

AGREEMENT APPROVED ARTICLES

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ARTICLE 1

PREAMBLE

Pursuant to the policy set forth in Title 5, U.S. Code, also known as Public Law 95-454 (the Civil Service Reform Act of 1978 and the Federal Service Labor Management Relations Statue) and subject to all applicable statutes and regulations issued by the Office of Personnel Management (OPM) and the Department of the Army (DA), this agreement, together with any and all subsequent supplemental agreements and/or amendments, constitutes a total agreement and is entered into by and between the U.S. Army Aviation and Missile Command (AMCOM) - including employees at Moffett Field, Charles Melvin Price Support Center, Granite City, Illinois, and all AMCOM Logistics Assistance Representatives (LARS), Program Executive Office (PEO) Tactical Missiles, Redstone Technical Test Center (RTTC), the Joint Tactical Unmanned Aerial Vehicle (JTUAV) Project Office, and the Air Defense Command and Control Systems (ADCCS) Project Office, hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE), Local 1858, hereinafter referred to as the Union; for employees in the described unit, hereinafter referred to as employees.

Aviation and Missile Research, Development, and Engineering Center (AMRDEC) Laboratory/Personnel Demonstration Project employees are covered by all articles of this agreement as long as it complies with the Federal Registers pertaining to AMRDEC employees. The Federal Registers take precedence over any conflicting articles.

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

It is further agreed that the Union retains the right to challenge through appropriate channels any of the Agreement changes from Department of Defense Field Advisory Service found to be contrary to law.

It is the intent and purpose of the parties to this agreement to promote and improve the efficient administration of the Federal Service and the well being, dignity, and respect for employees through the maintenance of a constructive and cooperative relationship between the Union and the Employer. This agreement reflects the parties' consensus relative to personnel policies, practices, procedures and matters affecting other conditions of employment; and provides a means for negotiation, discussion, and adjustment of matters of interest to the Employer, the Union and employees.

Therefore, the parties agree as follows:

The parties affirm their support, and agree with the intent and spirit of Presidential Executive Order 12871.

ARTICLE 2

PURPOSE

The well being of the employees and the efficient and economical operations of all employing activities require that orderly and constructive relationships be maintained between the Employer and the Union. The parties to this agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this agreement. It is the purpose of this agreement, therefore:

- a. To identify the parties and define their respective roles and responsibilities under this agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationship between the Employer and the Union.
- c. To ensure Union and employee participation in the formulation and implementation of personnel policies and procedures affecting them, and their “conditions of employment.”
- d. To provide for the highest degree of efficiency and responsibility while accomplishing the mission of the Employer.
- e. To enable the Union to fulfill its obligation to represent employees to the fullest extent of the law.

ARTICLE 3

AGREEMENT

Section 1. Agreement

This agreement shall be binding after signature of all parties referenced in Article 1, Preamble.

Section 2. Duration, Renewal, and Termination

This agreement shall remain in force for three years from the date of approval by the appropriate officials in the Department of Defense and from year to year thereafter unless either party shall notify the other party, in writing, of a desire to terminate or renegotiate this agreement. The request to terminate or renegotiate must be submitted at least 60 calendar days prior to the expiration date, or to any subsequent anniversary date. This agreement will be extended until the new or revised agreement is approved.

Section 3. Amendment to Agreement

Any amendment to the Agreement shall be as follows:

a. Where changes in existing laws or regulations promulgated outside DA have the effect of negating or invalidating any portion of this agreement, a request for revision to adopt provisions which conform with the new or amended law, directive, or regulation shall be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party with a required response within 30 days to renegotiate the portion of the Agreement affected. Amendments shall be binding after signatures of parties listed in Section 1. above subject to post audit review by DOD, Civilian Personnel Management Services, Field Advisory Service.

b. If either the Union or the Employer desires to renegotiate a specific article or articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of their decision to agree or disagree to renegotiation of the proposed article or articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place within 45 days.

Section 4. Distribution of Agreement

The Employer will post the Agreement on the Civilian Personnel Advisory Center (CPAC) Web Page and establish links to the homepages for each organization represented by the contract. The Employer will make available a copy of the Agreement for each employee to read upon request. The Employer will furnish the Union 50 hard copies and 50 CD ROMs in PDF format of the Agreement.

ARTICLE 4

PARTNERSHIP

The Employer and the Union are encouraged to participate in the current Partnership Council and may form subsidiary partnerships to support the over-arching council objectives.

ARTICLE 5

PROVISIONS OF LAWS AND REGULATIONS

In the administration of all matters covered by this agreement, except for those matters specifically excluded by statute, the Union and the Employer are governed by existing or future laws of appropriate authorities, involving conditions of employment or the interpretation and application of agency policies, regulations, and practices not specifically covered by this agreement.

ARTICLE 6

REINVENTION LABS/REINVENTION GOVERNMENT

Any reinvention effort must involve the Union in accordance with (IAW) Section 4703, Title 5, U.S. Code. The Union shall be a full partner with Management throughout all phases of the reinvention effort. Negotiable subjects shall include (not inclusive) the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, pay methods, and means of performing work.

ARTICLE 7

RECOGNITION AND UNIT DESIGNATION

Section 1. Exclusive Representation

The employer recognizes the Union as the exclusive bargaining representative of employees in the unit defined below per Federal Labor Relations Authority (FLRA) Amendment of Recognition/Certification, Case No. AT-RP-80005, 29 Feb 00.

Section 2. Unit Description

INCLUDED: All nonprofessional, professional, temporary professional and temporary nonprofessional employees with appointments of more than 90 days duration who are employed by the U.S. Army AMCOM, DA, who are located at Redstone Arsenal, Alabama, and the Huntsville, Alabama areas, employees located at Moffett Field; the PEO Tactical Missiles; RTTC; the JTUAV Project Office, the ADCCS Project Office and employees assigned to the Charles Melvin Price Support Center, Granite City, Illinois, and all AMCOM LARS.

EXCLUDED: All management officials, supervisors, temporary employees with appointments of 90 days or less, Civilian Intelligence Personnel Management System employees, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6), and (7).

ARTICLE 8

LABOR-MANAGEMENT RELATIONS

Section 1. Relationships

It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and the Employer at every level as appropriate. The parties to this agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to

establish a stable and meaningful relationship based upon this agreement. It is the purpose of this agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.
- c. To indicate the nature of the subject matter of proper mutual concern.

Section 2. Objectives

It is intended that this agreement will meet the following objectives:

- a. To ensure Union participation in the formulation and implementation of personnel policies and procedures affecting employees.
- b. To provide for the highest degree of efficiency and responsibility in accomplishing the mission of the Employer.
- c. To promote Union-Employer cooperation.
- d. To facilitate the adjustment of issues such as disagreements, grievances, and complaints, etc.

ARTICLE 9

RIGHTS AND OBLIGATIONS

Section 1. Mutual Rights and Obligations

- a. The Employer and the Union mutually agree that this collective bargaining agreement is the primary basis for labor-management relations. Therefore, the Employer shall be obligated to consult with the Union on changes in personnel policies and practices and matters that would affect the conditions of employment of the persons in the bargaining unit prior to implementation. It is agreed that the Employer and the Union will meet and confer, with respect to personnel policies and practices, as imposed by the Federal Service Labor-Management Relations Statute.
- b. To the extent that local regulations of the Employer shall conflict with this agreement, the provisions of this agreement shall govern.
- c. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all bargaining unit employees.

d. Nothing in this agreement shall be construed as restricting either party from meeting with the other to consult.

Section 2. National Security

The Employer and Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the organization's missions. Accomplishment of these missions will be the major consideration in all consultations and/or when conferring on agreements developed by the Employer and Union in their day-to-day association.

Section 3. Employee Rights

a. All employees shall be treated with fairness and dignity. The Employer and Union jointly agree that employees are one of the agency's most valuable assets and will recognize and treat all employees consistent with this principle.

b. The Federal Service Labor-Management Relations Statute states and the parties hereby recognize that each employee in the unit 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. Employees under the law also have the right:

(1) To act for the Union in the capacity of a representative when duly appointed or elected as 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

(2) To engage in collective bargaining with respect to conditions of employment through Union representatives.

c. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction and/or cash.

d. The employee maintains the right to consult with Union officials, representatives, and shop stewards on questions concerning personnel policies, regulations, and other matters pertaining to conditions of employment using a reasonable amount of official time. The employee maintains the right to have a Union representative present during any discussions with the supervisor that the employee has reason to believe may lead to disciplinary action.

e. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate

supervisor and the Union representative at the lowest level capable of resolving the matter.

f. A representative of the Union shall be given an opportunity to be present at an Employer examination of a bargaining unit employee in connection with an investigation if:

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

(2) The employee requests such representation. When such an examination is held, every reasonable effort will be made to schedule it at a time and location which is acceptable to all participants.

g. If a bargaining unit employee has a complaint, and in the event that a grievance becomes necessary and the Union official cannot adequately investigate or prepare for the grievance at the employee's work site, the employee will be granted reasonable time to visit with the Union official at another area. If not immediately approved, the supervisor will inform the employee of the time that the employee can leave the work area.

h. The Employer shall annually inform all members of the bargaining unit of their rights as set forth in paragraphs d., f., and g. of this section.

i. For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, participation in Savings Bond Drive, blood drives, or other approved solicitations which have been announced in generally published directives. Contributions for employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer to solicit for contributions. The Union agrees to assist in seeking the needed volunteers.

j. Consistent with the Management right to assign work to and determine methods and means of performing work, employees can expect assignments to be made consistent with grade level and position description.

k. The Employer will make available a qualified person who will interpret for hearing-impaired employees or read for visually handicapped employees when needed to assist in the accomplishment of official work.

Section 4. Employer Rights and Obligations

The Employer retains all Management rights provided by the Civil Service Reform Act of 1978 (PL 95-454). Nothing in this agreement shall be interpreted to affect the authority of any management official to exercise such rights.

Section 5. Union Rights and Obligations

The AFGE Local 1858 retains all Union rights provided by the Civil Service Reform Act of 1978 (PL 95-454). Nothing in this agreement shall be interpreted to affect the authority of any Union representative to exercise such rights.

Section 6. New Employees

a. The Employer will provide, upon request, no more than once a quarter, a list of employees who are new to the employer and not from activities serviced by the AMCOM, CPAC. This service will be provided as long as automated systems allow for such a report to be generated.

b. When the Employer holds new employee orientation, a reasonable amount of time shall be provided for a presentation by a Union official.

ARTICLE 10

UNION REPRESENTATION

Section 1. Elected and Appointed AFGE Local 1858 Union Officials

a. The Employer agrees to recognize the elected officers, appointed vice presidents, Union representatives and agents, and stewards of the Union. All elected officers and appointed representatives will hereinafter be referred to as Union officials.

b. The Union shall furnish to the Employer a list of names of all elected officers, vice presidents, assistant vice presidents, and stewards within 20 workdays after the effective date of this agreement. Changes to the list will be furnished within ten workdays after any new or changed personnel assignments. The list will identify the specific organizational element or physical area for which each official is assigned or elected to represent.

c. In the event an official is transferred by SF-50 to another organizational element, the previous designation as a Union official will be void unless redesignated for the new area by the Union President.

Section 2. Performance of Union Duties

a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, Employer and Union representatives will:

- (1) Meet informally to exchange information and resolve potential problems.

(2) Make every effort possible to resolve problems at the lowest organizational level.

(3) Support, foster, and encourage participation on partnership councils.

b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations.

Section 3. Representational Duties and Official Time Use

a. Elected Union officials will be allowed a reasonable amount of official time for fulfillment of the Union's obligation under this agreement. If this interferes with official duties, the Union official and the supervisor shall review the problem and attempt to resolve it at the lowest possible level. If the problem is not resolved, it will be referred to higher levels in the Union and Management for joint resolution. Official time utilized by Union officials will be for the purpose of:

(1) Consulting with supervisors on policy matters and conditions of employment.

(2) Consulting with employees on problems with policies and conditions of employment.

(3) Representing employees in preparing and compiling data for and presenting grievances to the Employer.

b. The Union agrees to conduct business with dispatch (efficiency) during work hours.

c. A Union official's absence from official job duties will require that the supervisor be informed of the area or Management official to be visited.

d. Union officials requiring official time will consult with the supervisor concerning this representational requirement. Should the supervisor have an imperative or overriding need for the employee to remain at the work site, the supervisor shall inform the Union official promptly as to when the employee will be able to leave the work site.

