditions without prior notification to the Union.

Section 36.12. All complaints involving the equal pay act which prohibits discrimination in the payment of wages to men and women employed in the same agency performing jobs requiring substantially equal skill, effort, and responsibility which are performed under similar working conditions will be filed with the head of the activity by which the employee is employed (see Article 2) for processing through agency channels.

Section 36.13. The Employer agrees that it will make available to employees covered by the Agreement on-base child-care centers and family care centers in accordance with regulations. Opening to these centers will be on a "first come, first served" basis. Vacancies in the centers will be publicized through the normal means of communication, including notice to the Union.

ARTICLE 37
VOLUNTARY WITHHOLDING OF UNION DUES

Section 37.01. The Employer will deduct Union dues from the pay of those eligible employees who voluntarily authorize such deductions on Standard Form 1187 who are members of the Union or who have applied for membership in the Union.

Section 37.02. In order for the Union dues, which consist of the regular periodic amount required to maintain a member in good standing in the Union, to be deducted by the payroll office of the Employer from the pay of an employee each biweekly pay period, the following requirements must be met by the Union:

a. The employee desiring to have dues deducted from his biweekly pay must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of a voluntary allotment as provided herein.

b. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues. When an employee is on dues deduction and is in a nonpay status for the entire pay period, no withholding will be made to cover that pay period. In the case of an employee who is in a nonpay status for part of a pay period, dues will be deducted provided his pay is sufficient to cover such deductions after other required deductions are made.

c. The employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187 and transmit same to the payroll office of the Employer.

Section 37.03. Deduction of dues designated on Standard Form 1187 will commence not later than the first pay period following the pay period the form was received by the payroll office.

Section 37.04. The amount of dues deducted each biweekly pay period shall be the amount certified by the Union in Section A of Standard Form 1187 or the amount certified by the Union at a subsequent time after receipt of Standard Form 1187. Any change in the amount of dues deduction certified by the Union will become effective the first pay period following the pay period the notice of change is received by the payroll office. A change in the amount of allotment for the payment of dues and which blankets all Unit employees on allotment for dues may not be made more frequently than once each twelve months.

Section 37.05. An employee who wants to revoke his or her allotment for dues to the Union shall take the following steps:

a. Contact the Union or the payroll office representative by phone or in person to determine the anniversary date and the thirty-day period in which the revocation can be filed. The anniversary date is the date on which the employee authorized the dues deduction.

b. Complete at Standard Form (SF) 1188 to revoke the allotment. Take the completed SF 1188 to the Union or the payroll office representative not earlier than thirty calendar days before the anniversary date. The Union shall authenticate the SF 1188 in the thirty-day period and

return the SF 1188 to the employee, who will take the SF 1188 to the Employer's appropriate Civilian Payroll Office for action.

c. The Payroll Office shall set up a "suspense file" for any SF 1188s received after the employee's anniversary date and act on it during the thirty-day period before the employee's next anniversary date, to revoke the allotment. The Payroll Office shall notify the Union when an SF 1188 is received under these circumstances.

Section 37.06. An employee's voluntary allotment for payment of his regular Union dues will be terminated by the Employer's payroll office with the beginning of the first pay period following the pay period in which any of the following occur:

- a. Loss of recognition by the Union.
- b. Separation of the employee.
- c. When the Agreement between the Employer and the Union ceases to be applicable to the employee.
- d. Receipt by the Employer's payroll office or written notification from the Union that the employee has been expelled or has for any reason ceased to be a member in good standing in the Union.

Section 37.07. The Union is responsible for promptly notifying, in writing, the Employer's payroll office when any member of the Union is expelled or for any reason ceases to be a member of good standing.

Section 37.08. The Employer's payroll office will transmit to the Financial Secretary or Secretary-Treasurer of the Union not later than three (3) workdays after each payday the following:

- a. An alphabetical list in duplicate containing the names and payroll numbers of employees authorizing voluntary allotments of dues. The list will also include the total monetary amount of the allotment deductions together with the total number of such deductions.
- b. A check drawn on the Treasury of the United States and made payable to the Union in an amount equal to the grand total of all such deductions.

Section 37.09. It is the responsibility of the Union to inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization, as set forth in Sections 2 through 5 of this Article.

Section 37.10. This article is subject to reopening in accordance with the Article on duration and changes contained in this Agreement. The termination or expiration of this Agreement does not terminate this Article.

Section 37.11. Any employee of the Unit who has an allotment for dues deduction in effect, and who is temporarily promoted to a position outside the bargaining unit (e.g., to a supervisory position, or to a position under the General Schedule), shall terminate the dues deduction until his return to the bargaining unit, at which time the Employer will start his dues deduction again as if there had been no interruption. The same shall apply to any employee formally detailed more than 30 calendar days to a position outside the bargaining unit.

ARTICLE 38
PUBLICIZING THE AGREEMENT

Section 38.01. Within 60 days following the Employer's receipt of a copy of the approving authority's notice to the Union that all provisions of the Agreement are in compliance with law, rule, or regulation the Employer shall print this Agreement and distribute a copy to each employee within the Unit. Sufficient copies shall be printed to provide new employees a copy and to provide the Union a reasonable number of copies for their needs and purposes.

