

**Labor-Management Agreement**  
between  
**U.S. Army Program Executive Office,  
Air and Missile Defense  
Huntsville, Alabama**  
and  
**American Federation of Government Employees  
Local 1858, AFL-CIO**  
for Professional and Non-Professional Employees

PATRIOT - THAAD - JTAGS - MEADS - MMD GBE - ARROW



**Effective Date  
22 May 1998**

## Foreword



*Brigadier General Daniel L. Montgomery, PEO Air and Missile Defense, prepares to sign the PEO's first union agreement with Jim Brothers, Union President, by his side. The negotiating team members from left to right: A.Q. Oldacre, Patrick Ray, Danny Pierce, Robert Campbell, Ashley Tyson, John Cady, and Maxine Maples.*

The U.S. Army Program Executive Officer for Air and Missile Defense and the American Federation of Government employees, Local 1858, have created a partnership which could become the role model for future labor-management relations within the Department of Defense.

Using interest-based bargaining, the two sides came together to produce a new Collective Bargaining Agreement in record time — less than one year.

The success of the negotiations is attributed to the commitment of both management and union representatives to fully support and implement President Clinton's Executive Order 12871, which mandated solving labor-management issues by attacking the problem rather than raising technical defenses.

"It was amazing to see the product that teamwork produced," said Brigadier General Dan Montgomery, U.S. Army Program Executive Officer for Air and Missile Defense. "Our common goal was to develop a process to ensure our employees are treated fairly. We both affirmed that our employees are the most important asset the PEO AMD has."

A word from the negotiating team about the road ahead — True partnering does not stop with the signing of this written agreement. It is an evolving process requiring a firm commitment on the part of each and every manager, union representative, and employee to resolve employment-related decisions at the lowest level possible with a steadfast determination to treat each other with dignity, trust, and respect. Keep the spirit of partnering alive.

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Preamble -----	1
2	Recognition and Unit Designation -----	2
3	Agreement -----	3
4	Provisions of Laws and Regulations -----	5
5	Rights and Obligations -----	6
6	Consultation -----	9
7	Union Representation -----	10
8	Grievance and Arbitration Procedure (Summary Flow Chart at Page 20)-	12
9	Basic Tour of Duty and Alternative Work Schedule -----	21
10	Holidays -----	23
11	Annual Leave -----	24
12	Sick Leave -----	25
13	Leave of Absence -----	27
14	Excused Absences and Other Leave -----	28
15	Merit Promotion -----	30
16	Career Referral Program -----	31
17	Priority Placement -----	32
18	Repromotion Entitlement -----	34
19	Reassignment - Non-RIF Related -----	35
20	Details -----	36

21	Temporary Employees -----	37
22	Part-Time Employment -----	38
23	Equal Employment Opportunity -----	39
24	Sexual Harassment -----	40
25	Total Army Performance Evaluation System (TAPES) -----	41
26	Incentive Awards - Suggestion Program -----	42
27	Within Grade Increases for General Schedule Employees -----	43
28	Education and Development -----	45
29	Travel -----	47
30	Job Descriptions -----	50
31	Job Classification -----	51
32	Position Classification Standards -----	52
33	Competitive Level -----	53
34	Premium Pay for Hazardous Duty -----	54
35	Team Leaders -----	55
36	Acquisition Corps -----	56
37	Tables of Distribution and Allowances -----	57
38	Organizational Changes -----	58
39	Overstrength Positions -----	59
40	Reduction In Force and Transfer of Function -----	60
41	Competitive Area -----	61
42	Disciplinary Actions -----	62

43	Civilian Counseling Services -----	63
44	Fitness for Duty Physical Examination -----	65
45	Safety -----	66
46	Workers Compensation -----	67
47	Survivors' Benefits Orientation -----	69
48	Contracting Out -----	70
49	Consultants and Experts -----	71
50	Space Allocation -----	72
51	Environmental Conditions -----	73
52	Energy Conservation -----	74
53	Electronic Integrated Facility Security System -----	75
54	Reserved Parking Spaces -----	76
55	Political Activity -----	77
56	Payroll Allotment for Withholding Union Dues -----	78
57	Use of Official Facilities -----	81
58	Delivery of AFGE Information -----	82
59	AFGE Bulletin Boards -----	83
60	Discrepancies in Pay -----	84
61	Distribution of Reports and Orientation of New Employees -----	85

## ARTICLE 1

### PREAMBLE

**Section 1. Parties to the Agreement.** Pursuant to the policy set forth in Federal Service Labor-Management Relations Statute and Presidential Executive Order 12871, and subject to all applicable statutes and regulations issued by the Office of Personnel Management and the Department of the Army, this agreement, together with any and all subsequent agreements and/or amendments, constitute a total Agreement and is entered into by and between the U.S. Army Program Executive Office, Air and Missile Defense (PEO, AMD) and the American Federation of Government Employees (AFGE) Local 1858. The PEO, AMD will hereinafter be referred to as the Employer and AFGE Local 1858 will hereinafter be referred to as the Union. The employees in the described unit will be hereinafter referred to as Employees.

**Section 2. Considerations.** In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

a. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Federal Service Labor-Management Relations Statute, to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment, provide means for amicable discussion and adjustment of matters of interest to the Union and the Employer.

b. The Employer and the Union jointly recognize, in the interest of national security, the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Employer's mission. To this extent, the Employer and the Union agree that accomplishment of this mission will be a major consideration in all agreements developed by the Employer and the Union in their day-to-day association. 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.

**Section 3. Requirements.** Effective labor-management relations in the public service require a clear statement of the respective rights and obligations of the Union and the Employer. Therefore, the Union and the Employer agree as follows:

## ARTICLE 2

### RECOGNITION AND UNIT DESIGNATION

**Section 1. Exclusive Representation.** The employer recognizes the Union as the exclusive bargaining representative of employees located in the Huntsville, Alabama area in the unit defined below per Federal Labor Relations Authority Certification of Representative, Case No. AT-RO-40102, 13 February 1995.

**Section 2. Unit Description:**

**INCLUDED:** All professional and nonprofessional General Schedule employees of the PEO, AMD who are located in the Huntsville, Alabama area:

**EXCLUDED:** All student aides, summer hires, consultants, cooperative education students, employees on appointments of 90 days or less, employees in the Civilian Intelligence Personnel Management System (CIPMS), supervisors, management officials, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

**ARTICLE 3**  
**AGREEMENT**

**Section 1. Parties to the Agreement.**

a. This Agreement will be executed upon dated signature of:

- (1) The President, AFGE, Local 1858,
- (2) The Program Executive Officer, Air and Missile Defense.

b. The final agreement will be binding after approval of the Department of Defense Field Advisory Services as provided by the Federal Service Labor-Management Relations Statute.