ARTICLE 11

TRAINING OF UNION REPRESENTATIVES

It is agreed that proper training of Union officials will benefit both management and the employee. A pool of 2500 hours of administrative time is authorized for training of Union officials per calendar year (Jan – Dec) which management deems will be of benefit to the agency. The Union President or designee will submit in writing to the Employer all requests for administrative time at least five workdays in advance of the time requested. The request will include the type of training, purpose, sponsorship, location,

date, hours, general subject matter, phone number, organization, and the names of the officials that the Union desires to attend the specified training. Management officials will notify the Union whether or not the request for administrative time is approved at least three workdays prior to the time of requested training. Exceptions to the number of hours may be approved by the Employer.

ARTICLE 12

CONSULTATION/CONFERENCES

Section 1. Definitions

Consultation as used in this agreement shall be defined as a face-to-face meeting between the Commander or designee and the Union President or designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation, but whenever possible, shall take place prior to the proposed event. Nothing in this article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters. The designee by the Commander or Union President must be placed in writing.

Section 2. Coverage

It is agreed and understood that matters “appropriate for consultation” between the parties shall include personnel policies and practices affecting conditions of employment including such matters as scheduling leave, safety, training, labor-management cooperation, outside hiring, identifying over strength positions, reduction-in-force, methods of adjusting grievance, employee services, contracting-out, and reorganizations/realignments.

Section 3. Union Participation

The Union shall:

- a. Be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.
- b. Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the proposed implementation date.

Section 4. Employer Participation

The Employer shall:

- a. Consider above views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented.
- b. Provide the Union a written statement of its decision on the matter.

Section 5. Conversion of Positions

The Employer will consult with the Union on the impact of converting civilian positions to military positions, or contractor positions prior to any conversions.

ARTICLE 13

INFORMATION REQUEST

The Employer shall provide information, in accordance with applicable laws, to the Union upon request in order to prepare and present a grievance, Equal Employment Opportunity (EEO) complaint, appeal, or any other representational issue. The information shall be provided in a reasonable timeframe, however, if the information is not readily available, an estimate of its availability will be provided to the Union.

ARTICLE 14

PAST PRACTICES

Section 1. Past practices are defined as conditions of employment, not specifically covered in this agreement, which are followed by both parties or followed by one party and known by the other party but not challenged. To constitute the establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

Section 2. Laws, OPM regulations, and this agreement take precedence over past practices. Other bonafide past practices are binding upon the parties unless changed through the negotiation process.

ARTICLE 15

UNION BULLETIN BOARDS

The Employer agrees to permit the Union to place AFGE News Bulletins and other local business announcements on existing bulletin boards. Where more than one bulletin board is available, an existing bulletin board may be designated for Union use. Where separate bulletin boards are not available, the Union will be provided space on existing bulletin boards for placement of AFGE News Bulletins and other local business announcements.

ARTICLE 16

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. General

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose.

Section 2. Eligibility

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time provided:

- a. The employee has voluntarily completed a request (Standard Form (SF) 1187) for such allotment.
- b. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of Retirement, Federal Insurance Compensation Act Tax, Medicare Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employees Group Life Insurance, indebtedness to the United States Government, and other authorized voluntary deductions or allotments to be made in the order specified by the employee.

Section 3. Authorization

The procedure for processing authorizations shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of an 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.
- b. The Union will obtain and distribute to its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer.
- c. The Employer intends that Union membership applications (SF 1187) be processed and transmitted to the appropriate Defense Finance and Accounting Service (DFAS) Office within one full pay period following receipt from the Union. The parties intend that authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the completed allotment authorization by the Payroll Servicing Office. Authorizations for allotments received by

the Payroll Servicing Office will continue in effect until the allotment is terminated IAW Section 5 below. At the Union's request, the Employer will assist in resolving problems related to the timely processing of allotments for Union dues.

d. The SF 1187 will contain the name, cost center number, and Social Security Account Number of the employee as it appears on the payroll records.

Section 4. Dues Allotment

Allotted dues will be withheld each pay period in the amount established by the Union. When an employee transfers within the bargaining unit, thereby changing pay periods, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The parties intend that the amended amount will be withheld effective the pay period following the effective date specified by the Union. Such changes will not be made more frequently than once every 12 months. At the Union's request, the Employer will assist in resolving problems related to the timely processing of an amended dues structure.

Section 5. Termination of Allotment

The Payroll Servicing Office will terminate an allotment:

a. When the Union loses the required recognition under any of the conditions specified in the law, or if this agreement is legally terminated or suspended, termination will be effective at the beginning of the first pay period after loss of exclusive recognition of this agreement.

b. Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within five workdays after such a determination has been made by the Union.

c. When an employee voluntarily revokes an allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. Standard Form 1188 is the prescribed revocation form and may be obtained from the Payroll Servicing Office or the Union office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that the written revocation is received in the Payroll Servicing Office on a timely basis.

d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action.

Section 6. Remittance of Dues Withheld

a. The parties intend that, within ten workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, and a statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, including the following information:

(1) Identification of installation.

(2) Identification of Union.

(3) Alphabetical listing of members from whom deductions were made and amount of each deduction.

(4) Total number of members for whom dues were withheld.

(5) Total amount withheld on this payroll.

(6) Names of and reason for dropped members from the list.

(7) A copy of each written revocations for the pay period in which the revocation is effected.

b. At the Union's request, the Employer will assist in resolving problems related to the timely remittance of dues withheld.

ARTICLE 17

HOURS OF WORK AND BASIC WORKWEEK

Section 1. Basic Tour of Duty

The basic tour of duty will consist of five consecutive 8-hour days, Monday through Friday, commencing between 0630-0900, which includes 30 or 45 minutes non-work time for a meal period. A period of seven consecutive days, beginning at 0001 on Sunday and ending at 2400 the following Saturday, constitutes a normal administrative workweek.

Section 2. Changes in Basic Tour of Duty and Administrative Workweek

a. The Primary Organizational Element (POE) directors or their designated representative may approve changes in the prescribed basic tour of duty or a normal administrative workweek for individuals or for groups of employees.

b. To change a tour of duty, an employee must submit a written request to the Employer at least two weeks in advance of the beginning of a pay period.

c. In order for the Employer to require an employee to change a tour of duty, the Employer must show that the mission would be adversely affected if the change did not occur. A written notice must be given to the employee two weeks in advance at the beginning of a pay period. When the Employer requires an employee to change a tour of duty with less than two weeks notice, the Employer must base that requirement on the determination that inability to do so will cause the agency to be seriously handicapped in carrying out its function or that costs would be substantially increased. A copy of the written change in tour of duty must be sent to the Union President as soon as the Employer determines the new tour of duty.

Section 3. Coverage

Basic tours of duty will cover a minimum of 40 hours per administrative workweek for all full-time employees and less than 40 hours per administrative week for part-time employees, as reflected on their SF 50.

Section 4. Exceptions

First-line supervisors may approve changes within the basic tour of duty. Primary Organizational Element directors or their designated representative may approve changes outside the basic tour of duty.

Section 5. Break Periods

Break periods not to exceed 15 minutes during each 4 hours worked will be granted within the individual organization for bargaining unit employees, workload permitting. When break periods are staggered to increase productivity or provide workload coverage, the breaks will be taken by seniority.

Section 6. Lunch Periods

Lunch periods will normally begin between 1030-1300 in increments of 30 or 45 minutes. For employees whose positions require them to take their lunch at their workstation, a meal period of not more than 20 minutes will be allowed and counted as time worked for which compensation will be allowed. When the on-the-job meal period is in effect, employees must spend the time in close proximity to their designated workstations.

Section 7. Clean Up Time

Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for clean up and storage of work tools, equipment, and personal hygiene. No across-the-board clean up time will be established. In those instances where it has been clearly established that clean up is required, 15 minutes is considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 8. Alternate Work Schedule (AWS)

The AWS system includes an eight-hour day/forty-hour week (including credit hours), and compressed work schedules (CWS) of 5-4/9 or 4/10. The Flexitour beginning hours are between the hours of 0630 and 0900 and the ending between the hours of 1500 and 1800. Lunch breaks can be taken in increments of 30 or 45 minutes. Participation in any AWS is dependent upon mission requirements. Employees working 24/7 shift operations and firefighters are not allowed to participate in AWS.

a. The CWS 5-4/9 schedule will consist of eight workdays of nine hours per day and one workday of eight hours within the biweekly pay period for full-time employees. An employee will submit a written request for a specific tour of duty to include start times, end times, and non-workday. The non-workday can be any day of the workweek. Supervisors will approve or disapprove such requests to assure adequate staffing throughout the workweek. All employees shall be afforded access to the more desirable days off. However, when there is a conflict regarding multiple employees requesting the same day off, seniority within the organization will take precedence as stated in the Seniority Article.

b. The CWS 4/10 schedule will consist of four ten-hour workdays (Monday – Thursday) and one day off per week. Start time must be 0630, 0700, or 0730. Ending time must be no later than 1800. The first-line supervisor may approve participation of no more than one third of the employees in the work unit. If more than one third of the employees request CWS 4/10, seniority within the work unit (first line supervisory level) will take precedence.

c. Credit Hours. An employee who works an eight-hour day tour of duty may request credit hours. Credit hours must be requested by the employee and approved by the supervisor prior to being worked. Credit hours will be worked and recorded in one-hour increments per day up to a maximum of 24 credit hours. Therefore, balances over 24 hours must be used within the same pay period in which they are earned. Credit hours may not be earned on days that leave is taken. Credit hours can be worked and used on the same day or credit hours may be accumulated for use in subsequent pay periods. Part-time employees may not carry more than 25 percent of their biweekly basic work requirements to a subsequent pay period. Credit hour balances in excess of the maximum carryover at the end of the pay period will be forfeited.

Section 9. Changes to AWS

a. Employees may change their work schedule quarterly (November, February, May, August). Under extenuating circumstances, employees may revert to their previous schedule with supervisory approval. A written request will be submitted to the immediate supervisor two weeks prior to the start of the pay period for which the change is desired to begin. However, a change within the employee's work schedule is permitted at any time with supervisory approval.

b. A holiday or in-lieu of holiday will equal the number of hours an employee is scheduled to work that day. Employees who work AWS do not have to make up the one-hour or two-hour differences in an eight-hour holiday. If a holiday falls on an employee's non-workday, the employee will request that the preceding or following workday be designated as the "in lieu of" holiday, subject to approval by the supervisor.

c. Employees on training, temporary duty (TDY) over five days, or special assignments will work the schedule of the host activity or hours predetermined by the employee and the Employer.

d. Employees stationed at other activities away from Huntsville/Redstone Arsenal will be allowed to participate in the work schedule of the host activity.

Section 10. Hours of Work During Periods of Heightened Security or Emergencies

In accordance with Title 5 of the United States Code, Chapter 71, 7106, (d), the Employer has the following flexibilities regarding employees' tours of duty and administrative workweeks during periods of heightened security (security level Alpha or higher) or emergencies:

a. Whenever possible, changes in shifts and tours will be done on a volunteer basis; however, assignments to shifts and tours of duty may be required. If employees are assigned on a non-volunteer basis, assignments will be made based on the mission requirements and the skills of the employees. If there are two or more employees with equivalent skills, the determining factor will be Leave Service Computation Date.

b. Management will make every effort to provide employees a minimum notice of 24-hours prior to any involuntary change in tour of duty. Union notification of involuntary changes on hours of work can be made after the change has occurred. An employee may volunteer for an earlier change in tour of duty.

c. The Employer will officially notify the Union within 24 hours when a state of heightened security (security level Alpha or higher) or an emergency has been declared.

d. Start times for employees on 8 hour or 5/4-9 tours of duty can be expanded to include earlier start times, such as 6:30 to 10:00.

e. Employees may be assigned to work evening, night, and weekend shifts, or other irregular tours of duty, as necessary.

f. Employees will receive all appropriate premium pay for irregular tours of duty, night differential, Sundays, and overtime.

ARTICLE 18

TELECOMMUTING

It is the Employer's policy to allow eligible employees to participate in telework to the maximum extent possible without diminished employee performance. The telework program will be administered in accordance with the AMCOM policy. Any changes to the policy or its implementation will require Union notification.

ARTICLE 19

ON-CALL STATUS/STANDBY DUTY

Section 1. On-Call Status

a. An employee is in an on-call status when the employee is subject to call outside the normal tour of duty and will be compensated only for hours of work as defined by governing laws and regulations.

b. In accordance with 5 Code of Federal Regulation (CFR) 551.431(b), employees shall be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius. An employee may request to be excused from being on-call provided that a fully qualified substitute is available.