Section 38.02. If the approving authority does not approve or disapprove the Agreement within the 30-day period required by Sections 7114(c) (2) and (3), the Employer shall print and distribute the Agreement within sixty (60) days after the date the Employer officially determines the approving authority failed to meet the time limit.

Section 38.03. New employees hired into a position within the Unit will be introduced by the Employer to the Shop Steward of the area to which the employee is initially assigned, and at that time will be given a copy of this Agreement.

ARTICLE 39
DURATION AND CHANGES

Section 39.01. This Agreement as executed by the Parties and approved by higher authority shall remain in force and effect for a period of three (3) years from the date of its approval by the head of the agency, and from year to year thereafter, unless either Party serves notice on the other that it wishes to terminate or modify the Agreement:

a. Such notice must be received not more than 105 days nor less than 60 days prior to either the end of the third year following the date of approval or the end of one of the annual extensions thereafter. Such notice shall be in writing, and if modification is desired, shall include the Article(s) to be modified and a summary of the modification proposed.

b. After receipt of the above notice, the Parties shall meet to commence negotiations of the Articles to be modified not later than the fifty-fifth (55th) day prior to the original or annual extended termination date of this Agreement, or on the first workday thereafter if it should fall on other than a workday.

c. In the event renegotiation of this Agreement is in progress and will not be completed by the terminal date, this Agreement may be extended for a specified period if the Parties so agree or if so ordered by higher appropriate authority.

d. If the head of the agency fails to approve or disapprove the Agreement within the 30-day period prescribed by law, the Agreement shall take effect on the 31st day after its execution.

e. If the head of the agency approves the Agreement, the Parties agree that it shall become effective on the 30th calendar day after the date of its approval by the reviewing authority. Disapproval of any Section or Article constitutes disapproval of the entire Agreement or amendment, unless otherwise agreed by the Parties in writing.

f. Upon reaching the third-year anniversary date, if neither Party proposes to amend the Agreement as described in Section 39.01. the Parties agree that they will meet to negotiate language to bring provisions of the Agreement into conformance with law, rule, or regulation of higher authority, the Department of the Army, the Department of Defense, and Executive Order.

g. Amendments to the Agreement, including amendments made under

Section 39.03. shall be processed as specified above, effective for the remainder of the 3-year period or any extension. Amendments to the Agreement shall be reproduced and submitted to the head of the agency as appropriate, and if approved, distributed as provided by Article 38.

Section 39.02. This Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Public Law 95-454, as amended.

Section 39.03. This Agreement, except as specified in Section 39.01 above, is subject to amendment, as follows:

a. Amendment may be required because of mandatory changes made in applicable laws, rules, regulations, or Executive Orders after the effective date of this Agreement. In such event, the Parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, regulations, or Executive Orders.

b. This Agreement may be opened for amendment by the mutual consent of both Parties at any time after it has been in force and effect for at least six (6) months. Requests for amendment under this subparagraph by either Party must be in writing, must designate the specific Articles to be amended and must include a summary of the amendments proposed. The Parties shall meet within fifteen (15) calendar days after receipt of such notice to discuss the matter involved in such request. If the Parties agree that opening is warranted on any specific Article(s), they shall proceed to negotiate amendment of those specific Articles only.

c. This Agreement shall be opened for amendment upon the written request of third Party made within thirty (30) calendar days after receipt by such Party of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or the Department of the Army, which affects any of the terms and conditions of this Agreement or which substantially alters the discretionary authority of the Employer with regard to any items dealt with in this Agreement. Requests for such amendment will include a summary of the amendment proposed and make reference to the appropriate order, instruction, or regulation upon which each such amendment request is based. The Parties shall meet within fifteen (15) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, instruction, or regulation, and the discretionary area which the same delegates to the Employer.

Section 39.05. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions of this Agreement shall be made by any employee or group of employees with the Employer, and if made, shall not be binding on the Parties hereto.

Section 39.06. The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all the terms and considerations herein described.

Section 39.07. If the Parties become deadlocked in negotiations on any issue, either Party may request the services of the Federal Mediation and Conciliation Service. If the Parties fail to reach agreement after mediation, the Employer will provide the Union seven (7) calendar days written advance notice of its intent to implement the change unilaterally. If the Union chooses to submit the issue to the Federal Service Impasses Panel or the Federal Labor Relations Authority, it will do so within the time limitations allowed. The Employer may implement the change if the Union submits the issue to the Panel recognizing that it acts at its own peril and may be directed by the Panel to revert to the status quo. Filing with the Panel does not lessen the responsibilities of the Parties to seek local resolution of the issue(s).

ARTICLE 40
TARDINESS AND BRIEF ABSENCES

SECTION 40.01.

- a. Tardiness and brief absences may be excused for reasons which are outlined below:
 - (1) Car pooling.
 - (2) Traffic tie-up.
 - (3) Base security.
 - (4) Energy conservation policies.
 - (5) Situations beyond the employee's control for a period up to fifty-nine (59) minutes.
- b. Chronic tardiness and brief absences may be cause to consider appropriate discipline.