**Section 2. Duration, Extension, Renegotiation, and Termination.**

a. This Agreement shall remain in force for 2 years from the date of approval by the appropriate official in the Department of Defense and from year to year thereafter unless either party shall notify the other party, in writing, no more than 90 calendar days nor less than 60 calendar days prior to the expiration date, or to any subsequent anniversary date of either party's desire to terminate or renegotiate this Agreement. If, based on above written request to renegotiate, a new or revised agreement has not been negotiated and approved by the expiration date of the Agreement, then this Agreement will be extended until the new or revised agreement is approved. However, should this Agreement be extended beyond 2 years from its effective date, the parties agree that all provisions herein which conflict with Department of the Army, Department of Defense (DOD), and other Federal law or any Government-wide rules or regulations will be overridden by the new policies and regulations, and will be applicable to all bargaining unit members.

b. It is understood that this Agreement shall terminate at any time it is determined, in accordance with the Federal Service Labor-Management Relations Statute, that the Union is no longer entitled to exclusive recognition. Termination of this Agreement will not, in and of itself, terminate the recognition granted the Union under Article 2.

**Section 3. Amendment to Agreement.** Any amendment to the Agreement shall be as follows:

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 not to agree 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 no later than the 45th day from the date of agreement to renegotiate.

**Section 4. Management and Organizational Titles.** Articles in this agreement may contain certain titles of management and organizational entities such as “supervisors”, “the Chief, Civilian Personnel Advisory Center”, “the Chief of the Primary Organizational Element”, etc. Use of such titles is only intended to identify individuals or organizations normally having responsibility for accomplishment of certain work. The Union agrees that, where such titles are used in this Agreement, it only establishes an obligation that the Employer will insure accomplishment of the required tasks and is not intended or meant to conflict with or violate the Employer’s rights to assign work under Section 7106 of the Federal Service Labor-Management Relations Statute.

**Section 5. Distribution** Fifty copies of this agreement and all amendments shall be provided by the Employer to the Union. It is further agreed that copies will be posted on official bulletin boards and provided to each employee and supervisor by the Employer.

## **ARTICLE 4**

### **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 and existing regulations 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 5

### RIGHTS AND OBLIGATIONS

#### **Section 1. Mutual Rights and Obligations of the Employer and the Union.**

a. The Employer and the Union mutually agree that this collective bargaining agreement reflects the agreement of the parties regarding conditions of employment affecting employees of the bargaining unit. 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 required by the Federal Service Labor-Management Relations Statute.

b. In the administration of all matters covered by this Agreement the Employer and the Union are governed by existing or future laws and applicable regulations.

c. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all employees in the bargaining unit.

**Section 2. National Security.** The Employer and Union jointly recognize in the interest of national security the requirement for orderly, economical, and efficient accomplishment of the Employer's missions. To this extent, the Employer and the Union agree that accomplishment of these missions will be a major consideration in all consultations and 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.

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 a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

(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 deductions and/or cash.

d. The employee maintains the right to consult with stewards, Union officials and Union representatives on questions concerning personnel policy, regulations, and other matters pertaining to his employment using a reasonable amount of official time. The employee maintains the right to have a Union representative present during formal discussions with his/her 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 site which is acceptable to all of the 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, unless precluded by mission requirements, 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 and such delay may extend the time for processing the grievance in accordance with Article 8 of this agreement.

h. The Employer shall annually inform all members of the bargaining unit of their rights, as set forth in paragraphs d. and f. 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 Drives, Blood Drives, or other approved solicitations which have been announced in generally published directives. Contributions from employees in the bargaining unit and participation by employees in the bargaining unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the bargaining unit for nonparticipation 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 and support the approved drives.

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

**Section 4. Employer Rights and Obligations.** The Employer retains all of the management rights prescribed in 5 USC 7106(a), Federal Service Labor-Management Relations Statute. The Employer agrees to comply with provisions of this Agreement which have been appropriately negotiated under 5 USC 7106(b). 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.** AFGE Local 1858 retains all Union rights provided by 5 USC, Chapter 71, Federal Service Labor-Management Relations Statute. Nothing in this Agreement shall be interpreted to affect the authority of any Union representative to exercise such rights.

## ARTICLE 6

### CONSULTATION

**Section 1. Definition.** Consultation as used in this Agreement shall be defined as face-to-face meeting between the Program Executive Officer or his designee and the Union President or his designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation. Nothing in this Article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters.

**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, reduction in force, methods of adjusting grievances, and employee services.

**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 required 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 at the earliest possible date when requested by the Union.

## ARTICLE 7

### 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 be hereinafter referred to as Union officials.

b. The Union shall furnish to the Employer a list of names of all elected officials, Vice Presidents, Assistant Vice Presidents, and Stewards within 20 working days after the effective date of this agreement. Changes to the list must be furnished within 10 working days after any new or changed personnel assignments. Vice Presidents, Assistant Vice Presidents, and Stewards on the list must be members of the bargaining unit. The list will identify the specific organizational element or physical area that each Steward is assigned or elected to represent. The Union agrees not to appoint an excessive number of Stewards in any organizational element.

c. If a Union 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, supervisors 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 in 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 so long as such performance does not exceed the boundaries of "robust debate."

c. The Union agrees that its Officers and Stewards will not use official duty time to conduct internal affairs of the Union.

### **Section 3. Representational Duties.**

a. Union officials, when members of the bargaining unit, will be allowed a reasonable amount of official time for fulfillment of the Union's obligations under this agreement. Should a supervisor feel that his/her employee is using too much official time and that this is interfering with his/her 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 resolution. Official time utilized by Union officials will be for the purpose of, but not limited to:

- (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 presenting grievances to the Employer.
- (4) Assisting an employee in preparing data for a grievance.

b. The Union agrees to conduct representation duties with dispatch during working hours and to guard against use of Union positions for unwarranted absences from assigned work areas. Performance of representation duties will be avoided during priority workload periods.

c. Representatives of the Union who are not employees of the bargaining unit may, by prior arrangement between the President of the Union and the Employer, meet with management officials on Union-Employer matters when the requirement arises.

d. Each Steward's activities normally will be within his/her assigned work area or activity. If it becomes necessary for a Steward to leave his/her work area to transact his/her representational functions, he/she shall first obtain permission from his/her supervisor. Upon entering a work area other than his/her own, the Steward will first advise the appropriate supervisor of his/her presence and the name of the employee to be contacted. The supervisor involved will grant permission unless compelling work commitments dictate otherwise. If permission is denied, the supervisor will inform the Steward of the reason for the denial and when he/she can reasonably expect to see the employee. The Steward will notify his/her supervisor upon his/her return to his/her work assignment. Union representatives shall guard against the use of excessive time in handling these responsibilities.

e. The Union recognizes that accurate daily records will be maintained by the supervisors of Union elected officers and appointed representatives and/or stewards, accounting for the total time spent on appropriate labor-management business.