Section 2. Standby Duty

An employee is on standby duty and will be compensated when the employee meets the special situations provided for by applicable statute, 5 U.S.C. 551.431.

ARTICLE 20

BUZZERS, BELLS, TIME CLOCKS, OR LIKE INSTRUMENTS

It is agreed that at no time shall buzzers, bells, whistles, time clocks, signing in/out, computers, security systems, or anything of the like be utilized by the Employer to control the starting or stopping of duty time, lunches, or breaks. Exceptions to the above policy may be made after negotiations with and agreement by the Union.

ARTICLE 21

SURVEILLANCE CAMERAS

Surveillance cameras will be used for physical security purposes. Any other use of surveillance information requires the prior approval of the Chief of Staff, Deputy to the Commander, the Commanding General, or equivalent-level official.

ARTICLE 22

FIRE FIGHTER SHIFT OPERATIONS

Section 1. Shift Procedures

a. Fire fighter shift operations will be established in accordance with the Employer requirements necessary for ensuring efficient and economical operations while accomplishing the assigned mission. The Employer will determine the number of personnel to be assigned to each shift. Fire service personnel assigned to the Operations Branch will work a continuous 24-hour shift.

b. The Employer's designated representative will make every effort to notify the employee in writing two weeks in advance of making changes in assigned shift/station.

c. For reassignment to fire fighter shifts or stations, the employer will use the most senior, fully qualified person within the same grade and position number who has requested to fill the vacancy. When no requests have been received to fill the vacancy, the employer will use the least senior qualified person within the same grade and position number to fill the vacancy. The Employer reserves the right to deviate from the seniority rule in regards to shift/station assignments when such an assignment would be disruptive or detrimental to good order within the fire department.

d. If an employee requests to trade stations or shifts with another employee of the same grade and position number, the employee will get the concurrence of the employees involved and then submit a written request to the Employer. The Employer will make the final decision based on the department's mission. Any approved change will take effect at the end of the requesting employee's rating period.

e. Relatives as defined by regulations/laws will not be assigned to the same shift at the same station as per normal assignment. When daily assignments would place relatives in a supervisory/employee role, the next qualified person will fill the supervisory duties.

f. The DOD Fire Fighter Certification program requirements shall be used when assigning an employee to a particular station. The employee must have all required certifications at current level, and if required to act in a higher-grade capacity, the employee shall have the certifications required for that position. The Employer shall have the right to make shift/station assignments in accordance with this paragraph.

g. Two employees of the same grade and position number may submit a written request to the Employer to trade duty time for off time within the same pay period, subject to approval by management.

Section 2. Fire Fighter Seniority

a. When an employee's assignment to the Fire and Emergency Services Division is the result of a reduction in force (RIF) or a base closure, the employee shall retain the

seniority earned at the previous location in the fire fighter job series provided the employee was assigned in the fire fighter job series at the time of the RIF or installation closure.

b. When an employee voluntarily changes from any organization into the Fire and Emergency Services Division at this installation, the employee shall not retain seniority acquired in the other organization regardless of the job series number.

c. Fire fighting personnel who voluntarily accept a downgrade within the Fire and Emergencies Division shall retain their current seniority status.

d. Seniority for leave shall be determined by the length of continuous service in the current job series as described above.

e. Seniority ties shall be broken by:

(1) Time in the lowest organizational element.

(2) Oldest employee.

Section 3. Leave

Emergency annual leave may be requested when unforeseen circumstances arise that require the employee's immediate attention and absence from the assigned duty period. The employee must request this leave, either in person, by phone, or by a third party if the employee is incapacitated. A request for emergency annual leave must be made at least one hour prior to shift changes or as soon as possible. When requesting emergency annual leave, the employee will state the specific reason and the estimated period of time. After the fact, the employee may be required to provide proof to verify the emergency situation.

ARTICLE 23

SENIORITY

a. Non-Shift seniority is the length of service in the POE.

b. Shift seniority is the continuous length of service in the lowest official organizational element. Length of continuous service in the lowest organizational element will include all of the time worked in the predecessor organization(s) that were abolished in order to form the new organization. Absence due to military service is included as continuous service time.

c. Ties will be broken by:

(1) Service Computation Date

(2) The Oldest Employee

d. Shift seniority for fire fighters is covered in Article 22.

ARTICLE 24

LEAVE

Section 1. Annual Leave

a. Employees shall earn and accrue annual leave IAW applicable laws. The use of annual leave is a right of the employee, subject to leave being scheduled IAW work requirements. Every reasonable attempt will be made to satisfy the desire of employees with respect to approving annual and emergency (unscheduled) leave. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimate of work load and/or operational requirements. Overtime shall not be used solely as a basis for denial of scheduled and/or emergency annual leave.

b. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be furnished in writing to the affected employee, if requested. Any annual leave that the employee would lose at the end of the leave year because of the refusal or cancellation, may be restored to the employee's leave account as prescribed in regulation.

c. The approval of annual leave for unforeseen emergencies may not be presumed by the employee. Except where circumstances beyond the control of the employee do not permit, the employee must contact the supervisor or the supervisor's designated representative during the first half of the assigned tour of duty and request approval of the use of annual leave. However, shift employees who occupy positions providing security, police protection, fire protection, computer support, and military operations, may be required to notify their supervisor/designee of the need for emergency annual leave at least one hour prior to shift changes.

d. The Employer will announce any planned shutdown or reduction in operation to employees as far in advance as practicable. During any period of shutdown or reduced operations, every effort will be made to provide work for employees who do not desire to take annual leave or have not accrued sufficient annual leave for this purpose.

e. The Employer will assure that employees have an opportunity to schedule planned vacation periods in advance. Annual leave requests will be submitted for approval during the first 120 days of each calendar year. Any employee conflicts concerning requested dates that occur during the 120 day time frame will be settled on the basis of seniority unless an informal settlement is mutually agreed upon by the supervisor and the employees concerned. Seniority will not be used as a factor for granting approval of requested vacation leave after the first 120 days of any calendar year. Employees who

have not submitted requests for specific dates, or who wish to change approved dates after the 120-day period, may not exercise the right of seniority.

Section 2. Sick Leave

a. An employee has a right to use accrued and accumulated sick leave whenever incapacitated by reason of illness or injury; is receiving emergency medical, dental, or optical examination or treatment; or would jeopardize the health of others because of exposure to a contagious disease. Approval is contingent upon submission of acceptable support evidence. In the absence of fraud or subterfuge, the entitlement to use sick leave is a basic right of every employee that may not be denied. The right of the employee to take sick leave for non-emergency medical, dental, or optical examination is subject to the requirement that sick leave shall be requested in advance.

b. Employees shall earn sick leave IAW applicable statutes and regulations.

c. Notice of illness or disability shall be given to the employee's supervisor or representative as soon as possible and normally within the first half of the work day. If the degree of illness or injury prohibits compliance with this limit, the employee will report the absence as soon as possible. When requesting sick leave, the employee will inform the supervisor or designated representative of the expected return date.

d. When incapacitated for duty, the employee will personally certify any absences on SF 71. For absences in excess of three workdays, the supervisor may require a doctor's certificate stating that the employee was under a doctor's care and incapacitated for duty. The certificate or other evidence of incapacity must be submitted to the employee's supervisor upon return to duty. When a supervisor has valid reasons (leave record) to believe that sick leave is being abused, the supervisor may counsel the employee or issue a written notice that a doctor's certification is required for any period of sick leave. The employee must submit the certification within seven calendar days after return to duty. The requirement to furnish a doctor's certificate will be in effect for no more than six months.

e. Employees who occupy positions providing security, police protection, fire protection, computer support, and military operations may be required to notify the supervisor/designee of the need for emergency sick leave at least one hour prior to shift changes. Employees who are absent because of illness and whose emergency leave does not come under the policy allowed above will notify the supervisor or designated representative during the first four hours of the assigned tour of duty. The employee will obtain approval for the use of emergency sick leave from supervisor or designated representative, except where circumstances beyond the control of the employee do not permit. In all cases, the employee will notify the supervisor or designated representative when the employee is expected to return to work.

Section 3. Military Leave

Military leave for training purposes is allowed. Military leave will be granted IAW OPM regulations and laws.

Section 4. Voting and Registration Leave

a. Employees may be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to ensure an opportunity to vote on an election day in accordance with the DA and OPM regulations. Where the polls are not open at least three hours before or after an employee's regular hours of work, the employee may be granted an amount of excused absence which will permit reporting for work three hours after the polls open or leaving work three hours before the polls close, whichever requires the lesser amount of time off.

b. Under exceptional circumstances, an employee may be excused for such additional time, not to exceed a full day, as may be needed to vote.

c. If an employee's voting place is located beyond a 40-mile radius, an absentee ballot is not permitted, or the employee is required to personally cast an absentee ballot, such employee may be granted sufficient time off to vote. The Employer agrees to consider granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of one day shall be charged to appropriate leave.

d. Employees may be granted time off to register on substantially the same basis as for voting. If the employee can register on a non-work day and the place of registration is within a reasonable one day, round trip travel distance of the employee's place of residence, no such time off shall be granted.

Section 5. Excused Absence – Blood Donation

Subject to work load, four hours of administrative leave in addition to travel time to and from the place of donation shall be authorized by the Employer for each bargaining unit employee each time that the employee participates in authorized blood donation programs. The four hours of administrative leave, if taken, must be taken on the day of donating blood. Employees who are not accepted to donate blood must return to work or request appropriate leave from their supervisor.

Section 6. Maternity/Paternity Leave

Any female employee may be granted sick leave, annual leave, or leave without pay (LWOP) IAW regulations for pregnancy/child bearing. A female employee may use available sick leave to cover the time required for physical examinations and periods of incapacitation due to pregnancy. Male employees may be granted annual leave, sick leave, or LWOP for paternity purposes.

Section 7. Family and Medical Leave

Family and medical leave will be administered in accordance with the Family and Medical Leave Act (FMLA) of 1993 with amendments and/or current law.

Section 8. Voluntary Leave Transfer

The Employer will support the Voluntary Leave Transfer Program (VLTP). Employees who do not have sufficient leave to cover medical emergencies (personal or family) may register in the VLTP through supervisory channels. Any eligible employee may donate annual leave to a specific recipient registered in the VLTP.

Section 9. Leave Without Pay

An employee may be granted LWOP from work for personal problems or illnesses that do not fall under the FMLA. The employee will submit a request to the supervisor ten workdays in advance of the need date or as soon as practicable. The Employer will consider each individual's situation in making determinations regarding requests for LWOP.

Section 10. Advance Sick Leave

An employee may be granted up to 240 hours advance sick leave by the employee's supervisor, as long as the employee will be able to pay back the sick leave.

Section 11. Court Leave

Court leave will be granted, pursuant to applicable laws and regulations, to an employee who is summoned to act as a witness before a court involving any domestic governmental entity or to perform jury duty in any court of law. When an employee is called as a witness or juror, the employee will notify the supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates the employee served as witness or juror. The Employer will provide a written request for excusal for an employee whose services are required at the job site. If such excuse is not acceptable to the court, the Employer will grant court leave.

Section 12. Excused Absence for Climatic or Disaster Conditions

a. When the Commander authorizes public broadcast media to announce that all or part of the installation will be closed because of climatic or disaster conditions, eligible employees will be excused from duty IAW AMCOM Regulation (AMCOMR) 690-2 without loss of pay or charge to leave for the period that the installation or part of it is closed.

b. Employees who are on prior approved leave for the entire day will be charged leave based on tour of duty only for the period of time the installation is open.

c. Employees who are on AWS (day off) when the installation is closed will not be granted excused leave.

d. Employees who are on duty during the first part of the day and absent themselves on approved leave before notice of the early dismissal decision is received will be charged leave only for the period of time up to the early dismissal.

e. Employees who apply for leave after the receipt of an early dismissal will be charged leave in multiples of quarter hours for the period of time up to the early dismissal.

f. Employees may request excused absence IAW AMCOMR 690-2 when state or local authorities forbid passage on public roadways and reasonably accessible alternate routes are not available.

g. When a duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station prevent an employee from getting to work on time, the employee may be granted up to 59 minutes of administrative leave.

ARTICLE 25

TRAVEL

Section 1. General

Travel requirements will be accomplished IAW appropriate laws and regulations such as the Joint Travel Regulation.