ARTICLE 41
PARKING

Section 41.01. Available parking areas will be provided for employee parking as close to assigned work areas as practicable. In this connection, appropriate representatives of the Employer and the Union shall review alleged inequities in the utilization of available parking facilities. To the extent that it is discretionary with the Employer, no fees will be charged for parking.

Section 41.02. When reserved parking spaces are provided for the supervisors in a work area, spaces will also be provided for the Chairman or Assistant Chairman of the Union Shop Committee or Chief Steward assigned to the same work area and using their private vehicle for transportation to and from work on a daily basis.

Section 41.03. Unit employees handicapped to the extent that walking to and from a parking lot would create an undue hardship, as determined by the Occupational Health Clinic, shall be assigned a reserved parking space as close to their work areas as possible. Periodic reevaluation of handicapped employees afforded this special parking consideration may be required where there is reason to believe the employee's condition may have improved to the extent that special parking consideration is no longer valid.

Section 41.04. The Employer agrees to provide four reserved parking spaces for the Union's use at its assigned office location in a Government-provided facility.

ARTICLE 42
PERFORMANCE APPRAISAL SYSTEM

Section 42.01. Introduction. This article describes the performance standard and performance appraisal system for employees in the Unit. The particulars of the system are contained in appropriate regulations, as supplemented by this Article.

Section 42.02. General. A performance standard is a statement of the types and levels of performance expected which serves as a measuring tool to be used in assessing responsibilities and objectives. A standard may be expressed as level of employee achievement in terms, including, but not limited to, technical competence, initiative, adaptability, working relationships, communications, responsibility, and dependability as required for the performance of the duties assigned to the employee. Performance standards will reflect the duties and responsibilities of the duties assigned to the employee. The minimum rating period is 120 days after the employee has received a performance standard, or a major revision to a performance standard. The Parties agree that, while more frequent reviews may be desirable and necessary, a midyear review will be made. An appraisal will normally be prepared for each Unit employee at least once each 12-month period, but may be extended for good cause.

Section 42.03. Employee Participation. Establishment of performance standards should be a joint planning and communication process between the employee and supervisor. Employee participation in establishing performance standards is encouraged and employee views will be appropriately considered; this may be accomplished informally through individual or group discussions. The Parties recognize that the establishment of performance standards ultimately is the responsibility of the Employer.

Section 42.04. Representation. When the Employer communicates the establishment or revision of performance standards to one or more employees, it is a formal discussion within the meaning of appropriate law. The Employer shall afford advance notification to the Union representative of the opportunity to attend. Normally, the Shop Steward will be the representative, however, nothing in this section shall preclude another Union representative when the Union feels such action is warranted. Nothing in this section precludes attendance of a Union representative upon later request by the employee.

Section 42.05. Procedures. Performance standards for identical or similar positions are normally expected to be consistent. Performance standards shall be reduced to writing and signed by the Employer after considering employee input. It is desired that employees sign and date performance standards to indicate their awareness of the information. If the employee declines to sign the performance counseling checklist, the Employer will annotate the checklist to show that the employee declined to sign, date it, and give the original to the employee. Progress reviews will be made with the ultimate goal of improving or maintaining the employee at an acceptable level of competence.

Section 42.06. Applications.

- a. The evaluation given employees shall be prepared in accordance with the following:

(1) The Employer will discuss the employee's job performance with the employee in private surroundings at least at midyear of the appraisal period. This discussion is not a formal discussion and does not give rise to the right of Union representation.

(2) The Employer will insure that employees are fully informed about the system.

(3) If the Employer has identified deficiencies in the employee's performance, the employee shall be notified when the problem is perceived. The Employer may suggest ways for the employee to improve in order to perform duties at the expected levels. At any time during the rating period, if the Employer determines an employee's work needs improvement, or is failing, any progress review normally will be reduced to writing and a copy given to the employee. Progress reviews are not grievable until such time as they are actually relied upon in the record to effect remedial action due to failing performance.

(4) If at any time during a performance counseling session the employee feels he/she has reasonable cause to believe that disciplinary or remedial action due to failed performance may result after the session, the employee may request the presence of a Union representative, who will normally be the Shop Steward, and the session will be recessed to afford the employee reasonable opportunity to obtain the representative. The representative may participate to clarify the discussion but the employee is accountable for performance.

(5) The annual performance evaluation is subject to review and approval by the Employer, in accordance with appropriate regulations.

b. A Wage Grade or Wage Leader employee with an annual performance rating of successful performance or better shall advance automatically to the next higher step within the grade, in accordance with appropriate law and regulation. If the Employer issues to an employee an annual performance rating indicating need for improvement or failure in performance, the employee's next Within-Grade-Increase (WGI) (if any) shall be withheld. The Employer shall advise the employee, in writing, of what must be done in order to improve. The WGI will be granted upon a subsequent determination by the Employer that the employee is performing at least successfully. A new rating of record showing the appropriate level of performance will be issued.

c. Unacceptable Performance – The Employer may initiate action at any time in accordance with appropriate law and regulation to reassign, reduce in grade, or remove an employee whose performance is failing.