## ARTICLE 8

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. General.

a. The purpose of this Article is to provide for a mutually satisfactory method applicable only to the bargaining unit for resolving grievances covered in Section 2 below. This is the exclusive procedure available to the Employer and the Union and the 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. A flowchart of the employee administrative grievance process is provided at the end of this article.

b. Nothing in this Article is intended to deny any employee or group of employees in the bargaining unit the right to present grievances covered in Section 2 below to the appropriate level of management and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present. Upon request, the Union will be provided a copy of the written proceedings, if any.

c. An employee or group of employees filing a grievance under the provisions of this Article is assured of freedom from restraints, interference, coercion, discrimination, or reprisal.

d. An employee or group of employees filing a grievance under this procedure is entitled to be represented by a Union official. However, the employee or group of employees may elect to represent himself/herself as long the provisions of Section 1.b. above are complied with. Employees may not select an individual, to include an attorney, to represent him/her under the grievance process unless designated in writing by the Union.

e. This Article is designed to provide an ethical, orderly, and suitable means for resolving Employer/Employee and Union grievances. Accordingly, the Union agrees that, when representing members of the bargaining unit, it will not take any action on the grievance before the Employer has been given an opportunity to resolve the problem in a timely manner.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, one employee's grievance shall be selected by the Union for processing and that all decisions for that one grievance will be binding on the other grievants. When this procedure is utilized, the Union will provide the Employer in writing the names of all grievants involved.

g. If an employee who has filed an individual grievance resigns or dies before a decision is reached on the grievance being processed, action may be stopped by the Union and all parties will be notified. A copy of this notification shall be made a part of the case record.

h. Bargaining unit members who are grievants, if in a duty status, will be allowed a reasonable amount of official duty time during their regular work hours for participation in the procedures of this Article. Witnesses, when called to participate during the grievance presentation, will be granted official duty time based on the same provision as the grievant. The employee will be allowed reasonable use of government office equipment and office supplies in the preparation of his/her grievance.

i. If the Employer and the grievant/Union mutually agree, an extension of time limits will be allowed. If the Employer does not adhere to the time limits specified in this Article, for causes unrelated to the grievant's/Union's action or inaction, the grievant may escalate the timeliness issue to the next step deciding official of the grievance procedure. The grievant/Union must submit the timeliness issue to the next step deciding official along with a written statement explaining management's failure to comply with time limits, to include the identity of the management official involved. Disagreements that cannot be resolved by the parties as to whether or not the Employer's time limitations have been met or exceeded may be referred to arbitration in accordance with Section 5 of this Article.

## **Section 2. Coverage.**

a. The procedures set forth in this Article cover grievances over the interpretation, application, and/or violation of this Agreement; disciplinary and adverse actions; and the interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including the Office of Personnel Management which concern conditions of employment, as may be appropriate under applicable law. However, the procedures set forth in this Article do not cover those matters expressly excluded by law and regulations and this agreement.

b. Employees may file grievances concerning disciplinary actions (written reprimands or suspensions of 14 days or less), adverse actions and notice of decision concerning management directed reassignment, beginning with the third step of this grievance procedure. Grievances concerning these matters must be filed within 15 work days after receipt of the decision letter related thereto, or within 15 work days after the effective date of the action, whichever is later.

c. Unless excluded from coverage of this Article, employees, at their discretion, may file grievances related to adverse actions either under this negotiated grievance procedure or may appeal them under appropriate appellate procedures, but not both. An employee shall be determined to have exercised the option of filing under this grievance procedure or appealing the matter at such time as he/she files a timely grievance in writing at the third step of this procedure, or at such time as he/she files a formal complaint under the Equal Opportunity Administrative Procedure or a timely notice of appeal under appropriate appellate procedures, whichever occurs first.

d. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration may be referred to an

arbitrator in accordance with Section 5 of this Article. If such a question arises, the grievance proceedings will be halted without prejudice to either party until a decision is received by the parties from the arbitrator, or if appealed, until final decision by appropriate authority.

**Section 3. Employee Grievance Procedure.**

**a. First Step:**

(1) The employee and/or his/her Union representative will advise the immediate supervisor (in the event that the grievance involves the immediate supervisor, the first contact may be with the next level supervisor) within 15 workdays after the act, or knowledge of the act, or specific incident giving rise to the grievance that he/she is instituting the negotiated grievance procedure. The supervisor will acknowledge the request and set a time and date for the meeting. At the meeting, the employee and his/her Union representative, if any, must present (may be orally) the nature of the problem for resolution and the personal relief sought. Grievances resulting from continuing conditions may be presented at any time. Failure to adhere to the time limit shall result in denial of the grievance if the aggrieved party causes the delay.

(2) If there is no question as to grievability or timeliness and the matter is within the scope of the supervisor's authority, an effort will be made to work out a mutually satisfactory adjustment. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the issues involved prior to referral to Step 2.

(3) The First Step supervisor will render a brief written decision to the grievant and his Union representative, if any, within 5 workdays after conclusion of the First Step discussion.

(4) If the employee is dissatisfied with the decision of the First Step supervisor, he/she will, within 5 workdays after the decision, provide a written notice to the First Step supervisor to advise of his/her desire to pursue the grievance further. The written notice will be in the following format:

SECOND STEP GRIEVANCE NOTICE

Employee's Name \_\_\_\_\_ Series and Grade \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_ Organization \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

First Step Deciding Official \_\_\_\_\_

Name of Representative (if any) and Telephone No. \_\_\_\_\_

Nature of grievance, including Article(s) of the negotiated Agreement, policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraphs, etc.), and explanation specifying how, when and to the extent the negotiated Agreement, policies, or regulation(s) were violated, and the personal relief sought.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

**b. Second Step:**

(1) Upon receipt of written notice, the Employer will make arrangements for a discussion of the matter between the employee, his Union representative, if any, and the Second Step deciding official who will be the Chief of the Primary Organizational Element (POE) immediately below the Program Executive Officer having authority to resolve the grievance identified in the Second Step Grievance Notice. The responsibility of the Second Step deciding official (Chief of the POE) may be delegated to the Chief of a next lower level organization only in emergencies or by agreement of the parties, or when functional responsibilities have been specifically designated to a position by the Program Executive Officer. The grievant and Union representative, if any, shall be consulted on their availability for the Second Step meeting before scheduling. The employee and Union representative, if any, will be provided written notice of when and where the meeting will be held. The Employer will forward a copy of the meeting notice to the Union President. This meeting will be held within 10 workdays after the date of receipt by the supervisor of the Second Step Grievance Notice.

(2) The meeting will include, as a minimum, the Second Step deciding official, the Union representative, if any, and the grievant. 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, etc.). Management and Union representatives will be permitted to question the grievant and any other attendees concerned with the case. The Second Step deciding official will provide a person from within his/her workforce to take notes and come as close as possible (within his/her capabilities) to recording verbatim testimony of witnesses during examination. A copy of the notes from the Second Step meeting shall be provided to the Union at the time the Second Step decision is rendered. If the grievance is pursued to the Third Step, the notes shall be included as part of the package submitted to the Program Executive Officer. The Second Step deciding official shall render a written decision, to include documentation and the basis for the decision within 10 workdays after the Second Step meeting. The Chief of the POE will concur (in writing) in decisions rendered by the Chief of the next lower level organization. In the event that the Second Step decision is not acceptable to the grievant, the employee may submit the grievance in writing to the Program Executive Officer. The written grievance shall be submitted within 10 workdays after receipt of a decision from the Second Step deciding official.