Section 2. Hours of Travel

Whenever possible, employee travel shall be scheduled during regular duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, the supervisor, at the employee's request, shall furnish the employee in writing the reasons for necessity of such a schedule.

Section 3. Duty Status

a. Exempt employee time spent in a travel status away from the official duty station is not "hours of work" unless the travel:

(1) Involves the performance of work while traveling; or

(2) Is carried out under arduous conditions; or

- (3) Is incident to travel that involves the performance of work while traveling; or
- (4) Results from an event which could not be controlled administratively.

To the extent permitted by law and regulation, any pay due an exempt employee for time in travel status in connection with any one of the four conditions listed above shall be paid on the same basis as if the employee were at the normal work site.

b. The Fair Labor Standards Act of 1938, as amended by Public Law 93-259 (8 April 1974), applies to Federal employees who are not exempted from the statute IAW its terms. For nonexempt employees, the Fair Labor Standards Act provides that:

(1) Time spent traveling shall be considered hours of work if:

- (a) An employee is required to travel during regular working hours.
- (b) An employee is required to drive a vehicle or perform other work while traveling;
- (c) An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
- (d) An employee is required to travel as a passenger in an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

(2) An employee who travels from home before the regular workday begins and returns at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work.

(3) Nonexempt employees must be paid IAW the provisions of the Fair Labor Standards Act or 5 USC 5501 et seq., whichever are more favorable to the employee.

Section 4. Rental Vehicles and On-Site Travel

a. In the event that an employee is not authorized a General Services Administration (GSA) vehicle, commercial rental vehicle, or privately owned vehicle (POV) while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business shall be paid for by the Employer. Any use of a GSA vehicle for personal business is prohibited. Any use of a commercial vehicle or POV for personal business while on TDY shall be at the employee's expense.

b. Supervisors will consider the needs of employees while on TDY training and TDY travel. If adequate on-site travel accommodations at training site are not available, employees may provide written justification to supervisor for consideration of providing

rental car approval. The supervisor will provide sufficient written justification for disapproval to the employee, if requested.

c. If rental car is authorized for small groups (two to four persons), from the same location, going to the same destination, for the same period of TDY, authorization will be limited to one rental car unless specially authorized by the travel-approving official. In the event the amount of baggage and/or working equipment necessary to accompany the travelers cannot accommodate the travelers, additional car rental(s) will be authorized IAW appropriate regulations.

Section 5. AWS Schedule Changes

Employees on TDY will adjust their work schedule to comply with that of the TDY site; except that employees who are on AWS and where TDY status does not exceed five continuous days shall not be removed from their AWS during the TDY.

Section 6. Contractor-Issued Card Assistance Program

If an employee demonstrates difficulty in managing a contractor-issued travel charge card, the Employer agrees to refer the employee to the Army Community Service for related training/counseling.

Section 7. Travel Claim Timeframe

In recognition of the Travel Regulatory requirement that travel claims be settled within 25 workdays of the completion of TDY, the parties agree to the following policies and procedures.

a. Employees shall submit travel claim vouchers to the Employer within five workdays of the completion of the TDY, unless extenuating circumstances exist. The Employer agrees to approve/disapprove the voucher and forward to DFAS Operating Location (OPLOC) in an expeditious manner.

b. If a trip report is required, completion will be independent from the voucher submitted to DFAS OPLOC.

Section 8. Government Quarters

Employees whose normal duties require travel in excess of 50 percent of the total number of basic administrative workweeks in a fiscal year shall be excluded from staying in Government quarters IAW applicable laws and regulations. This exclusion does not apply to employees attending long-term training on a military installation. Positions meeting these TDY requirements shall be identified by the Employer at the beginning of the fiscal year. A determination to exclude a particular position under this criteria shall apply to all incumbents of that position. Employees shall not be held liable for refund of the lodging portion of per diem in the event a tally of the TDY for the fiscal year fails to

reach 50 percent. Such tally shall not serve as the sole basis for denying the exemption in subsequent fiscal years.

Section 9. Personal Hardship

If any TDY trip causes a personal hardship to the employee, the Employer shall make a reasonable effort to alleviate that hardship. Handicapped employees and employees with medical conditions which would be significantly exacerbated by TDY travel shall be required to travel only if and when the Employer determines that such travel is absolutely necessary to meet mission requirements.

ARTICLE 26

POSITION CLASSIFICATION STANDARDS

a. The Employer agrees to send to the Union all proposed new or changed Classification Standards which are referred by higher headquarters or other government agencies to the Employer for comments. The Union shall have the opportunity to review such proposed Classification Standards and provide written comments to the Employer in a timely manner.

b. The Employer shall forward the Union's comments to the higher headquarters or other government agencies from which the proposed standards were received. The Employer shall promptly inform the Union in writing of the disposition of the proposed changes.

ARTICLE 27

JOB DESCRIPTIONS

a. Job descriptions shall be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties shall be covered by the same job description.

b. Copies of job descriptions shall be distributed to the employees upon completion of official personnel actions by organizational survey or individual action affecting the employee's duty assignment. The employee, upon request, shall be furnished an evaluation statement, when available, by the immediate supervisor.

c. The phrase "performs other duties as assigned" is included in the description to refer to those duties which are not major duties of the position, but which are reasonably related to those major duties and are performed on an occasional basis. The Employer agrees that employees will not routinely be assigned work that does not relate to the major duties of the position without amending the position description. However, it is understood that job descriptions serve as no limitation on the right of the Employer to assign duties to employees.

ARTICLE 28

JOB CLASSIFICATION

- a. The Employer will establish positions that are in consonance with mission requirements.
- b. Employees may appeal the title, series, or grade of their officially assigned position description at any time. The Employer agrees to inform employees of the OPM procedures for appealing the title, series, or grade of the officially assigned position description when requested.
- c. If the employee's dissatisfaction with the position classification cannot be informally resolved, the supervisor shall inform the employee of the appeal channels as prescribed by classification appeal regulations and procedures. The Union may represent the employee during the appeal process.
- d. When a determination has been made by the Employer to change an encumbered position to a lower grade in a classification action, the Union President will be notified prior to implementation.
- e. When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure. Such grievances will not include issue(s) concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

ARTICLE 29

TABLE OF DISTRIBUTION AND ALLOWANCES

- a. A copy of unit current operating Tables of Distribution affecting civilian employees will be provided to the Union President as requested.
- b. Modified and/or proposed Tables of Distribution/Modified Tables of Distribution and changes thereto with significant impact on the bargaining unit because of reorganization will not be implemented without prior discussion with the Union President.
- c. The Tables of Distribution do not serve as a determinant of whether a position is officially established for any purpose, including entitlement to an individual employee, nor do the Tables of Distribution/Modified Tables constitute official approval of pay category, title, series, or grade.

ARTICLE 30

MERIT PROMOTION

1. Promotions will be based on merit system principles except where specifically authorized by law and regulation (5 CFR 335).
2. Selection for promotion and advancement will be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition that assures that all receive equal opportunity.
3. An automated candidate evaluation program (currently RESUMIX) employing an Inventory Based Recruitment System (IBRS) will be used as the merit promotion system for filling positions. Should DOD or Army adopt a different automated system that operates under the same general principles as the current system, the procedures described below will remain in effect. The parties agree that the implementation of the automated system, RESUMIX, will result in the use of Army and regional merit promotion plans with local supplementation.
4. In accordance with 5 CFR 335, Management has the right to select or not select from any available recruitment sources. This includes the automated system, RESUMIX, Delegated Examining Unit list, and other appropriate sources of recruitment. The selecting official will use a selection checklist, consider all referred candidates, and provide job related reasons why the selectee is the best candidate for the position. If the selectee declines, a second selection should be made from the referral list. If there are three or more referred candidates, reasons must be provided, reviewed by the CPAC, and accepted by the servicing Civilian Personnel Operations Center prior to issuance of a second referral list for the same Request for Personnel Action. Final selections must be reviewed by at least one level higher than the selecting official.
 - a. The minimum area of consideration may vary depending on the needs, attracting applicants from diverse backgrounds, manpower/budget restrictions, and the number and quality of applicants expected. Normally the minimum area will include the CPAC serviced workforce unless a smaller area (command/activity or below) can produce at least five best-qualified candidates. If there are less than five best qualified candidates and the area of consideration included the entire CPAC serviced workforce, the selecting official can either choose to select from the list or request the area of consideration be expanded.
 - b. Vacancy announcements will be posted on the Army web page and will be open for a minimum period of 11 workdays. Supervisors will make and post copies of announcements for employees who do not have web access.
 - c. For each recruitment personnel action, the top 25 candidates who possess all required skills will be referred as "best qualified." If there are less than 25 candidates who possess all required skills, all will be referred as "best qualified." If there are more

than 25 candidates who possess all required skills, candidates will be ranked based on possession of job related desired skills. If there are other applicants who are tied with the 25th applicant, they will also be referred. If multiple vacancies are known at the time the list is issued, one additional candidate can be referred for each additional vacancy plus ties. For example, if there are 3 vacancies, 27 names plus ties can be referred.

d. The automated system, RESUMIX IBRS, will be used as the method for evaluating candidates to determine those who are referable as best qualified under competitive merit promotion procedures. Candidates must possess all required skills and will be ranked based on the number of desired skills they possess. Required and desired skills may be adjusted to achieve a valid referral list. The names of the candidates will not be released to the selecting official until the list is issued.

e. The Employer will provide access to a government computer for employees to submit resumes to RESUMIX and to self nominate for vacant positions.

f. Candidates will use the web based ANSWER system or any subsequently developed web based systems, for information on referrals and selections.

g. Interviews:

(1) Interviews will be conducted for General Service (GS)-14/15 or equivalent positions. Interviewing is optional for other positions. If interviews are conducted, job related reasons may be used to reduce the number to not less than five candidates to be interviewed.

(2) If interviews are conducted, the interview questions must be approved by the reviewer prior to conducting interviews, and a nondisclosure statement will be signed by all panel members (if used) and by all interviewees. All candidates should be asked the same questions.

(3) Interviews will not be used to test the candidates, but will be concerned with experience and training. Interview results should not be given undue weight; rather they should be combined with the results of other evaluation factors to determine the candidate's final position relative to other competitors. Interview results are only part of the overall process and must be used in combination with other evaluation criteria.

h. Panels, if used, must include a minimum of three members, but five members are preferred. To the extent possible, the composition of the panel should include at least a minority, a female, and a non-minority; and the members should be at least the same or higher grade.

i. The Employer may invite qualified bargaining unit personnel to serve as observers of the rating and ranking of candidates accomplished by selection panels. The organization filling the vacancy will approve these observers. Observers will occupy

positions that are at a grade level no lower than that of the position being filled and will be familiar with the kind and level of responsibilities involved.

j. The selecting official will consider all referred candidates and provide job related reasons why the selectee is the best candidate for the position. Selection matrices will be prepared and maintained by the selecting official to respond to any inquiries or complaints. Selection matrices will include names and analysis of all candidates along with weights/reasons for each factor used.

k. The selected employee will be released not later than the beginning of the second pay period following the pay period in which a release date is requested.

l. Temporary promotions for more than 120 days will be done competitively (more than 179 days in activities undergoing major draw downs or closures within two years of the effective date).

m. Temporary assignments of qualified employees to higher graded positions are normally done by temporary promotions when it is expected to last more than 60 days and authority exists to fill the positions within budget, strength, and high grade controls.

5. Selection matrices will be used to document all selections under formal competitive merit promotion or career referral procedures. The experience elements used must be based on the requirements of the specific position being filled. The Employer will ensure that there is a consistent approach used in crediting education, training and awards for similar (same series and grade) positions within their primary organization.

6. The selection criteria and selection matrix must be developed, pre-approved by the reviewer, signed by the selecting official and reviewer, and a copy provided to the CPAC prior to the issuance of the referral list.

7. If interviews are conducted, the interview questions must be approved by the reviewer prior to conducting interviews, and a nondisclosure statement will be signed by all panel members (if used) and by all candidates interviewed.

8. Upon request, selecting officials will debrief non-selected candidates. This will include sharing the selection criteria plus the scores given to the selectee and the non-selected candidate. If composite scores are used, all scores that comprise that composite score will also be provided. The information released will be sanitized and in accordance with the Privacy Act.

9. The Union may submit a written request for an electronic copy of the merit promotion list, the applications of all referred candidates, and the reasons for selection. Upon request, the reasons for selection will include the selection criteria and a matrix with the scores of all candidates but the names of only the selectee and the concerned employee. All information released will be sanitized and in accordance with the Privacy Act.