(1) After receipt of a formal written notice of the action proposed by the Employer, the employee (upon request), may be represented by a Union representative or other representative.

(2) The Employer shall issue a written decision in the matter, and the decision shall include information concerning the employee's right to grieve through the negotiated, grievance procedure or appeal, as appropriate.

(3) If, after receipt of a notice of proposed removal, an employee who is otherwise eligible, elects to submit an application for retirement due to disability, the Employer may stay the decision on the removal for not to exceed 90 calendar days to permit the Office of Personnel

Management to determine whether the medical evidence submitted by the employee warrants granting the retirement.

(4) Schedule of Ratings: The Employer shall establish a schedule for conducting appraisals of employee performance, and inform the Union and employees of the schedule. The annual appraisal is due not later than forty-five (45) calendar days after the end of the rating period, or extension of the period. The rating period for Unit members shall be from 1 March to the last day of the following February, or as otherwise adjusted based on an individual employee's circumstances.

ARTICLE 43
APPRENTICE PROGRAM

Section 43.01. The following procedures apply to this Article:

a. In the event that the Employer establishes an Apprentice Program within any of the activities identified in Article 2 of this Agreement, to meet future staffing needs of the Employer, such program shall meet requirements of the Department of the Army, and Department of Labor in effect at the time it is established. The Employer will advise the Union, and give the Union an opportunity to bargain concerning "impact and implementation" over establishment of the program.

b. In the event that the Employer renews the Apprentice Program within the Directorate of Installation Operations (DIO), USAGAPG, the Union shall be notified and afforded an opportunity to bargain concerning "impact and implementation" of the renewal.

c. The Parties recognize that the ongoing Apprentice Program within the DIO is exempt from "impact and implementation" bargaining during the term of the apprentices currently enrolled, absent any modification to the program initiated by the Employer.

Section 43.02. An Apprentice shall follow a formal training program prescribed by the Employer; and his progress shall be evaluated periodically, usually at six-month intervals, over the four-year program. An Apprentice who is performing satisfactorily and has fulfilled his training obligations during each six-month's phase normally will be advanced to the next phase at a higher rate of pay.

Section 43.03. The Employer agrees to the following arrangements:

a. Up to four hours official duty time per week may be granted to an Apprentice for study or completion of study assignments.

b. Apprentice records will be prepared and maintained in a timely manner to assure that no Apprentice is denied advancement solely due to inadequate recordkeeping.

c. Each Apprentice shall enter into a formal contract with the Employer which shall identify in more detail the specific obligations of the Employer and those of the Apprentice.

d. Each Apprentice, upon request, is entitled to be represented by the Union about the Apprentice's concern over his pay rate, training, lack of advancement, or similar employment issues. Upon written designation of a Union representative, the Employer shall make pertinent records of the Apprentice available to the designated representative, to the extent permitted by appropriate law, rule, or regulation of higher authority. Normally, the representative shall be the Shop Steward, by the Union may designate another person as it deems appropriate.

e. The Employer normally shall designate a Committee to monitor program responsibilities. An Apprentice, if not satisfied with an explanation of the Employer, may present dissatisfactions to the Committee, and upon request, is entitled to be represented by the Union before the Committee. As appropriate, the Committee will be involved in the consideration of any

grievance filed by the Apprentice or the Union under Article 25 of the Agreement. If the dissatisfaction concerns the Apprentice's six-month progress evaluation, the Apprentice bears the burden of showing that he has met or exceeded his skills training responsibilities or study obligations so as to warrant advancement to the next phase and rate of pay.

f. The Employer shall furnish transportation, tuition, and associated fees (or reimbursement for same) for training of an Apprentice in a Government or Non-Government facility as deemed necessary by the Employer in accordance with applicable laws and regulations.

g. Upon satisfactory completion of the program the Apprentice will receive a Certificate and normally will be advanced to the journeyman level of his job family.

h. When an individual placed in an Apprentice position has had previous experience in the trade (or experience substantially similar to that afforded by the trade), previous training at a vocational school, or relevant training as a member of the uniformed service, such experience and training will be evaluated by the Committee. Credit for this experience may be allowed on the term of apprenticeship. Such credit will not exceed one-half of the apprenticeship term. Where credit has been allowed for prior experience, the Apprentice will be paid at the wage rate established for the level to which advanced.

ARTICLE 44
TECHNOLOGICAL CHANGE

Section 44.01. The Employer will advise the Union in advance as far as possible of any proposed technological change. Technological change is defined as any change in equipment, material and/or methods utilized in performing Unit work which will result in any reduction in the number of Unit employees. Upon request, the Employer will meet without undue delay with the Union to discuss the effects of the proposed technological change upon the workforce.

Section 44.02. The Employer agrees that when technological change takes place that requires additional knowledge and/or skill on the part of the employees in the affected Unit, the number of employees needed to implement the change will be given the opportunity, provided they have the basic knowledge, for retraining to acquire the necessary knowledge or skill. To the extent controllable by the Employer, such retraining will be accomplished during duty hours. Costs incurred by the employee for said training will be borne by the Employer, in accordance with appropriate regulations.