**c. Third Step:**

(1) The written grievance will be addressed through supervisory channels to the Program Executive Officer, ATTN: Civilian Personnel Office (AMSAM-PT-CP-CSC). A copy of the grievance, as filed with the Program Executive Officer, must be furnished at the same time to the Second Step deciding official and to the President, AFGE, Local 1858. The grievance package will contain the following information:

(a) Employee's name and organization and the name of the Union representative (if any).

(b) Specific nature of grievance including Article(s) of the negotiated agreement, policies, and the regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraph, etc.).

(c) An explanation specifying how, when, and to what extent the negotiated agreement, policies, or regulations were violated.

(d) Personal relief sought.

(e) Statement that attempt has been made to resolve the grievance in accordance with Steps One and Two.

(f) A copy of the Second Step Grievance Notice and the written decision from the Second Step.

(g) Employee position paper (if desired).

(2) After submission of the written grievance at the third step, the Union may present a one page position paper to the Third Step Deciding Official, the Program Executive Officer. If desired, the Union President, or Assistant President, or the Chief of Labor Relations will be allowed 15 minutes to orally brief the position paper to the Third Step Deciding Official. The Union must initiate arrangements for the briefing within 10 workdays after submission of the written grievance at the third step. The grievant, other Union representatives, and other management officials will be excluded from this briefing. Any exceptions to this attendance will require the concurrence of both parties.

(3) The Program Executive Officer will grant or deny the grievance. A copy of the decision will be furnished to the grievant/Union within 20 workdays after completion of c.(2) above. Any position papers presented at the third step shall be included in the Third Step decision package when returned to the grievant and the Union President. The responsibility of the Third Step Deciding Official (PEO) may be delegated only in emergencies or by agreement of the parties.

(4) If the decision of the Program Executive Officer is not acceptable, the Union may refer the grievance to arbitration in accordance with this Agreement within 20 workdays following the employee's official receipt of the Third Step decision.

**Section 4. Union-Employer Grievance Procedure.** Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner: The complaining party will notify the other party of the grievance in writing within 15 workdays after the act or specific incident giving rise to the grievance. Within 10 workdays of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the

grievance, that party will so advise the other party in writing within 10 workdays after the most recent discussion. Within 20 workdays of this advice, the complaining party may request arbitration in accordance with Section 5 of this Article.

**Section 5. Arbitration.**

a. This procedure provides for the arbitration of grievability questions and unresolved grievances which have been processed under the negotiated grievance procedure of this Article. Arbitration may be invoked by the Employer and/or 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 Program Executive Officer or the President, Local 1858, AFGE, as appropriate;

(2) Specify the issue, reasons for the request, and the Article or Articles including specific paragraphs in this Agreement which are at issue;

(3) Specify the personal relief sought (except for Section 4 above type grievances);

(4) Transmit copies of all previous correspondence between the parties concerning the case; and

(5) Be submitted within 20 workdays following official receipt by the employee of the Employer's decision issued in accordance with Section 3 of this Article; or in accordance with Section 4 of this Article; or receipt of notice rejecting an issue for grievance or arbitration by either party in accordance with Section 2(d) of this Article.

c. After 15 workdays and no later than 20 workdays from the date of receipt of the written arbitration request, the party requesting arbitration may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The party requesting arbitration shall schedule a meeting within 10 workdays after receipt of this list to select an arbitrator. If the parties cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

d. The arbitration hearing shall be held during regular hours of duty Monday through Friday. In accordance with applicable regulations, the aggrieved employee, his representative, and necessary employee witnesses shall be in a pay status, if otherwise in a duty status, without charge to annual leave while participating in the arbitration hearing during regular hours of work.

e. In cases of arbitration over questions of arbitrability or grievability the party losing the case will pay the fee and expenses of the arbitrator. The arbitrator will be required to designate which party was the loser in the award or decision. In cases other than those solely involving

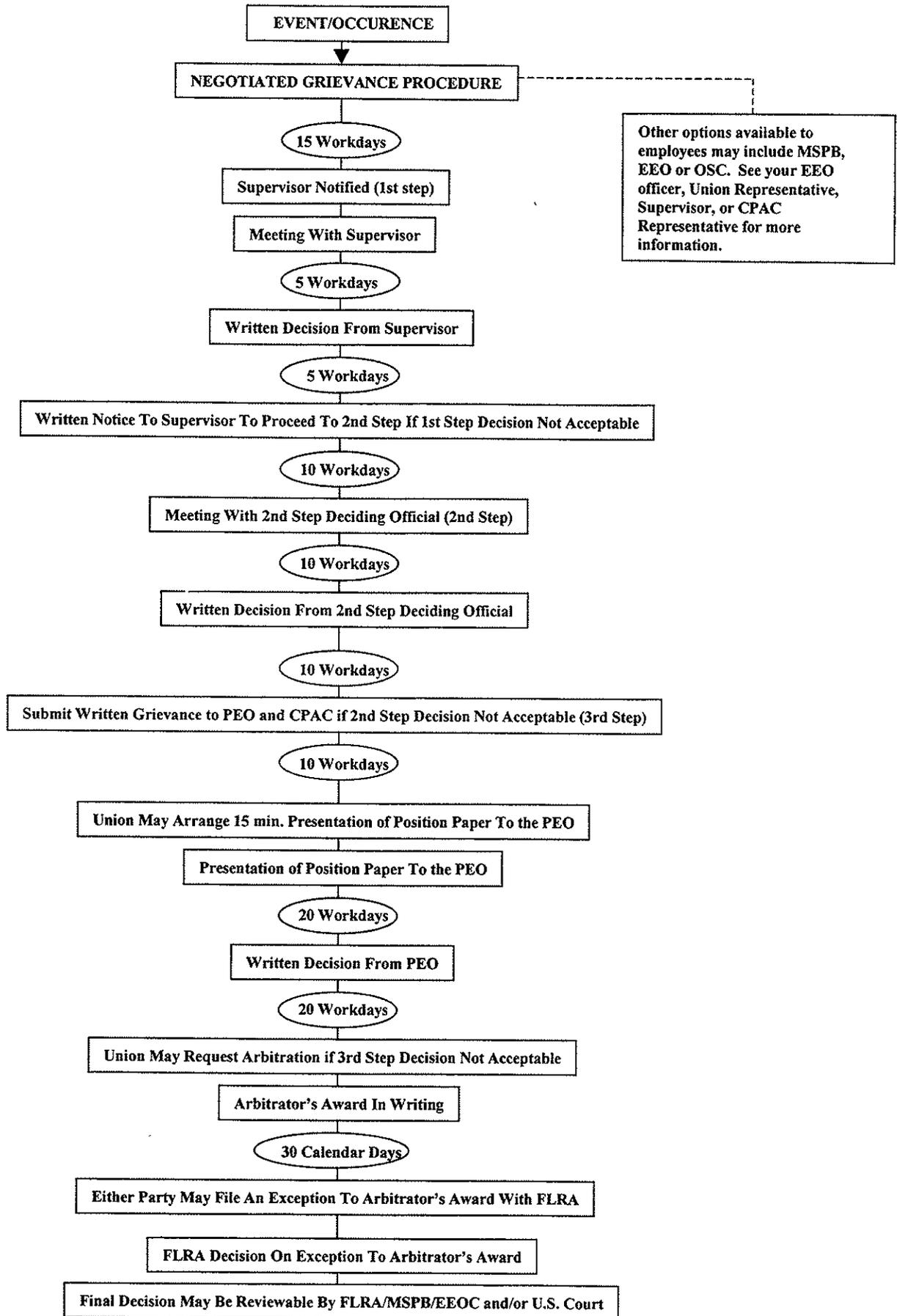
questions of grievability or arbitrability, the Employer and the Union will share equally in the fee and expense of the arbitrator. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. Cost of witnesses will be borne by the party requesting appearance of said witness. Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made, and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. Should the other party solicit and/or obtain a copy of the transcript through any means, they must pay one-half of the total initial cost of having the transcript made to the party originally requiring the transcript. Other costs shall be shared as mutually agreed to by the Employer and the Union.