ARTICLE 31

PRIORITY PLACEMENT

Section 1. Consideration. Priority Placement candidates will be given due consideration for bargaining unit vacancies in accordance with Civilian Personnel Bulletin No. 162. If a selection is to be made where more than one priority candidate is identified and there is no significant qualitative difference among them, service computation date may be used as an additional factor in the selection process.

Section 2. Referral. The order of referral candidates entitled to priority consideration is generally as indicated below:

- a. Employees under notice of RIF.
- b. Surplus employees due to job abolishment.
- c. Employees affected adversely by classification error or new classification standards.
- d. Employees in retained grade status.
- e. Employees failing to meet physical/performance standards through no fault of their own.
- f. Employees previously demoted through no fault of their own.
- g. Employees who failed to receive proper consideration for competitive promotion.
- h. Surplus employees who voluntarily request change to lower grade.
- i. Individuals eligible for the Reemployment Priority List.
- j. Department of Defense employees registered in the DOD Program for Stability of Civilian Employment.
- k. Employees concurring in management-initiated lateral reassignment.
- l. Employees needing special placement (workers' compensation recipients, employees who lost security clearance, etc.).
- m. Employees needing reassignment for compassionate reasons.
- n. Employees requesting repromotion to a grade previously held.

Following consideration of the above priority categories, candidates on other selection lists are considered. The above categories are subject to change, addition or rearrangement that requires consultation with the Union prior to implementation.

ARTICLE 32

NON-COMPETITIVE PROMOTIONS

Permanent non-competitive promotions must be approved by the Commander or may be delegated to a designated official.

ARTICLE 33

DETAILS

Section 1. Definition

A detail is a temporary assignment of an employee to a different position or a set of duties (if no position exists) for a specified period with the employee returning to regular duties at the end of the detail.

Section 2. General

a. Details are intended only for meeting temporary needs and will be kept as short as possible.

b. An employee may not have to qualify for a position to which detailed; however, it is desirable that an employee be qualified for the position. A detail should be reasonably related to an employee's official position and qualifications.

c. Employer will make every effort to avoid assigning an employee to a lower grade position.

d. The employees not selected for a detail will be provided the selectee's name and reason for selection, in writing, if requested.

e. Details in excess of 30 days will be documented on a request for personnel action and a copy placed in the employee's official personnel file.

Section 3. Details to Higher Grade Positions

An employee may be detailed to a higher-grade position or to a position with promotion potential for up to one year, in not more than 120-day increments. Competition is required after the initial 120-day period. Service in a detail position during the initial 120-day period shall not be used as the only determining factor for promotion purposes.

ARTICLE 34

COMPETITIVE AREA

The competitive area shall be established IAW guidance in the CFR and after notification to the Union. Priorities for placement of affected employees within the competitive area or between other U.S. Army activity competitive areas serviced by the Redstone Arsenal CPAC shall be carried out in strict accordance with Civilian Personnel Bulletin No. 162, dated 11 May 1998, and subsequent changes or revisions thereto.

ARTICLE 35

COMPETITIVE LEVEL

- a. Jobs that are similar enough in duties in all aspects that the employees can be readily moved from one job to another without unduly interrupting the work program (capable of assuming the full duties of the new position within six months) shall be placed in the same competitive level. Employees shall be informed of their initial competitive level and of subsequent changes.
- b. When requested by an employee, the Employer shall grant competitive level review if the employee feels the competitive level assignment is improper. If the question is not satisfactorily resolved, the employee may request Union representation.
- c. The Union will be invited to attend competitive level reviews.
- d. Management will provide a retention register when an effective reduction in force date has been determined. The agency is responsible for ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).

ARTICLE 36

EMPLOYEE TRAINING AND DEVELOPMENT

- a. The Employer and Union agree that it is mutually beneficial to have a well-trained workforce. The employees may inform the supervisor at any time of training needs related to the employee's work assignments. The Employer shall consider such information when identifying training needs. In order to encourage employee professional development, self development, and job skills improvement, the Employer will make available training/education information. The nomination and selection of employees for training will be designed to meet future needs. Training will be provided on new technology as needed.

b. An Individual Development Plan (IDP) will be developed jointly by the Employer and the employee to address employee skills needed in the current position and to prepare for career opportunities. Training and development needs will be discussed and updated during the performance counseling sessions.

c. Employee training will be documented by entry in the IDP. Employee is encouraged to keep a copy of all training documentation and periodically review for accuracy. It is the employee's responsibility to ensure their record of training is current and accurate.

ARTICLE 37

EMPLOYEE RECORD FILE

The employee record file will be maintained in accordance with Army Regulation (AR) 25-400-2, The Modern Army Record Keeping System, File Number 1aa.

ARTICLE 38

JOB SHARING

Job sharing shall be done IAW applicable regulations. The Employer agrees to notify the Union 15 days prior to converting a position to job sharing.

ARTICLE 39

REDUCTION IN FORCE, TRANSFER OF FUNCTIONS (TOF) AND FURLOUGHS

a. The Employer shall notify the Union at least 120 calendar days, unless circumstances dictate otherwise, in advance of an anticipated RIF, TOF, or furlough. In addition, the Employer shall permit the Union to attend any anticipated RIF, TOF, and furlough meetings. The Employer shall also provide the following information:

- (1) An explanation of the requirement for the RIF, TOF, or furlough.
- (2) The approximate number of employees who may be affected initially.
- (3) The proposed competitive areas and competitive levels that may be affected.
- (4) The anticipated effective date of the action.
- (5) The expected duration of a furlough.

b. The Union may request to negotiate the impact and implementation of RIF, TOF, or furlough within ten workdays of notification. The Employer agrees to meet with the Union within 30 calendar days of the request.

c. The Employer will furnish an unemployment claim form with Letter of Notification of Furlough.

d. Management will provide a retention register when an effective RIF date has been determined. The agency is responsible for ensuring that each employee's access to retention records is consistent with both the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a).

e. Any career or career-conditional employee who is separated by RIF action may register for placement on the Re-Employment Priority List IAW appropriate regulations. An employee may notify the Employer at the time of separation that temporary employment will be acceptable. The employee will be considered for temporary positions based on RIF category priority. Acceptance of a temporary position by the employee on the Re-Employment Priority List shall not affect eligibility for re-employment in a permanent position.

f. Furloughs of 30 consecutive days or more, or 22 nonconsecutive workdays, will be implemented IAW OPM regulations governing RIF. Furloughs of less than 30 consecutive days will be implemented IAW 5 CFR, Part 752.

g. The Employer will conduct a RIF in accordance with all laws, rules, regulations, and negotiated agreements, to include re-employment and re-promotion rights. The Employer agrees to attempt to minimize involuntary separations by the implementation of an aggressive Outplacement Program. Such outplacement efforts will be implemented as soon as practicable.

h. At the time of any RIF, all affected employees will be given an informational briefing covering the rules, regulations, and employees' rights, which govern and are applicable to a RIF.

ARTICLE 40

REORGANIZATION

a. It is agreed that the Employer shall notify the Union within 120 calendar days, or as soon as possible, in advance of an anticipated reorganization/realignment. The Employer shall provide the Union an opportunity to participate throughout the process.

b. The Union will be briefed in the following manner:

(1) The rationale for the reorganization will be provided.

(2) The briefing will show the current and proposed organizational structures to include grade, title, series, and other proposed reorganizational information, as appropriate.

(3) Any adverse actions will show the grade, series, title, and names of employees affected, when available.

(4) As additional information becomes available, the Union will be notified.

ARTICLE 41

INVOLUNTARY REASSIGNMENTS

a. Involuntary reassignments may be necessary when needs of the Employer require non-RIF related reassignments. If more than one employee is assigned to the same position description, the Employer may consider reassigning the employee having the least seniority.

b. Employees selected for involuntary reassignments and the Union shall be given a written notice of not less than 15 calendar days. This notice shall be in writing and state the reasons for reassignment. The selected employee shall be given an opportunity to reply orally or in writing within 15 calendar days after receipt of the reassignment notice.

ARTICLE 42

SURPLUS EMPLOYEES

The Employer shall notify the Union in advance of reorganizations, realignments, or other actions that will result in declaring employees as surplus. Whenever management generates a surplus list, a copy will be provided to the Union. At the request of the employee, the Employer will provide justification for eliminating the employee's position. The Employer and the Union agree that declaring an employee surplus does not reflect on the character of the employee nor does it reflect on the employee's retention status in RIF.

ARTICLE 43

ACQUISITION CORPS

The Employer recognizes and supports the Army Acquisition Corps and agrees to follow DA guidance and regulations governing it.

ARTICLE 44

CONSULTANTS AND EXPERTS

- a. The Employer acknowledges a responsibility to adhere to regulations and appropriate laws regarding the use of consultants and experts.
- b. Consultants or experts shall not be employed solely to avoid the competitive merit promotion procedures.

ARTICLE 45

TEAM LEADERS

Unless otherwise excluded, employees who are not functioning as a supervisor within the meaning of 5 USC 7103(a)(10) shall be included in the bargaining unit covered by this agreement.

ARTICLE 46

PAY

Section 1. Payment

Wages, including overtime, holiday and premium pay, shall be paid IAW this agreement and applicable law and regulations.

Section 2. Loss of Pay

Payroll errors resulting in any loss of the employee's net earnings shall be corrected and payment disbursed expeditiously after employee notification to the servicing Defense Finance and Accounting Service (DFAS) office through completion of the applicable forms.

Section 3. Overpayment

If an employee is overpaid for any reason and fails to respond to a notice that the full amount will be withheld during the following pay period(s), the fees and reimbursement may be withheld from the employee's pay unless the employee makes other acceptable arrangements with the servicing DFAS office. Employees who have been overpaid may request a waiver for the repayment of such moneys. Upon request, the Employer agrees to assist employees in obtaining the appropriate waiver forms.

Section 4. Hazardous Pay

The Employer agrees to pay hazard pay differential to employees who are assigned to and perform hazardous duty and/or duties involving physical hardship as specified by appropriate regulations.

ARTICLE 47

INCENTIVE AWARDS

The Incentive Awards Program will be administered on a fair and equitable basis. The Union President shall have the opportunity to appoint a representative to participate on any established incentive awards committee for all awards applicable to bargaining unit employees. Upon request, the Union shall be provided statistical data that management normally maintains concerning the awards program.

ARTICLE 48

WITHIN GRADE INCREASES FOR GS EMPLOYEES

a. Advancement in pay, called “within grade” increases, is provided for GS employees whose most recent performance appraisal is at an acceptable level of competence and who have met the prescribed length of service in grade (waiting period) in accordance with U.S.C. 531-404.

b. If the employee’s most recent performance appraisal is not at an acceptable level thereby causing the within grade increase to be withheld, the employee may be given not less than 120 days to improve performance to an acceptable level prior to the Employer conducting a new performance evaluation.

c. An employee who is denied a within grade increase may complain through EEO channels or appeal to Merit System Protection Board. The denial of a within grade increase is not grievable under the terms of this Agreement.

ARTICLE 49

TOTAL ARMY PERFORMANCE EVALUATION SYSTEM

Section 1. Performance Plans

Within 30 days of the beginning of the rating period, the rater will meet with the ratee to discuss the objectives that will be rated and established by the performance plan. The ratee will be given the opportunity to provide input that will be considered by the rater before implementing the performance plan. The plan shall be written where objectives are reasonably attainable, measurable, and define what is required for success. A legible copy of the performance plan (DA Form 7222-1 or DA Form 7223-1) will be given to the

ratee at the beginning of each rating period. If the performance plan changes during the rating period, the ratee will be counseled by the rater on the proposed changes and will be given the opportunity to provide input for consideration. The ratee will not be rated until having served 120 days on the new or adjusted performance plan.

Section 2. Performance Counseling

Performance counseling will be done three times a year at approximately four-month intervals. If a ratee is not meeting the performance plan, the rater must discuss this with the ratee and assist the ratee in improving said performance (e.g., training, closer supervision, and short-term goals.) During counseling sessions, the rater shall give examples of excellence. A written record of the counseling sessions will be given to the ratee. The ratee may make written comments (if desired) concerning the counseling session and provide them to the rater for the record. The Counseling Checklist/Record and Support Forms will be initialed by the raters and the ratee in the appropriate column. If the ratee refuses to initial the blocks, the rater will note and date the refusal in the same.