Section 44.03. The Employer will select from among those affected by the technological change the employees who are to be retrained. Priority consideration will be given to those employees affected by technological change for retraining.

ARTICLE 45
ENERGY CONSERVATION

Section 45.01. Employees who operate Government-provided vehicles and equipment, or travel in them as passengers, are encouraged to exercise fuel conservation care in the operation of the vehicle in accomplishing day-to-day work requirements. The goal of the employee should be to contribute to the general and specific conservation of vehicle fuel and related petroleum products. The following guidelines are agreed upon between the Parties recognizing the need by all concerned to balance the use of Government vehicles against the need to conserve fuel to the maximum extent possible:

a. Employees who move about the post by Government vehicle in performing their duties are encouraged to eat their lunch at the worksite; use the nearest building with eating and toilet facilities, if those facilities are not at the assigned worksite; or walk to their shop if it is within walking distance.

b. The Employer agrees to monitor vehicle mileage and notify the Union if it is within the guidelines for the fiscal year goals. This shall be done on a quarterly basis. The Employer is expected to schedule operations, projects, and work areas to conserve fuel to meet its goals.

Section 45.02. The Employer and the Union shall review the use of hot plates, other cooking devices personally provided by employees and organizationally provided cooking devices and refrigerators within the Unit to determine the need for the continuance of such devices already in place, or the installation of new ones requested. Organizational need, based on mission location, and type of work performed, rather than personal convenience of one or more employees, must be the principal consideration. Such devices currently in place shall be retained, except in those instances that the Employer or the Union determines that the cooking device or refrigerator may be consolidated or eliminated, the determination may be reviewed under procedures of Articles 25 and 26.

Section 45.03. As a general rule, all electrically operated water coolers will be turned off during the heating season to conserve energy. The Employer and the Union shall review specific electrically operated water coolers in the bargaining unit to determine those which may be left plugged in during the heating season. In those instances where either Party determines excessive heat conditions in the building warrant leaving the water cooler plugged in, the responsible building manager for the Employer will notify (through organizational channels) the Director, DIO, of the need for those coolers to be left plugged in as an exception to the general rule.

Section 45.04. The Union shall designate two representatives to carry out the review responsibilities of specific situations at Sections 45.02 and 45.03 agreed upon above, in coordination with the Employer's representatives of the APG Energy Office.

ARTICLE 46
ALCOHOL AND DRUG ABUSE

Section 46.01. Alcoholism and drug abuse are recognized as treatable diseases by the Employer, the Union, and medical and public health authorities. Excessive use or abuse of alcohol or drugs by a person impairs his/her ability to function, contributes to increased absenteeism, tardiness, and violations of work and personal conduct standards. This in turn disrupts work schedules with consequent dissatisfaction among the majority of employees who are conscientiously trying to do their work. This combination of factors is recognized as having a potentially damaging effect on organizational efficiency and jeopardizes the job security of the affected employees.

Section 46.02. Accordingly, the Employer and the Union agree to promote informational programs and training designed to keep Unit employees informed of the inherent dangers of alcohol and drug abuse and to promote early identification and treatment of affected employees through the Army Substance Abuse Program (ASAP) at APG, or other facilities available to the employee.

Section 46.03. The Employer shall operate an official ASAP Employee Assistance Program (EAP) meeting the requirements of applicable laws and regulations:

- a. An employee may voluntarily seek rehabilitation assistance from the Employer at any time.
- b. If the Employer reasonably believes that the employee's performance or conduct could benefit, the employee will be advised of the ASAP EAP.

Section 46.04. An employee may raise an alcohol and/or drug problem as a defense to a conduct and/or performance incident and will be extended all rights, services, and processes as outlined in AR 600-85.

Section 46.05. An employee's request for counseling or referral assistance shall not jeopardize the employee's employment or opportunity for promotion, except as limited by law or regulation.

Section 46.06. An employee's record of treatment or counseling will be handled in a confidential manner, as are other medical records, and will not become part of the employee's Official Personnel Folder.

Section 46.07. Employees of the Unit who serve as representatives of the Union will be given an opportunity by the Employer to participate in local training related to the program. Such participation shall, to the extent the representative is otherwise in a duty status, be during official duty hours without charge to leave or loss of pay.

Section 46.08. Employee participation in the program shall be voluntary.

Section 46.09. As part of the expanded drug testing program, an employee whose position is identified as meeting the criteria for either a Test Designated Position (TDP) or the Department of Transportation (DOT) Commercial Driver License (CDL) Drug and Alcohol Testing Program

will be notified by the Employer. Prior to testing, employees will be asked to sign either a DA Form 5019 for TDP or a DA Form 7412 for DOT/CDL which states he is aware that the position is subject to random testing.

a. These testing programs were established to prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances. To deter the misuse of alcohol or the use of controlled substances by drivers, the Employer will identify positions required to have a Commercial Driver's License (CDL) for the operation of qualifying commercial motor vehicles.

b. Upon being given, or signing, the DA Form 7412 or 5019, the employee will have a waiting period before random drug and alcohol testing will commence. Employee names will be entered into an automated drug testing system that will pick the random selections and track testing activity. Employees being tested will be advised of the reporting site and time for testing. Testing will be done as outlined in AR 600-85.

b. Employees who are confirmed as testing positive will be provided rehabilitation assistance as outlined in AR 600-85. Any disciplinary/adverse actions taken against the employee will be done in full conformance with the provisions of the parties negotiated agreement and applicable laws and regulations. Effectuated disciplinary/adverse actions against the employee will provide all appeal/grievance rights to which entitled.