f. The arbitrator shall be requested by the parties to render his/her decision as quickly as possible. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend, or modify this Agreement. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union. The arbitrator will mail the decision by certified mail and reflect in the decision that the "decision date" is the date of latest receipt by the parties.

✓ g. It is understood that either the Employer or the Union may, within 30 calendar days from the date of the arbitrator's award, file an exception to the award with the Federal Labor Relations Authority under applicable regulations. In the event an exception to the arbitrator's award is filed by the Union or the Employer to the FLRA, then the award shall be stayed pending the Authority's final determination.

h. Public news releases concerning any information involved in any arbitration case will not be made by either party until the case is finally adjudicated.

# GRIEVANCE PROCESS



*This chart is a general guide and does not precisely cover all situations and processes*

**ARTICLE 9**

**BASIC TOUR OF DUTY  
AND ALTERNATIVE WORK SCHEDULE**

**Section 1. Basic Tour of Duty.** The normal basic tour of duty will consist of five consecutive eight-hour days, Monday through Friday. Hours of work are 0800 to 1630, less 30 minutes for lunch each day.

**Section 2. Alternative Work Schedule.**

a. Participation in an Alternative Work Schedule (AWS) system will be permitted for bargaining unit employees of PEO, AMD. AWS policy is not applicable to part-time employees.

b. The AWS system includes an 8-hour-day/40-hour-week and a 5-4/9 compressed work schedule (CWS), both with flexitour of 0700-0830. Employees choosing AWS will select a starting time at 15 minute intervals between 0700 and 0830. Employees must maintain each schedule for at least six pay periods.

**FLEXITOUR**

0700-0830

1530-1700

FLEX HOURS	CORE HOURS (Includes 30 minute lunch period)	FLEX HOURS
---------------	---	---------------

**COMPRESSED WORK SCHEDULE (CWS)**

0700-0830

1630-1800

FLEX HOURS	CORE HOURS (Includes 30 minute lunch period)	FLEX HOURS
---------------	---	---------------

c. Any employee who is now included in the 8-hour-day/40-hour-week schedule with flexitour between 0630 and 0900 will be allowed to continue to come to work at their presently scheduled time under a grandfather clause. This applies only to current employees who remain on the 8-hour-day/40-hour-week schedule. However, once an employee changes start time or changes to the compressed work schedule, the grandfather clause no longer applies.

d. The CWS , a 5-4/9 schedule, will consist of 8 workdays of 9 hours per day and 1 workday of 8 hours within the biweekly pay period for full-time employees. Employees on CWS will have one day off during each biweekly pay period. Employer, with input from employee as to their preferred off-day, will be responsible for determining each employees off-day and their short day which will be set by mutual agreement. Equal access to the more desirable days off shall be afforded employees in the event their scheduling cannot be accommodated due to workload or mission requirements. Employees who do not select to work the CWS will remain on an 8-hour-day schedule.

e. In a pay period with a holiday(s), the holiday is counted wherever it falls on an employee's schedule, as either a 9-hour -day or an 8-hour-day. When a holiday falls on a scheduled CWS day off and the day off is Monday through Thursday, the employee will take his/her day off on the day following the holiday. When a holiday falls on a scheduled day off and the day off is Friday, the employee will take the day off on the Thursday before the holiday.

f. Employees have the right to participate in AWS; however, it is recognized that situations may arise which will preclude their participation. In these circumstances the employee shall be informed in writing (as far in advance as practicable), with a copy provided to the Union, of the reasons for denial of participation in AWS and the estimated period the denial is to be effective. Employees shall be permitted to return to AWS as soon as practicable after the reasons for denying the employee's participation have been removed.

g. Employees may change their work schedule at any time after six pay periods. 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. Special consideration will be given for temporary/emergency changes for valid reasons, but requests should be made as far in advance as possible.

h. Training, TDY, or special assignments will be worked on the schedule of the host activity or hours predetermined by the employee and supervisor. The waiting period does not apply when returning to regular duty.

i. Time and attendance for all PEO, AMD personnel will be maintained on the Automated Time, Attendance and Production System or its successor(s).

## ARTICLE 10

### HOLIDAYS

**Section 1. Entitlement.** Employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all Federal holidays prescribed by law. Holidays designated by Executive Order shall be observed as regular holidays.

**Section 2. Work.** Holidays shall be observed as non-work days and work will not be required by the Employer on such days except in accordance with applicable laws and regulations.

**Section 3. Pay.** Employees entitled to holiday pay, as defined in existing DA regulations, shall receive pay at their regular hourly rate plus an appropriate shift differential on all days defined as holidays on which they are not required to work. Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day. Employees working on a holiday within their basic workweek shall receive the same pay as they would normally receive on a regular work day, plus the day's pay they are normally entitled to for a holiday, plus the applicable shift differential.

## ARTICLE 11

### ANNUAL LEAVE

**Section 1. General.** Employees shall earn annual leave in accordance with applicable laws and regulations. Employees shall be granted approved annual leave, subject to workload requirements. When employees can be spared from their duties, annual leave will be granted freely for personal purposes.

**Section 2. Granting of Annual Leave.** To the extent permitted by workload requirements, the Employer agrees to allow each employee to plan an extended period of leave for annual vacation purposes to assist in maintaining maximum efficiency and productivity of each employee. When employees' preferences conflict, the supervisor will give consideration to such matters as workload requirements; personal circumstances; previous leave schedules; and the length of creditable Federal Service, as indicated in Item 31, SF 50, when approving vacation leave plans for employees of the bargaining unit. The supervisor will approve a change in plans provided another employee's choice is not disturbed, and the employee can be spared from duty. When the Employer finds it necessary to cancel previously approved leave and/or deny the specific period requested by the employee, the reasons for such action will be fully explained to the affected employee. However, annual leave will not normally be denied if such denial will result in earned leave being forfeited because of the maximum limitation on leave which may be carried forward to the succeeding leave year.