Section 3. Performance Evaluation

If progress has been made in a task but has not been completed for reasons beyond the ratee's control or by mutual agreement, the rater shall evaluate only the completed portion. If the rater places notations on the forms reflecting accomplishment of responsibilities/objectives, the date of accomplishment will be included. If entry into a new position occurs less than 120 days before the previous rating period ends (and minimum rating period of 120 days has been served), the ratee will receive an early final performance rating. If entry into a new position occurs 120 days or more before the previous rating period ends (and the minimum rating period of 120 days has been served), the ratee will receive a special rating from the present rater within 20 workdays after the employee leaves the position. Ratee dissatisfactions concerning the performance appraisal process are subject to the grievance procedure.

Section 4. Values and Ethics

The DA values and ethics evaluations are intended to document positive aspects of the ratee's contributions that do not necessarily result in work output. As part of performance counseling sessions, raters will advise ratees if the ratee is or is not supporting DA values and ethics and indicate what action the ratee may take to show support. Ratees may make comments regarding values and ethics on the rating form or by addendum as appropriate.

Section 5. Career Appraisals

The Employer and the Union agree to abide by provisions of CFR 430. Further details and references to the law can be found at the CPAC and the Union Office.

ARTICLE 50

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

a. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, color, religion, age, sex (gender), physical or mental handicap, sexual harassment, national origin, or reprisal.

b. The Union and the Employer shall cooperate to the fullest extent to assure equal opportunity in hiring, training, promotions, and other conditions of employment for all employees.

c. The Union recognizes that the Employer has the responsibility for development and implementation of an Affirmative Action Plan (AAP). The Union agrees to work in concert with the Employer in support of this program consistent with current rulings of the U.S. Supreme Court.

d. Activities, facilities, services, and training programs operated, sponsored, or that involve participation by this installation will be made available to all employees without discrimination.

e. The Employer's EEO Officer shall provide a copy of the annual progress report on the EEO Program to the Union, and also a copy of published statistical information to the Union when such information is specifically requested and identified.

f. The Union will be able to represent the employee in an EEO complaint and the Union official will be on representational time.

g. Union representatives may be considered for appointment as EEO counselors only to the extent that the duties of such do not present a conflict of interest. Employee membership in the Union shall not be a factor with regard to the employee serving as a counselor. The representative shall be provided information and rights concerning the complaint IAW AR 690-600 and 29 CFR 1614.

ARTICLE 51

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General

a. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This is the exclusive procedure available to the Employer and the Union and employees in the bargaining unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union.

b. Nothing in this article is intended to deny an employee or group of employees in the bargaining unit the right to file grievances. Employees filing a grievance under this procedure may represent themselves or be represented only by a designee of the Union. Employees who elect to represent themselves must do so IAW this agreement. The Union will be notified and has the right to be present during grievance proceedings covered under this agreement. When the grievant elects Union representation, meetings and communication with regard to resolutions shall be made through the designated Union representative. For employees on flexitime, the parties agree to schedule all steps in the grievance process during the core hours of the grievant and representative unless the parties mutually agree otherwise.

c. The filing of a grievance will not adversely impact an employee's reputation, performance appraisal, or value to the Employer. Employees, employee representatives, and all other persons involved in the grievance process will be free from restraint, interference, coercion, discrimination, or reprisal.

d. An employee or group of employees filing a grievance under this agreement can be self represented or represented by the Union or a representative approved in writing by the Union President.

e. When representing bargaining unit members, the Union agrees not to take a grievance outside this negotiated procedure until the provisions of this agreement have been exhausted or the grievance is cancelled. Cancellation must take place before the grievance becomes formal.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, one grievance shall be selected by the Union for processing and the decisions from that grievance shall apply to all grievants.

g. If an employee who has filed a grievance resigns, dies, or is no longer a Federal employee before a decision is reached and there is no question of financial compensation involved, the grievance is null and void unless specifically provided for in another part of this contract. A copy of this notification shall be made a part of the official record.

h. Electronic correspondence may be used in lieu of hard copy, however, it is incumbent upon the sender to verify receipt.

i. If the Employer does not meet the timeframe at any step of the grievance procedure, the grievance can be elevated to the next level. If the employee or the Union does not meet a grievance timeframe, the grievance may be terminated. However the parties can mutually agree to extend timeframes.

Section 2. Coverage

a. The procedures set forth in this article cover the following:

(1) Interpretation, application, and/or violation of this agreement

(2) Personnel actions

(3) Interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including OPM, that concern conditions of employment, as may be appropriate under law.

Except as otherwise provided for in this agreement, matters expressly excluded by law or regulation or for which a statutory appeal right exists are excluded from coverage under this procedure.

Any claim of RIF, adverse action, and EEO issues can be taken either through the grievance (including Alternative Dispute Resolution (ADR)), appeal, or EEO procedure. However, only one of these procedures can be utilized. Prior to arbitration under the grievance procedure, the Union can decide to either pursue EEO issues in a grievance to arbitration or to the EEO Commission, but not both. An arbitrator's decision on EEO issues will be binding on both parties and can only be appealed to the FLRA or appropriate appeal authority.

b. Employees may file grievances concerning suspensions of 14 days or less beginning with the Third Step of this grievance procedure. These grievances must be filed within 20 workdays after receipt of the decision letter, or within 20 workdays after the effective date, whichever is later. The employee may choose to be represented by the Union, and the Union representative will be granted an appropriate amount of official time.

c. An individual grievance cannot be filed under this procedure nor can the ADR procedure be used unless the resolution or the corrective action sought is under the control of the Commander or equivalent levels who are a party to this agreement, the employee is a member of the bargaining unit subject to this agreement, the relief sought by the grievant is personal in nature, and the grievant can cite an article of the Agreement, regulation, rule, and/or policy to include the paragraph considered to have been violated.

d. If Management does not meet its timeframes in the grievance procedure, the employee or Union can proceed to the next grievance level. Any extensions of timeframes must be mutually agreeable. The Second/Third Step deciding official will make every effort to avoid delegating responsibility.

Section 3. ADR Procedure

a. General: The purpose of this article is to provide a method applicable to bargaining unit employees for the mutually satisfactory settlement of complaints. This procedure utilizes a mediator and a less formal process to assist the employee(s) and the Employer in crafting a solution to a complaint. If you choose to participate in mediation, the

informal period will be extended an additional 60 days to accomplish the mediation. If mediation is successful, a negotiated settlement agreement will be signed by the participants. If mediation is not successful, the grievance procedure may be invoked at the Third Step.

b. Coverage: A bargaining unit employee seeking resolution of a complaint, which could be properly filed as a grievance under the negotiated grievance procedure of this agreement, may choose to use the ADR method described in this article as an alternative instead of filing a formal grievance.

c. Procedure:

(1) Employees desiring to utilize this dispute resolution procedure must notify the supervisor in writing within 20 workdays after the act, or knowledge of the act, or specific incident giving rise to the complaint. A complaint based on continuing conditions may be presented at any time. Failure to adhere to the stated time limit shall result in the loss of the opportunity to use this procedure unless the Employer is agreeable to granting an extension of the time limits. The employee's notification must explain the nature of the employee's complaint to include the article of the Agreement, regulation, rule, and/or policy to include specific paragraph that the employee considers to have been violated. The written notice will be in the following format:

ALTERNATIVE DISPUTE RESOLUTION NOTICE

Employee's Name _____ Series and Grade _____
Title _____ Organization _____
Telephone No. _____ Immediate Supervisor _____
Union Representative (if any) and Telephone No. _____

Nature of the complaint including the article of the Agreement, regulation, rule, and/or policy to include specific paragraph that the employee considers to have been violated and an explanation of how the alleged violations occurred and the specific personal relief being sought. _____

Employee's Signature _____ Date _____

Receipt/Acknowledgement (signature of immediate supervisor) _____

Date Received _____ Date Returned to the Employee _____

(2) The immediate supervisor will sign and date the receipt/acknowledgement line on the notification form, return a copy to the employee, and will begin the process to institute the dispute resolution procedure within ten additional workdays. Personal

delivery of the notification form between the employee and the supervisor would be most efficient and is recommended.

(3) The ADR procedure consists of the following steps:

Step 1: After proper notification by the employee, the immediate supervisor, within ten workdays, will advise the CPAC of the employee's choice to utilize this dispute resolution procedure.

Step 2: The CPAC will seek the services of a neutral, professional mediator to aid and facilitate the parties in achieving settlement of the dispute. The Employer will pay the expenses for the mediator. The Employer will provide a facility and equipment necessary and appropriate for holding mediation sessions. The CPAC will coordinate the date, time, and location of the mediation session and provide written confirmation to the primary parties.

Step 3: The mediation session will be held on a normal workday for the employee and will last no more than eight hours. If no conclusion or resolution is reached before the end of eight hours, the mediation process will be terminated and considered finished unless all primary parties, including the mediator, agree to continue. The employee will be entitled to have a Union representative at the mediation session to assist the employee in presenting the case. The employee may offer witnesses who voluntarily agree to appear at the mediation session at their own expense. Such witnesses who are Federal employees will be on official time during participation if they would otherwise be in a duty status. Witnesses who work on second or third shift may be granted administrative leave or will have their schedule changed to first shift on the day of the mediation session. The Employer may also offer witnesses at the mediation sessions. The Employer will choose individuals to represent Management who have the authority to agree to any resolution reached.

Step 4: If the parties reach a resolution, the written agreement will be signed by the employee, the Union representative (if any), the Management representative, and the mediator. A copy will be given to all primary parties present at the mediation session. The Employer may provide the terms of the settlement to personnel who have a need to know. The employee and the Union agree that the employee's complaint is resolved and the employee's right to file a grievance under the negotiated grievance procedure regarding this complaint is nullified by the settlement.

Step 5: If no resolution is reached in the mediation session, the result will be documented and signed by the participants. The employee may then initiate Third Step of the grievance procedure in accordance with the provisions of this contract within 20 workdays following the date of the mediation session.

Section 4. Traditional Three-Step Grievance Procedure

a. The traditional three-step grievance procedure may be used for any grievable matter.

b. First Step:

(1) The employee or the employee's representative will notify the employee's immediate supervisor of the intent to file a grievance under the negotiated grievance procedure. This notification must be within 20 workdays of the incident, act, or knowledge of the act that is the subject of the grievance. Grievances resulting from on-going conditions may be presented at any time. The supervisor will acknowledge the request and coordinate a time and date for the meeting. At the meeting, the employee and his Union representative, if any, must present (may be orally) the nature of the problem for resolution and the personal relief sought. If the employee filing the grievance is not being represented by the Union, the First Step deciding official will notify the Union of the date, time, and place of the First Step meeting, and they will be invited to attend.

(2) Failure to adhere to the 20 workdays time limit may result in the grievance being rejected for being untimely unless an extension has been mutually agreed upon.

(3) The First Step deciding official will attempt to resolve the grievance if possible. If the grievance is beyond the scope of the deciding official's authority or if it cannot be resolved the First Step meeting will serve to clarify the issues.

(4) The First Step deciding official will render a brief written decision to the grievant or the grievant's representative, if any, within ten workdays after the conclusion of the First Step meeting.

(5) If the grievant is not satisfied with the First Step decision, the employee will within ten workdays after receiving the decision; provide a written notice to the First Step deciding official stating the intent to take the grievance to the Second Step.

c. Second Step:

(1) The request must include the grievant's name, title, series, and grade; immediate supervisor; employing organization (as stated on the most recent Notification of Personnel Action, SF 50); current work telephone number; name of representative (if any); representative's work telephone number; the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law, or policy which the grievant feels have been violated in relation to the grievance; the personal relief sought; the date prepared, and the grievant's or representative's signature. If the above-required information is not provided, the request will be returned without action.

(2) The Second Step deciding official must be the head of the POE or the Deputy immediately below the Commander/Program Executive Officer or comparable level having the authority to resolve the grievance. The Second/Third Step deciding official will make every effort to avoid delegating responsibility.

(3) The Second Step meeting will be scheduled by the Employer at a

mutually agreeable time within 15 workdays of the date of receipt of the request for a Second Step, or as soon as all parties are available.