ARTICLE 47
U.S. ARMY GARRISON, ABERDEEN PROVING GROUND
(USAGAPG)

Section 47.01. Within USAGAPG, for all employees in the Bargaining Unit a mandatory Uniformed Compressed Work Schedule (UCWS) is in effect. The tour of duty under the 5/4-9 UCWS is as follows: an employee works eight 9-hour days, one 8-hour day, thereby completing the 80-hour pay period obligation. Thus, the 10th day in the pay period is the scheduled day off (SDO). The SDO is “payday” Friday and the 8-hour day will be the preceding Friday. Employee starting and ending times will normally fall between 0700-0800 hours and 1630-1730 hours, respectively. Managers maintain the flexibility to determine exceptions as necessary.

Section 47.02. If on-duty Boiler Plant personnel cannot resolve an emergency, the Employer may recall sufficient off-duty personnel to work on the problem. Such personnel normally may be excused upon completion of the problem.

Section 47.03. When notification is made that all, or part of, the installation has been closed (e.g., due to severe weather or other conditions) personnel permitted by regulations may be administratively excused except the following:

- a. Personnel notified in advance in writing that they are part of the emergency work force.
- b. Personnel notified in advance that they are required to secure areas for safety or security purposes and where high monetary loss will occur if a particular phase of work is not completed. Such personnel normally may be excused immediately upon completion of tests or securing the area.
- c. The employer will provide the Union with the names of those employees designated as the emergency workforce. These lists of emergency work force personnel will be provided to the Union annually at the beginning of each fiscal year. It is understood that these lists are tentative and will not prohibit management from designating other personnel based on projected needs. When such additions are determined necessary, the Union will be provided an amended list as soon as feasible.

Section 47.04. When three (3) shifts are established the hours of work shall be: (1) First Shift – 0800 hours to 1600 hours; (2) Second Shift – 1600 hours to 2400 hours; (3) Third Shift – 2400 hours to 0800 hours. The assignment of all other employees covered by this Article to tours of duty which include Saturday, Sunday, and nights may be on an equitable basis over a representative period of time. The Employer reserves the right to change the tour of duty when necessary for mission accomplishment or monetary concerns.

Section 47.05. Whenever it is necessary that the starting time for driver begin before 0700 or after 0900 hours, the Employer may consider making assignments of qualified personnel: (1) on the basis of volunteers; and (2) on the basis of seniority, i.e., the employee with the most seniority will have the first choice and the employee with the least seniority will have the last choice. “Seniority” will be determined by the employee’s Service Computation Date.

Section 47.06. The following applies only to employees in the Boiler Plants:

a. A rearranged workweek shall be established during the heating season for Boiler Plant employees whose jobs directly related to shift engineer operations.

b. Protective coveralls will be made available for use by employees when job assignments require their wear in order to comply with safety requirements. The Employer will launder protective clothing, or dispose of it, in accordance with regulations.

c. Appropriate vending machines shall be installed in Building 345 provided it can be assured that such vending machines will be supported financially. The details as to type of machines, the probability of financial support, and where the machines will be placed, shall be determined by consultation between the Chief Steward, the Employer, the appropriate vendor, and the Civilian Nonappropriated Fund Council.

Section 47.07. The ambulance section (Emergency Medical Services) will be afforded all rights and privileges as per this negotiated agreement.

ARTICLE 48
U.S. ARMY RESEARCH LABORATORY
(USARL)

Section 48.01. Within USARL, for all employees in the bargaining unit (unless otherwise specified in a separate Memorandum of Understanding with the Union), an Alternate Work Schedule (AWS) is in effect.

Section 48.02. When notification is made that all, or part of, the installation has been closed administratively (e.g., due to severe weather or other conditions), personnel permitted by regulations may be administratively excused except the following:

- a. Personnel notified in advance in writing that they are part of the emergency work force.
- b. USARL personnel notified in advance that they are required to secure areas for safety or security purposes and personnel working on tests where high monetary loss will occur if a particular phase of work is not completed. Such personnel normally may be excused immediately upon completion of tests or securing the area.
- c. The Employer will provide the Union with the names of those employees designated as the emergency workforce. These lists of emergency workforce personnel will be provided to the Union annually at the beginning of each fiscal year. It is understood that these lists are tentative and will not prohibit management from designating other personnel based on projected needs. When such additions are determined necessary, the Union will be provided an amended list as soon as feasible.