**Section 3. Religious Holiday.** Any employee applying for leave to observe a religious holiday associated with the religious faith of the employee will be granted such leave, if the work situation permits.

**Section 4. Records.** Annual leave records will be kept pursuant to provisions of AR 37-105.

## ARTICLE 12

### SICK LEAVE

**Section 1. General.** The Employer and the Union recognize the value of sick leave and the responsibility of each employee to conserve sick leave to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation for duty. Each party agrees to emphasize the need and value for the employee to conserve sick leave and to use it only in the event of actual incapacitation for duty or as otherwise provided in this Article.

**Section 2. Earning Sick Leave.** Employees shall earn sick leave in accordance with applicable statutes and regulations.

**Section 3. Granting Sick Leave.** Sick leave shall be granted to employees when they are incapacitated for the performance of their duties; when, under certain circumstances as set forth in applicable regulations, they have been involved with a contagious disease; or when required for medical, dental or optical examination or treatment when requested prior to the beginning of the absence. Notice of illness or disability shall be given by the employees to their cognizant supervisor as soon as possible and normally not later than two hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the two-hour limit, the employees will report their absence as soon as possible.

**Section 4. Doctor's Certificate.** Employee shall not be required to furnish a doctor's certificate to substantiate a request for sick leave for three work days or less. However, in cases of suspected abuse of sick leave and after the employee has been properly counseled, the employee's supervisor may issue the employee a written notice that he/she must furnish a medical certificate to support any period of sick leave. The notice will include the factual reasons therefor. It is agreed that all such cases requiring the doctor's certificate for each absence shall be reviewed by the immediate supervisor for the purpose of determining when such requirement can be eliminated. Such review shall take place at the end of six months from the date of issue of the written notice requiring a doctor's certificate and shall be removed from the employee's record if the situation has been corrected for a continuous period of six months. Certificates must be submitted to the employee's supervisor within seven calendar days after return to duty. Periods of absence on sick leave in excess of three consecutive workdays ordinarily must be supported by a medical certificate to be filed within seven calendar days after return to duty. In lieu of a medical certificate, the employee's personal certificate may be accepted. This certification will be accomplished by the employee completing a Standard Form (SF) 71, Application for Leave. In those instances where a supervisor suspects abuse of sick leave, the supervisor may require of the employee, in addition to the personal certification, a written explanation of the absence.

**Section 5. Release from Duty.** Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from

duty. Subsequent days of absence shall be subject to the provisions of other applicable sections of this Article and pertinent regulations.

**Section 6. Advanced Sick Leave.** A maximum of 240 hours of unearned sick leave shall be advanced to employees, upon their request, in cases of serious illness or disability in accordance with applicable statutes and regulations.

**Section 7. Records.** Sick leave records will be kept pursuant to AR 37-105.

## ARTICLE 13

### LEAVE OF ABSENCE

**Section 1. General.** Employees shall be granted leave of absence without pay in accordance with applicable laws and regulations.

**Section 2. Union Officials.**

a. The Union may designate employee members of the activity as representatives elected or appointed to a Union office or as delegates to any Union activity necessitating leave of absence. Upon written notification to the Employer by the Union, such employees may be granted annual leave or leave without pay to the maximum extent permitted by applicable laws and regulations.

b. An employee who is an official of the Union will be excused without being charged leave to attend training sessions, provided such training is of mutual concern to the Employer and to the employee in his/her capacity as a Union official. Also, the DOD interest will be served by the employee's attendance at the training sessions. The Union shall request such excused absence in writing from the Employer at least 10 workdays in advance with Management response at least 3 workdays in advance of training. Such administrative excusal should cover only those portions of the training that meet the foregoing, and it normally will not exceed 40 hours for any individual within a calendar year.

**Section 3. Return to Duty.** Employer recognizes the obligation to provide employment within the grade the employee last held prior to start of leave and in the current pay status of such grade at the time the employee returns to work. Obligation also extends to provide employment to any grade to which the employee may be changed as a result of reduction in force action or reclassification of the position while in leave without pay status.

**Section 4. Reduction in Force.** Employer also recognizes the reduction in force placement and retreat rights of an employee on leave without pay in situations where the employee's status has been affected by reduction in force during his period of absence.

**Section 5. Entitlements.** Employees on approved leave of absence shall accrue all rights and privileges in respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefit Program to which they are entitled.

## ARTICLE 14

### EXCUSED ABSENCES AND OTHER LEAVE

#### **Section 1. Excused Absence for Climatic or Disaster Conditions.**

a. When excused absence is authorized because of extreme weather conditions, breakdown of equipment, fire, floods, or other natural phenomena, all eligible employees who report or are scheduled to report for work and whose services are not specifically required shall be excused as authorized by regulation.

b. The Employer and the Union agree that the following shall apply:

(1) Employees who are on prior approved annual or sick leave will be excused without charge to leave if the Employer closes all or part of the Activity affecting the employee PRIOR to the start of the workday.

(2) Employees who, after having been on duty during the first part of the day, absent themselves on either approved annual or sick leave before notice of early dismissal decision is received, will be charged leave for the balance of the day.

(3) Employees who apply for annual or sick leave after the issuing of an early dismissal decision will be charged leave for that portion of leave in multiples of 1 hour that exceeds the administrative dismissal period.

c. Controversial cases involving excused absence will be referred to the Civilian Personnel Officer for settlement.

**Section 2. Military Leave.** Military leave for training purposes is accrued at a maximum of 15 calendar days during each fiscal year regardless of the number of training periods in the year, and whether taken intermittently, a day at a time, or all at one time. Such grant of military leave will be in accordance with appropriate Civilian Personnel Regulations.

#### **Section 3. Voting and Registration Leave.**

a. The Employer agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to insure them an opportunity to vote on an election day in accordance with the Department of the Army and Office of Personnel Management regulations. The Employer and the Union agree that, as a general rule, where the polls are not open for a national, state, local election or referendums at least 3 hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused absence which will permit them to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

b. In the event of exceptional circumstances where the general rule as described in Section 3a above does not allow an employee sufficient time to vote, such employee may be excused for such additional time as may be needed to enable him/her to vote, depending upon the particular circumstances involved in his/her particular case, but such time shall not exceed a full day.

c. Should an employee's voting place be located beyond a 40-mile radius and when absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-work days, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his/her ballot. The Employer agrees to observe a liberal policy in granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of 1 day shall be charged to annual leave; if annual leave is exhausted, then to leave without pay.

d. The Employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, such employees may be granted time off to register on substantially the same basis as for voting, except that no such time off shall be granted if the employee can register on a non-work day and the place of registration is within a reasonable 1-day, round trip travel distance of the employee's place of residence.