(4) Documents relating to the grievance and utilized by any party at this meeting shall be made available to the other parties, subject to legal, regulatory, or other restrictions (e.g., Privacy Act). By mutual consent, the Union and/or the Employer may have trainees present during the meeting. The grievant or Union representative, if any, shall present the case for the grievant and question any witnesses. The Second Step deciding official shall provide a person from within the Employer's work force to take minutes as close as possible to recording verbatim testimony of the proceedings. A tape recorder will be utilized as long as it is agreeable to both parties. The Second Step deciding official will render a decision within 20 workdays of the meeting. The process is as follows: The Second Step deciding official shall provide to the Union a written transcript of the minutes within 5 workdays. The Union will provide any clarifying comments to the Second Step deciding official within 5 workdays of receipt of the transcript. The Second Step deciding official shall render a written decision to the employee, Union representative, and Union President with minutes, documentation, and the basis for the decision (including minutes of Second Step meeting) within ten workdays.

(5) Peer Panel Option

Any employee can choose to utilize a peer panel at the Second Step. If the employee elects the peer panel, the employee shall nominate four employees to be on the panel. The employees shall be of equal or higher grade than the grievant, and shall not be supervised by the same first-line supervisor as the grievant. The Second Step deciding official shall select three of the four employees to serve as the panel and coordinate with all parties. The panel will hear the grievance and each panel member will make an advisory decision within ten workdays of the Second Step hearing's conclusion. The peer panel decision is the majority of the individual peer panel member advisory decision. The Second Step deciding official reviews the advisory decisions and has ten workdays to render a final decision. If the Second Step deciding official and the grievant accept the conclusions of the majority of the panel members, the decision shall be final and preclude any further appeal under this article. At the peer panel hearing, the grievant or representative will present the case, which may include exhibits and witnesses. A copy of each peer panel member's advisory decision and the Second Step deciding official's final decision will be furnished to the grievant, the Union representative, and the Union President.

d. Third Step:

(1) If the Second Step grievance decision is not acceptable, the employee or Union representative may invoke the Third Step grievance within 15 workdays of receipt of the Second Step decision. The grievance must be in writing and include the following:

- (a) THRU: Supervisory Channels
- (b) TO: Appropriate Employer, ATTN: CPAC

- (c) Filing grievance in accordance with the Agreement
- (d) Name and organization of employee
- (e) Union representative (if any)
- (f) Statement of whether a position paper will be submitted
- (g) Nature of grievance with violations of agreement, law, and regulations listed
- (h) Statement that the grievance has gone through the First and Second Step grievance process unless the grievance began at the Third Step.
- (i) Copy of the Second Step grievance and the Second Step decision attached (not applicable if grievance started at the Third Step).
- (j) Personal relief sought
- (k) Copy to the Second Step deciding official, Union representative, Union President, and informational copy to CPAC servicing generalist.

(2) The grievant or the grievant's representative and the Second Step deciding official may both submit a position paper. The position paper(s) will be sealed and sent through the CPAC to the appropriate commander within 15 workdays following the Third Step submission. The parties can mutually agree to extend timeframes.

(3) If desired, Union and Management will be allowed not to exceed 15 minutes each to orally brief the Deputy to the Commanding General or comparable level. The Union must request the briefing within 5 workdays after submission of the position paper or the Third Step submission if no position paper is submitted. Only the Second Step deciding official and the Union representative (or grievant if representing self) will participate in the meeting. Any exceptions to this attendance will require the concurrence of both parties. If the grievant is self-represented, a Union representative may be present as an observer.

(4) The Commander or comparable level will grant or deny the grievance. The Third Step deciding official will render a decision and provide the complete grievance package to the grievant and to the Union office within 30 workdays of the position paper submission.

(5) If the decision is not acceptable, the Union may invoke arbitration in accordance with this agreement.

Section 5. Union-Employer Grievance Procedure

When a grievance arises between the Employer and the Union that is not an individual or group grievance and involves matters that fall within the scope of this agreement, the following process shall be used to resolve the issue. The grieving party will inform the other party of the grievance within 15 workdays after the act or knowledge of the act, giving rise to the grievance. Within ten workdays, the grieving party will schedule a meeting between the two parties. The grieving party will notify the other party once it has determined that further discussion will not resolve the issue. Within 20 workdays of such notification, the grievant may invoke arbitration in accordance with the procedure described in this contract.

Section 6. Arbitration

a. This article provides the procedure for determining whether an issue is grievable or subject to arbitration and for addressing unresolved grievances that have been processed under the provisions of this article that arise from the interpretation, application, or violation of this agreement. Arbitration may be invoked by the Employer or the Union, but not by the employee.

b. A request for arbitration by the Employer or the Union must:

(1) be in writing and addressed to the Commander or comparable level or the President of AFGE Local 1858, as appropriate;

(2) specify the nature of the grievance, including the specific portion of the negotiated agreement, regulation, law, or policy;

(3) specify the personal relief sought;

(4) be submitted within 20 workdays following receipt by the employee of the Employer's decision issued in accordance with this grievance procedure or receipt of notice rejecting a issue for grievance or arbitration by either party.

c. No later than 20 workdays from date of the written request for arbitration, the party requesting arbitration will contact the Federal Mediation and Conciliation Service (FMCS) for a list of five potential arbitrators. The FMCS fee will be shared equally. Upon receipt of the list, the requesting party will schedule a meeting with the responding party to occur within 20 workdays to select an arbitrator. At this meeting, the parties will mutually agree on an arbitrator. If the parties cannot agree, the parties will take turns striking one name from the list of arbitrators until only one name remains. If the responding party does not meet within 20 workdays of the request to strike for an arbitrator, the requesting party will unilaterally select an arbitrator, notify the responding party, and the responding party will assume the cost of the fee and expenses of the arbitrator. Conversely, if the requesting party does not meet within 20 workdays of the request to strike for an arbitrator, the responding party will unilaterally select an arbitrator, notify the requesting party, and the requesting party will assume the cost of the fee and expenses of the arbitrator.

d. The arbitration hearing shall be held during normal business hours Monday through Friday. In accordance with applicable regulations, the grievant, the grievant's representative and necessary DA witnesses shall participate without loss of pay or charge to leave. The Employer will provide video teleconference capabilities for DA employee grievant/witness whose permanent duty stations is outside Huntsville/Redstone Arsenal commuting area to preclude travel and per diem costs.

e. In the case of arbitrations to determine whether an issue is grievable or subject to arbitration, the arbitrator will designate the winning and losing party in the decision. The losing party will pay the fee and expenses of the arbitrator. In all other cases of arbitration, all fees relating to the arbitration will be jointly shared except for the hearing transcript. The Employer will allow the Union to reproduce the transcript at their own expense. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. The requesting party will pay the cost of grievant and witnesses who are not DA employees.

f. The arbitrator shall be requested to render a decision as soon as possible, but no later than 20 workdays, after the hearing unless the parties agree otherwise. The arbitrator shall have the authority to interpret this agreement but not to change, alter, amend, or modify the agreement. The arbitrator's written decision will be binding, include a statement of the basis for the decision, and provided concurrently to both parties.

g. Either party may file an exception to the arbitrator's decision with the FLRA or Federal court as appropriate. In the event one of the parties files an exception, the arbitrator's decision will be held in abeyance until the FLRA or Federal court issues a decision.

h. Neither party will issue a news release on any case until a final decision has been rendered.

ARTICLE 52

DISCIPLINE – ADVERSE ACTIONS

Section 1. Definition

Disciplinary actions under this article include written reprimands, suspensions, demotions, or removals taken for disciplinary reasons. This article does not apply to performance-based actions taken under Title 5 USC, Chapter 43.

Section 2. Prevention

The Employer and the Union agree that primary emphasis shall be placed on preventing situations requiring disciplinary action through effective employee-Management relations. If it is proven that false statements are knowingly made against an employee, the person making such statements may be subject to disciplinary action.

Section 3. Preliminary Investigation

Employees shall not be disciplined except for such reasons as will promote the efficiency of the Federal Service. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor or the designated representative, shall undertake a preliminary investigation and hold discussions with the employee concerned. When the

supervisor holds discussions with the employee during a preliminary investigation to determine whether or not disciplinary action is warranted, the supervisor shall tell the employee the purpose of the investigation, and the employee shall be entitled to have a Union representative present.

Section 4.

Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicated that disciplinary action is necessary. The Employer shall agree that disciplinary actions will be processed in a timely manner and taken for such reasons as will promote the efficiency of the Federal Service.

Section 5.

The Employer agrees that disciplinary procedures shall be administered in a fair and impartial manner, and that no employee will be disciplined except as provided by law and regulation. Disciplinary actions, in order to be effective, should be timely.

Section 6.

Disciplinary action shall be administered against offending employees for corrective or punitive reasons, depending upon the nature of the misconduct. Unless inconsistent with established agency policy, the Employer may consider progressive discipline.

Section 7.

The Employer agrees to consider using the Agency Table of Penalties and relevant mitigating, extenuating, and aggravating factors in selecting penalties.

Section 8.

The Employer agrees to the following:

a. A notice of proposed action shall be provided for disciplinary actions consisting of a suspension, demotion, or removal.

b. Notices of proposed action shall include all required information and state the specific reason(s) for the action. The Employer or the employee's representative shall be provided all information/documentation used to support the disciplinary action upon request. While the parties recognize that an action may be initiated at any time, the Employer agrees the action should be timely.

c. Except where there is justifiable cause to provide less time, the employee shall be provided 15 workdays to respond verbally and/or in writing to a notice of proposed action. Appropriate extensions may be afforded, when requested in writing and granted

in writing. The proposed action shall list all reasons that are used as the basis of the offense for which charged.

d. The Employer shall notify employees of their discipline-related rights, to include the right to Union representation and the right to grieve and appeal, IAW applicable laws and regulations. The Employer also agrees to include in decision letters, a statement that future incidents of misconduct may result in more severe discipline.

e. If a decision is made as a result of an appeal or grievance to modify or reverse an adverse action or disciplinary action against an employee, the activity shall initiate actions to restore the employee's lost pay and benefits, in a reasonable timeframe.

f. Unless inconsistent with established agency policy, oral and written counseling may be considered the first steps toward progressive discipline.

g. Employees being given an adverse action (as defined by the OPM) are entitled to appeal to the Merit Systems Protection Board or may file a grievance under the negotiated grievance procedure contained in this agreement, but not both. Employees cannot file an appeal, grievance, EEO complaint, and prohibited personnel practice on the same action.

ARTICLE 53

SECURITY CLEARANCES

1. Employees whose security clearances have been suspended have all the rights under the security regulations to appeal the suspension and/or revocation.

2. The Employer will make every effort, subject to security requirements, to accommodate the employee at the same pay level in a position or detailed to a set of duties until all appeals have been exhausted. The Employer may also have a policy manifested in regulation to accommodate the employee.

3. The Employer will provide the Union a quarterly report showing the total number of employees whose security clearances have been suspended and/or revoked during the current quarter and year to date.

ARTICLE 54

POLITICAL ACTIVITY – HATCH ACT

The Union and Employer agree to abide by the provisions of the Hatch Act, as amended.

ARTICLE 55

(DELETED)

ARTICLE 56

EMPLOYEE ASSISTANCE PROGRAM

a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family, and legal problems, etc., may also create medical-behavioral problems. Each of these problems may cause poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union and Employer agree to work together in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavioral problems.

b. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employer's Employee Assistance Program (EAP).

c. The EAP is designed to assist employees in:

(1) Prevention of alcohol abuse and alcoholism.

(2) Prevention of drug abuse and dependency on drugs.

(3) Referral for treatment of emotional-behavioral problems.

(4) At the employee's discretion, counsel with families of employees with alcohol, drug abuse, or emotional-behavioral problems.

(5) Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.

d. Sick leave and annual leave when available and requested by the employee will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Subject to workload, official time may be granted to employees in the program to attend on-post meetings/counseling during duty hours.

e. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from alcoholism, drug abuse, or emotional-behavioral problems to voluntarily seek counseling and information from the EAP. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral

problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.

f. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining job performance, the supervisor will discuss the apparent difficulties with employee. If the employee is unable to correct job performance difficulties through the employee's own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.

g. The focus on corrective interviews by supervisors is restricted to the issue of job performance. Opinions or judgments on employees with alcoholism, drug use, or medical-behavioral problems are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual basis.

h. Employees who agree to counseling, medical treatment, rehabilitation treatment, or any other treatment shall not be subject to disciplinary and/or adverse action for 90 days so long as they remain in the program and are sincerely trying to be cured. The employee may be evaluated to determine if any disciplinary and/or adverse action should be taken (after 90 days). This provision does not apply to those employees who did not voluntarily self-identify themselves as users of illegal drugs or those employees found to be using illegal drugs for a second time.

i. Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, or any other treatment shall receive guidance or counseling to aid them in coping and understanding the employee in the treatment and recovery process.

j. If an employee accepts help from the EAP for treatment of alcoholism, drug abuse, or emotional-behavioral problems, the employee will receive counseling and be referred to community resources or facilities for appropriate assistance.

k. In the event that the Employer determines that an employee should seek help from the EAP, the employee may have Union representation if desired.

l. The Civilian Program Coordinator for the EAP will periodically meet with a Union representative to discuss methods for reaching bargaining unit members needing assistance.

m. The Employer will also meet with the Union and consult any personnel policies and practices affecting conditions of employment with this program. The Union has the right to confer on affected policies and practices.

n. Management will ensure that all employees are given the opportunity to participate in the required activities of the EAP.