ARTICLE 49
U.S. ARMY ABERDEEN TEST CENTER
(USAATC)

Section 49.01. Within USAATC, for all employees in the bargaining unit (unless otherwise stated), a mandatory Uniformed Compressed Work Schedule (UCWS) is in effect. The tour of duty under the 5/4-9 UCWS is as follows: an employee works eight 9-hour days, one 8-hour day, thereby completing the 80-hour pay period obligation. Thus, the 10th day in the pay period of the scheduled day off (SDO). The SDO is "payday" Friday and the 8-hour day will be the preceding Friday. Employee starting and ending times will normally fall between 0700-0800 hours and 1630-1730 ours, respectively. Managers maintain the flexibility to determine exceptions as necessary.

Section 49.02. When notification is made that the installation has been closed administratively due to severe weather conditions, all personnel permitted by regulations may be administratively excused except the following:

- a. Personnel notified in advance in writing that they are part of the emergency workforce
- b. Personnel notified in advance that they are required to secure areas for safety or security purposes and personnel working on tests where high monetary loss will occur if a particular phase of work is not completed. Such personnel normally may be excused immediately upon completion of tests or securing the area.
- c. The Employer will provide the Union with the names of those employees designated as the emergency workforce. These lists of emergency work force personnel will be provided to the Union annually at the beginning of each fiscal year. It is understood that these lists are tentative and will not prohibit management from designating other personnel based on projected needs. When such additions are determined necessary, the Union will be provided an amended list as soon as feasible.

Section 49.03. Every effort will be made by the Employer to arrange the hours of work for employees involved in the operation of patrol boats so that they work a straight eight hours and eat lunch at a time which does not interfere with their work. However, if this is not feasible, the following provisions will apply:

- a. Each member of the crew will have a designated lunch period.
- b. The Employer will designate someone to keep track of time worked during designated lunch period.
- c. Crew members will be compensated for time worked during lunch period in accordance with appropriate regulations.

Section 49.04. If Boat Captains and Boat Engineers are required by the Employer to obtain a license, such license shall be obtained by the employee without loss of pay or charge to leave and

transportation will be furnished by the Employer or the employee will be reimbursed if he must furnish his own transportation.

Section 49.05. The Employer reserves the right to change the tour of duty when necessary for mission accomplishment or monetary concerns.

ARTICLE 50
U.S. ARMY ORDNANCE CENTER AND SCHOOLS
(USAOC&S)

Section 50.01. Within the USAOC&S, for all employees in the bargaining unit (unless otherwise specified in a separate Memorandum of Understanding with the Union), the weekly tour of duty is Monday through Friday, with Saturday and Sunday being nonduty days. The daily tour of duty is 0730 to 1600, except for those on approved Alternate Work Schedules (AWS).

Section 50.02. When notification is made that the installation has been closed administratively due to severe weather conditions, all personnel permitted by regulations will be administratively excused except the following:

- a. Personnel notified in advance in writing that they are part of the emergency workforce.
- b. The Employer will provide the Union with the names of those employees designated as the emergency workforce. These lists of emergency workforce personnel will be provided to the Union annually at the beginning of each fiscal year. It is understood that these lists are tentative and will not prohibit management from designating other personnel based on projected needs. When such additions are determined necessary, the Union will be provided an amended list as soon as feasible.

Section 50.03. The Employer reserves the right to change the tour of duty when necessary for mission accomplishment or monetary concerns.

ARTICLE 51
KIRK U.S. ARMY HEALTH CLINIC/US ARMY DENTAL CLINIC
(KIRK USAHC/DENTAC)

Section 51.01. Within Kirk USAHC/DENTAC, for all employees in the bargaining unit the normal tour of duty is Monday through Friday, 0730 to 1630 except for those on approved AWS.

Section 51.02. When notification is made that the installation has been closed administratively due to severe weather conditions, all personnel permitted by regulations will be administratively excused except the following:

- a. Personnel notified in advance in writing that they are part of the emergency workforce.
- b. Kirk USAHC personnel notified in advance that they are responsible for patient care will remain to discharge their responsibilities, or until relieved by their respective supervisor.
- c. The employer will provide the Union with the names of those employees designated as the emergency workforce. These lists of emergency workforce personnel will be provided to the Union annually at the beginning of each fiscal year. It is understood that these lists are tentative and will not prohibit management from designating other personnel based on projected needs. When such additions are determined necessary, the Union will be provided an amended list as soon as feasible.


Section 51.03. The Employer will provide necessary work-related clothing (for example, to include but not limited to, smocks, lab coats, "scrubs," etc.) to those employees of the Clinic which the Employer determines require such clothing in their performance of duties, and in accordance with appropriate regulations.

Section 51.04. Employees of the Unit who are classified in General Schedule (GS) positions will use the Application and Appraisal Form(s) under the Employer's Merit Promotion Program to apply for placement (see Article 18). The Employer reserves the right to change the tour of duty when necessary for mission accomplishment or monetary concerns.


Section 51.05. The Ambulance Section (Emergency Medical Services) is currently under the operational control of USAGAPG (see Article 47, Section 47.07).