**Section 4. Professional Conferences.** Professional employees may be excused to attend conferences and conventions and participate in meetings of recognized professional associations in order to maintain and further their professional competency without loss of pay or charge to leave whenever it is determined that such attendance may be authorized as a temporary duty assignment subject to the availability of funds and to the extent permitted by the work situation and the effective performance of assigned duties of employees concerned and also may be extended to employees who otherwise attend at no expense to the Government (because of the fact that no travel is involved or sufficient funds are not available). This provision is not to be interpreted as authorizing reimbursement of registration fees and other expenses of attendance at conferences and conventions. Affirmative determinations should be reserved to those situations where the employee is designated as an official representative, or where a direct relationship between items on the agenda and the employee's official duty assignments make it necessary or desirable that he/she attend.

## ARTICLE 15

### MERIT PROMOTION

#### **Section 1. Promotion Procedures.**

The Employer and the Union agree that merit promotion announcements covering positions of bargaining unit employees will be open and electronically advertised for not less than 7 workdays and will be administered in accordance with applicable laws, rules, regulations and policies. Employees, or their representative, desiring to review laws, rules, regulations and policies concerning merit promotion procedures may contact the Employer's Administrative Office or Civilian Personnel Advisory Center (CPAC) for guidance on how to obtain information on such procedures.

#### **Section 2. Non-Competitive Promotions.**

The Employer and the Union also agree that a promotion resulting from the addition of duties and responsibilities may be made non-competitively for positions of bargaining unit employees when all the following conditions have been met:

- a. There are no other employees at the same series/grade in the unit supervised by the selecting official who are performing duties substantially the same as those performed by the employee before the addition of the new duties and responsibilities.
- b. The employee continues to perform the same basic functions as those in the former position and the duties of the former position are in the new position.
- c. The addition of the duties and responsibilities does not adversely affect another employee's position, such as job abolishment or reduction in known promotion potential.
- d. The employee meets all eligibility and qualification requirements for the position.

## ARTICLE 16

### CAREER REFERRAL PROGRAM

**Section 1. General.** The employee is not required by law or regulation to participate in the Career Referral Program operated by the Department of the Army. The program is voluntary. However, nonparticipation in the career referral process by an employee can result in failure to be considered for competitive advancement in positions covered by career program procedures.

**Section 2. Voluntary Participation by Employees.** The Employer shall make available information and forms to any employee of the bargaining unit necessary for the employee to apply voluntarily for consideration for laterals and promotions to positions in other Commands outside of the bargaining units serviced by Redstone Arsenal Civilian Personnel Advisory Center (CPAC).

**Section 3. Exceptions.** This Article is not intended to interfere in any way with the established Priority Placement Program for adversely affected employees within the Department of Defense, or voluntary applications from eligible Army employees outside of the bargaining unit.

## ARTICLE 17

### 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 for candidates entitled to priority consideration is generally as indicated below:

- a. Employees under notice of reduction in force.
- 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 (DOD) 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 which requires consultation with the Union prior to implementation.

## ARTICLE 18

### REPROMOTION ENTITLEMENT

#### Section 1. General.

a. Any bargaining unit employee who has been downgraded within DOD without cause and not at the employee's request shall be provided priority consideration for repromotion to the highest grade for which entitled or to any intervening grade within DOD activities serviced by the Redstone Arsenal Civilian Personnel Advisory Center (CPAC).

b. Promotion to any intervening grade lower than the highest grade to which entitled shall not deny such employee the right to still be repromoted to the highest grade from which downgraded without cause and not at the employee's request.

#### Section 2. Consideration.

a. For the purpose of this article, "priority consideration" means that when an employee(s) entitled to repromotion is referred as being minimally qualified under the Handbook X-118 for the series and grade, the Employer shall consider the referred individual(s). If no eligible employee is selected, reasons for nonselection must be provided in writing.

b. Employees shall be entitled to repromotion consideration for a period of six years from the date they were downgraded; or until the expiration of their grade, salary, or pay retention benefits, whichever is longer.

c. Employees who voluntarily leave employment with the Department of Defense after they are downgraded will lose their repromotion eligibility.

d. Declination of a valid offer within the commuting area will terminate the employee's entitlements to repromotion consideration at that grade level and below.

## ARTICLE 19

### REASSIGNMENT - NON-RIF RELATED

**Section 1. General.** It is agreed that compelling needs of the Employer may require the reassignment of one or more employees within the organization.

**Section 2. Involuntary Reassignments.** When involuntary reassignment(s) become necessary, the employee(s) selected shall be notified, in writing, not less than thirty calendar days prior to the effective date of such reassignment. This notice shall state the reason the employee was selected, and inform the employee of his/her right to reply. The employee(s) shall be afforded the right to submit in writing, within fifteen calendar days, the reasons why he/she should not be reassigned. The reassignment shall not be effected prior to the expiration of the time provided the employee to reply.

**Section 3. Voluntary Reassignments.** Employees who desire lateral reassignments on a voluntary basis may apply through the SCERP/STAIRS and ACCES programs, or their successor programs. Upon request, the Employer will provide assistance to employees through their appropriate PM or PEO Administrative Office.

*Personnel Office,*

## ARTICLE 20

### DETAILS

**Section 1. Definition.** A detail is a temporary assignment of a bargaining unit employee to a different bargaining unit position or a set of duties (if no position exists) for a specified period with the employee returning to his regular duties at the end of the detail.

**Section 2. General.** Employer may detail bargaining unit employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in assigning the workforce. All details will be made in conformance with appropriate laws, Office of Personnel Management regulations and Department of the Army regulations. Details for prolonged periods will be avoided and formal personnel action will be used to secure desired services where it is expected that the need will continue for 1 year or more. Details of employees for 30 calendar days or less may be made by supervisors concerned. These short details may not be extended beyond 30 days. As soon as it is known that a detail in excess of 30 days is required, the Employer will prepare and forward Standard Form 52, requesting such detail, to the Civilian Personnel Office for approval under the provisions of appropriate Office of Personnel Management and Department of the Army regulations. This Article includes details for training purposes, particularly where the training is a part of established promotional or developmental program.

### **Section 3. Details to Higher Grade Positions.**

a. When a bargaining unit employee is detailed to a higher graded bargaining unit position for a period in excess of 30 calendar days, but less than 120 calendar days, the employee, if qualified, shall be given a temporary promotion to the higher grade, provided such action is permitted by hiring guidance issued by higher headquarters. The temporary promotion will become effective not later than the 31st day of the detail. The intent of this section shall not be circumvented by a series of short details (less than 30 calendar days) to avoid announcing the position under merit promotion procedures.

b. Competitive promotion procedures must be used, if after completing the detail the employee would have spent more than 120 days in the higher graded position during the preceding year (365 calendar days), provided such action is permitted by guidance issued by SARDA/Army Acquisition Executive Support Agency (AAESA).

## ARTICLE 21

### TEMPORARY EMPLOYEES

**Section 1. Eligibility.** Unless otherwise excluded, temporary employees whose appointments are for more than 90 days are in the Bargaining Unit.

**Section 2. Notice of Termination.** Barring exceptional circumstances, temporary employees in the Bargaining Unit shall be given not less than five (5) work days written notice of the early termination of their appointment.