ARTICLE 57

CONTRACTING OUT

1. The Employer will notify the Union of any substantive change to the laws, rules, and regulations governing contracting out and privatization that will impact the conditions of employment of the bargaining unit and will consult and/or negotiate, as appropriate, based on the impact of the changes.
2. When contracting out of a function that is performed by bargaining-unit members is being considered, the Employer will notify the Union in writing as soon as practicable and will consult fully and openly with the Union throughout the process.
3. The Employer will announce the intent to conduct a cost competition study or direct conversion immediately after DA announces the study to Congress. The initial notification will be to the Union leadership. The affected workforce should be briefed immediately after the announcement prior to any formal announcement to the general public. The briefing shall address the exact scope of the study and information that the employees will be required to submit through the course of the study.
4. If the agency decides to contract out any of the functions performed by bargaining-unit employees, the Employer will make reasonable efforts to minimize the adverse consequences of the decision on those employees.
5. The Employer will brief the affected employees and the Union at least monthly throughout the process. The Employer agrees to give the Union an opportunity to present views regarding matters relevant to management studies conducted in the course of commercial activities cost studies. Such matters include the performance work statement and the most efficient organization.
6. The Employer will furnish the Union a copy of the solicitation and all amendments at the time of issuance. The Employer will include a Union representative in any group site visit conducted for potential bidders.
7. The Union will be invited to attend the announcement of the results of the cost comparison determination.
8. In accordance with the statute, the Employer will provide the Union upon request, a copy of the contract.
9. The Employer agrees to make every possible effort to place employees who are affected by a contracting-out decision into other Civil Service jobs at an equal or lower graded position.

ARTICLE 58

BARGAINING UNIT EMPLOYEES' INTERACTION WITH CONTRACTORS IN THE WORKPLACE

1. A contractor in the workplace is defined as non-government employee working on site under an on-going Government contract.
2. Interaction between bargaining unit employees and contractors in the workplace will be governed by Federal contract laws.
3. Contractor employees and their workspace should be clearly identified.

ARTICLE 59

UNION USE OF GOVERNMENT FACILITIES

- a. The Employer agrees to furnish Government office space for Union use provided occupancy of such space by the Union does not restrict the Employer's mission capability, is practical, and is deemed beneficial to both parties. The space furnished will meet the requirements of AR 210-16 at no cost.
- b. The Union agrees to utilize Government office space only for the purpose of conducting Union affairs performed for the benefit of or on behalf of the bargaining unit. The space provided will be maintained in an orderly fashion and in accordance with applicable security requirements.
- c. The Union will be furnished at least one Class A telephone. Union officials will be granted access to the Employer's office equipment and supplies required for use in carrying out official representational duties.

ARTICLE 60

DELIVERY OF UNION LITERATURE

The Employer agrees to distribute informational literature or correspondence for the Union in the regular DA mail service internal to Redstone Arsenal. Mail handled for the Union will be accomplished in accordance with AMCOM regulation. Information mailed by the Union will be normal quantities as mailed by any other organization at Redstone Arsenal.

The Employer agrees to provide a link to the Union website from the AMCOM Homepage. The Employer also agrees to distribute e-mail from the Union to employees. The content of the e-mail will be limited to a brief description of the topic and contain a link to a Union-directed website.

ARTICLE 61

UNION USE OF REDSTONE ROCKET

It is agreed that the Union shall have the same opportunity as other organizations to have material appear in the Redstone Rocket. The Union may submit articles, announcements, and letters to the editor that will be considered based on the news value, timeliness, and relevance of the material to the Redstone Rocket readership. Advertisements may be submitted to the publisher of the Redstone Rocket for inclusion in the newspaper. Army Regulation 360-1, 15 September 2000, governs publication of civilian enterprise newspapers such as the Redstone Rocket.

ARTICLE 62

COMMAND SPONSORED HEALTH PROMOTION PROGRAM

This program is designed to reinforce the Army's focus on health and fitness. Participation in the program allows for use of excused absence.

Civilian employees may participate in command sponsored physical activity training, monitoring, and/or education, provided these activities are an integral part of a total fitness program. Commanders and supervisors have the authority to grant up to three hours of excused absence per week for a period of up to six months to allow participation in a command sponsored program if workload and mission requirements will permit. While formal physical fitness programs may be repeated from time to time, employees will not normally be granted excused absence for physical exercise training once they have received such training.

ARTICLE 63

DAMAGED/STOLEN/LOST GOVERNMENT PROPERTY

The Employer agrees to appoint a committee to investigate accidents that cause damage to Government property utilized by bargaining unit members. A committee of two will be established. One member from Management will be selected and the Union may be requested to nominate one member that will be appointed. The committee members will investigate the accident and forward a joint report with the findings and recommendations to the Commander or representative for decision. This joint report will be in addition to the normal accident report. Upon request the Union may nominate a member to serve on the committee to investigate stolen and lost property involving a bargaining unit member.

ARTICLE 64

SAFETY AND OCCUPATIONAL HEALTH

Section 1. General

a. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in Section 19 of the Occupational Safety and Health Act (OSHA), in Executive Order 12196, and in implementing regulations and directives.

b. The Union will support the Employer's efforts to acquaint all employees with their safety and health responsibilities. Any bargaining unit member will notify the supervisor promptly when it is believed that the duties being performed endanger safety or health. If the supervisor agrees with the employee and cannot solve the problem by providing immediate adequate protection, the supervisor shall consider removing the employee from the situation and refer the problem through appropriate channels for action. An employee has the right to decline to perform assigned tasks under situations described in 29 C.F.R. 1960.46(a).

Section 2. Personal Protective Equipment (PPE)

The Employer will furnish PPE at no cost to employees when it is determined that such equipment is necessary for the work to be done safely. Employees will be allowed to retain such equipment, when no longer needed, if it is not suitable for use by other employees. The employee will not be required to work without appropriate PPE when the Employer determines it is necessary. It is the employee's responsibility to use the provided PPE.

Section 3. Safety and Health Inspections

The Employer will maintain a systematic and documented program that will ensure that an annual workplace inspection will be conducted. The Union will be notified in advance and invited by the local Safety Office to all inspections of employee work sites. The Union shall be invited to attend the entrance and exit briefing and shall receive a copy of all findings and recommendations of the workplace inspection/audit team (or individual). The Union will be notified of safety and health hazards discovered in these inspections. The hazard will be corrected as expeditiously as possible.

Section 4. First-aid Kits

At activities where local health services are not available, the Employer will furnish one industrial first-aid kit for every 50 employees, and will ensure that at least one employee of the activity is qualified to administer first aid. (When health services are available within five minutes of the activity, they are considered "available" for purposes of this section.)

Section 5. Medical Examinations

Job-related examinations will be in accordance with AR 40-5. Preplacement, job transfer, periodic, and termination examinations will be provided to civilian employees potentially exposed to health hazards in the work environment. Termination examinations will be provided on termination of assignment or termination of employment for all employees who have been included in a periodic job-related medical surveillance program unless an examination has been conducted within the past 90 days. The 90-day exception does not apply in cases where the content of the periodic examination differs from the termination examination, for example, high-risk microwave or laser workers, or where a more stringent requirement exists.

Section 6. Hazard Communication (Hazardous Materials)

To the extent possible, the Employer will maintain a hazard communication program in accordance with OSHA Regulation 29, CFR 1910.1200. An inventory of hazardous chemicals will be maintained at the work site. Employees will receive training on the hazardous chemicals to which they may be exposed. Employees wishing to discern their potential exposure to hazardous chemicals, such as toxins and carcinogens, will contact their immediate supervisor or the local safety office for advice and assistance.

Section 7. Working Conditions

- a. Safety and occupational health rules and regulations in effect will be followed to ensure that employees are made aware of hazards, informed of safe and healthful work practices, and educated in the use of appropriate PPE.
- b. Where working conditions will be changed in leased/or owned space, the Union will be included in impact and implementation discussions surrounding the proposed changes/solutions.
- c. Employees will report any problems associated with Government vehicles to immediate supervisor or motor pool dispatch for further investigation. Employer will investigate and take appropriate action. An employee has the right to decline to perform assigned tasks if the employee believes a vehicle is unsafe to the extent described in 29 C.F.R. 1960.46(a).
- d. Should temperatures fall below 60 degrees Fahrenheit or exceed 88 degrees Fahrenheit in office spaces, the Employer will place employees in a suitable environment or make appropriate accommodations until acceptable temperatures can be restored.

Section 8. Safety Training

- a. To the extent possible, all required safety and health training will be accomplished.
- b. Plans shall be made for the emergency evacuation of buildings and facilities. This plan shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation. Emergency evacuation plans will be prominently displayed at all buildings.

ARTICLE 65

ENERGY CONSERVATION

The Union and the Employer agree to work with each other in support of Energy Conservation.

ARTICLE 66

VIOLENCE IN THE WORKPLACE

The Employer and the Union are strongly committed to providing a safe and healthy work environment that is free from violence; physical or verbal, or other forms of expression or behavior which could be interpreted by a reasonable person to communicate a threat to self or others.

Any team or committee established by the employer for the prevention of workplace violence or investigation or workplace violence may include a representative from the Union.

ARTICLE 67

WORKERS' COMPENSATION

a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of the Command who are injured, become ill, or die as a consequence of their employment. Such benefits are available to bargaining unit members and shall constitute the remedy for work-related injury or disease for Command employees.

b. The appropriate management organization is responsible for coordinating the FECA program and for ensuring that the employees are aware of benefits to which they are entitled. The appropriate management organization is responsible for reviewing claims for correctness prior to submitting to the U.S. Department of Labor for adjudication. In cases of dire financial need, the Commander or his representative shall contact the Office of Workers' Compensation Program to expedite the claim.

c. When there is an on-the-job injury, the injured employee shall obtain medical attention as soon as possible. The injured employee is responsible for reporting all work-related injuries to the supervisor and apprising the supervisor of the status of their medical condition. The supervisor will submit the necessary forms to the appropriate organization in a timely manner. All cases must satisfy the statutory time requirements of the FECA.

d. Compensation issues and complaints may be reported to the installation's Injury Compensation Program Administrator. The employee may request Union assistance with

compensation claims. The Union representative shall be afforded a reasonable amount of representational time to work the compensation case.

e. The Employer will inform employees annually of their rights under Workers' Compensation and the procedures to follow in the event of job-related injuries/occupational diseases.

ARTICLE 68

SPACE ALLOCATION

Section 1. Minimum Requirements

Each bargaining unit employee shall be allocated no less than 60 net square feet for normal workspace including furniture, equipment, and circulation area. Special consideration shall be given to employees requiring more space than normal.

Section 2. Relocation

Whenever the Employer proposes to relocate an organizational element or substantially reconfigure workspaces of bargaining unit employees, the Employer will ensure that the proposed layout complies with the minimum space allocations. In addition, the proposed layout will be furnished to the Union for comments and recommendations at the earliest possible date prior to implementation.

ARTICLE 69

SEXUAL HARASSMENT

The Employer's policy is to provide a work place free from sexual harassment. This policy applies to all employees. The Employer agrees to comply with 29 CFR 1604.11 governing sexual harassment.

ARTICLE 70

COMPUTER/AUTOMATED DATA PROCESSING EQUIPMENT USAGE

a. Employees will use Government computers and communication equipment only for official business. The Government retains the prerogative to monitor equipment use as needed to ensure compliance with applicable statutes and regulations.

b. Nothing in this article is intended to conflict with Article 60.

ARTICLE 71

DRESS CODE

There shall be no official dress code. However, employees will present a neat and clean appearance.

ARTICLE 72

PARKING

The reserved parking spaces shall not exceed ten percent of the number of spaces available at each building. These shall include:

1. Parking slots mandated by law (handicapped).
2. All others to include official vehicles, official visitors, management officials, carpools, and couriers.