NEGOTIATING TEAMS

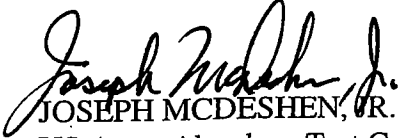
FOR THE EMPLOYER:


CLIFTON W. WATSON
US Army Garrison, Aberdeen
Proving Ground
Chief, Negotiator

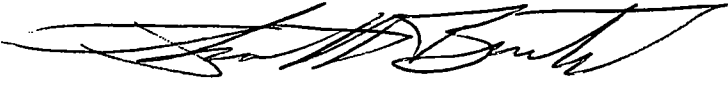
FOR LOCAL 2424, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO



HENRY L. SCOTT, JR.
Business Representative
IAM&AW, District #98

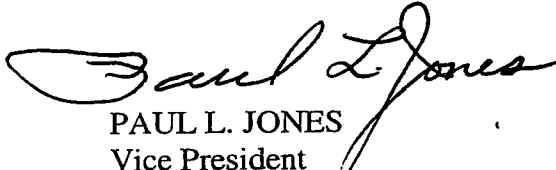
MEMBERS:



JOSEPH MCDESHEN, JR.
US Army Aberdeen Test Center

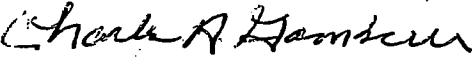
MEMBERS:



THOMAS A. BUETTNER.
President
Local Lodge 2424



ROBERT L. WEAVER
US Army Garrison, Aberdeen
Proving Ground


PAUL L. JONES
Vice President
Local Lodge 2424


KIMBERLY K. HART
US Army Garrison, Aberdeen
Proving Ground


CHARLES A. GAMBRILL
Chief Steward
Local Lodge 2424

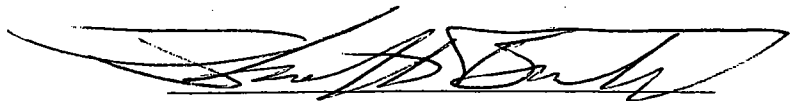

LINDA N. BRYANT
US Army Garrison, Aberdeen
Proving Ground


MICHAEL G. WISE
Shop Steward
Local Lodge 2424

THE PARTIES HEREBY EXECUTE THIS COLLECTIVE BARGAINING AGREEMENT,
EFFECTIVE _____ 20 TH DAY OF November _____ 2003.

* * * * *
FOR LOCAL 2424, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO

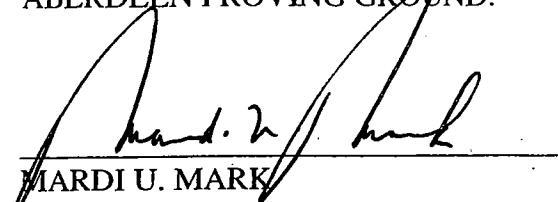
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THOMAS A. BUETTNER
President, Local 2424

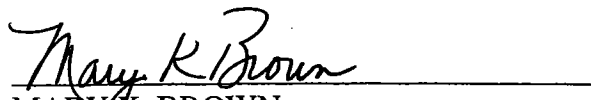
* * * * *

FOR THE U.S. ARMY GARRISON
ABERDEEN PROVING GROUND:

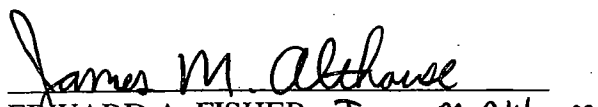

MARDI U. MARK
Colonel, OD
Commanding

* * * * *

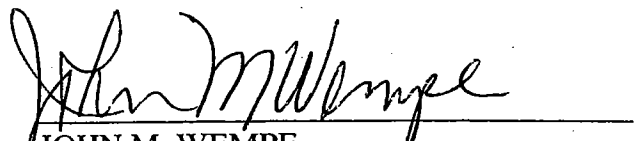
FOR THE U.S. ARMY ABERDEEN TEST
CENTER:


MARY K. BROWN
Colonel, OD
Commanding

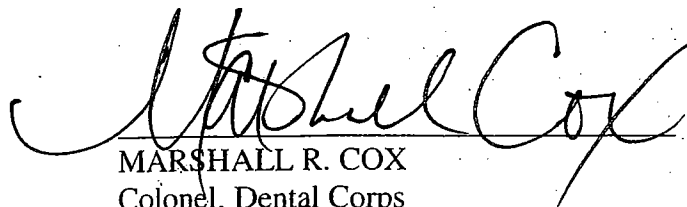
FOR THE U.S. ARMY RESEARCH
LABORATORY, ABERDEEN PROVING
GROUND SITE OPERATIONS:


EDWARD A. FISHER *James M. Althouse*
Colonel, CM *Colonel, EN*
Acting Chief of Staff *Military Deputy*


FOR THE KIRK U.S. ARMY HEALTH
CLINIC, MEDICAL DEPARTMENT
ACTIVITY, ABERDEEN PROVING
GROUND:


JOHN M. WEMPE
Lieutenant Colonel, MC
Commanding

FOR THE KIRK, U.S. DENTAL CLINIC
COMMAND, ABERDEEN PROVING GROUND:


MARSHALL R. COX
Colonel, Dental Corps
Commanding

FOR THE U.S. ARMY ORDNANCE
CENTER AND SCHOOLS:


WILLIAM M. LENAERS
Brigadier General, U.S. Army
Commanding