**Section 3. Orientation.** Temporary employees shall be provided a copy of their official position description and be briefed on the conditions of employment upon entrance on duty.

**Section 4. Consideration.** The Employer will give first consideration to using merit promotion procedures before filling a position with a temporary employee.

## ARTICLE 22

### PART-TIME EMPLOYMENT

**Section 1. Establishment.** The Employer reserves the right to establish part-time positions for the purpose of providing employment opportunities to more employees. When part-time positions are arbitrarily established, all employees will be given the opportunity to compete for these positions.

**Section 2. Conversions.**

a. In cases where a full-time employee wishes to convert to a part-time position, he/she will make such request to their supervisor. The Employer will make a good faith effort to accommodate the employee's request. If an employee is assigned to a full-time position that is converted to a part-time position, the employee will be given the opportunity to convert to the new part-time position without competition.

b. Conversion from a full-time to a part-time employee and the reverse can only be made with the employee's written request and management approval.

c. Employees who accept or convert to part-time positions have no guarantee of full-time employment; however, management will make good faith efforts to accommodate the employee's request.

d. An employee who is not allowed to convert to a part-time position will be notified in writing of the reason for non-selection.

## ARTICLE 23

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1. General.** The Employer agrees that employment practices will adhere fully to the intent, letter, and spirit of Executive Order 11478, DA, and EEOC equal employment opportunity policies and regulations. The Union agrees to support the Employer's Equal Employment Opportunity Program as set forth by Executive Order 11478, DA, and EEOC equal employment opportunity policies and regulations which include the prohibition of discrimination because of age, race, color, religion, sex, national origin, or mental/physical handicap; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

**Section 2. Affirmative Employment Program (AEP) Plans.** The Employer agrees to promptly provide the Union copies of all AEP plans which apply to employees.

**Section 3. Representation.** In recognition of the Union's role as exclusive representative, the Employer agrees that the Union may represent any bargaining unit employee in an EEO administrative complaint process when requested by the employee. The representative will be provided information and rights concerning the complaint in accordance with AR 690-600 and 29 CFR 1614.

## ARTICLE 24

### SEXUAL HARASSMENT

**Section 1. Policy.** The Employer's policy is to provide a workplace free of sexual harassment. This prohibition applies to anyone of the same or opposite sex. Prohibited actions include, but are not limited to:

- a. Requesting sexual favors.
- b. Making continued requests for social engagements once an individual has stated that he/she is not interested in such contacts.
- c. Constantly commenting on an individual's physical attributes.

**Section 2. Accusations.** Accusations of sexual harassment must be supported by documented proof and/or witnesses.

## ARTICLE 25

### TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES)

**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 establish the performance plan. The ratee will be given the opportunity to provide input which will be considered by the rater before implementing the performance plan. 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 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. The objectives established in the performance plan will be applied in a reasonable, attainable and measurable manner.

**Section 2. Performance Counseling.** Performance counseling will be done two times a year, normally within four months and eight months from the start of the rating period. If a ratee is not meeting his/her 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 to provide criteria for ratee to receive the highest rating. 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 ratee in the appropriate form column. If the ratee refuses to initial the Counseling Checklist/Record or Support Forms in the appropriate blocks, the rater will note and date the refusal in the same column.

**Section 3. Performance Evaluation.** At the end of the rating period, annual performance evaluations will be finalized by the rater based on performance standards. 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. The rating period may be shortened or extended under certain circumstances as long as the ratee is allowed to work the minimum 120 day rating period in a position under an approved performance plan before being evaluated. Ratee dissatisfactions concerning the performance appraisal process are subject to the grievance procedure.

**Section 4. Values and Ethics.** Department of the Army (DA) values and ethics evaluations are intended to document positive aspects of the ratee's contributions that do not necessarily result in work output. This evaluation is not mandatory, however, it is encouraged as a rater/ratee exchange of ideas about what they mean and what types of actions show support. This information, however, is not used in deriving the overall performance rating. Ratees may make comments regarding values and ethics on the rating form or by addendum as appropriate.

## ARTICLE 26

### INCENTIVE AWARDS - SUGGESTION PROGRAM

**Section 1. Employee Proposals.** Employees have the right to propose new and innovative ways to carry out the mission or function of the Employer. They may submit individual or joint work plans which may include elements, such as, methods to better accomplish a mission or function of the Employer.

**Section 2. Responsibilities.** The Union recognizes that the Employer has the responsibility for development and implementation of the Incentive Awards and Suggestion Program in accordance with appropriate laws and regulations.

## ARTICLE 27

### WITHIN GRADE INCREASES FOR GENERAL SCHEDULE EMPLOYEES

**Section 1. General.** Advancements in pay called "within grade" increases for General Schedule employees whose performance is at an acceptable level of competence are provided for those employees who have met the prescribed length of service in grade (waiting period).

**Section 2. Employee Performance.** The supervisors will keep the employees currently advised of their performance. The determination as to whether an employee is or is not performing at an acceptable level of competence will be based on the employee's performance during the waiting period.

**Section 3. Initial Determination.** Initial determinations will be made by the immediate supervisor responsible for recommending performance ratings.

**Section 4. Performance Improvement.** The supervisor shall advise the employee both orally and in writing of "how" the employee may improve his/her performance to an acceptable level of competence. If a determination has been made that an employee's performance is not at an acceptable level of competence, the supervisor will inform the employee in writing stating the reasons thereof. Normally, the written notice should be given to the employee at least 60 calendar days prior to the proposed effective date of the within grade increase unless an administrative error has been made. The employee will be given 60 calendar days to improve his/her performance. In the event that the employee's performance is acceptable, the within grade increase will be granted on the date that it was originally due.

**Section 5\*. Negative Determination.** If an employee receives a negative determination, he/she may, within 15 calendar days of receipt of the notice of negative determination, submit a written request for reconsideration through supervisory channels to the Program Executive Officer, ATTN: Civilian Personnel Advisory Center (CPAC). The employee has a right to select a representative of his/her choice.

a. The employee's written request must include:

- (1) The employee's name and organization.
- (2) The reasons why he/she believes the decision should be reconsidered.
- (3) Whether or not he/she desires an investigator be appointed.

b. If the employee has requested an investigator, the CPAC will, within seven work days after receipt of the request, furnish the employee a list of three investigators from which he/she will select one. Selection of an investigator by the employee shall be accomplished within three

work days after receipt of the list from the CPAC. The CPAC shall then officially designate the investigator selected and provide him/her the reconsideration file.

c. The investigator shall immediately upon receipt of the reconsideration file initiate an investigation of the case. When considered appropriate by the investigator, the investigation may include an informal hearing. However, if the employee requests the opportunity to orally present the reasons he/she believes the decision should be reconsidered, the investigator will make the necessary arrangements to hear the employee's oral presentation and prepare a written summary thereof as part of his/her report of investigation. The investigator will complete his/her investigation and furnish his/her report to the Program Executive Officer within 15 work days after receipt of the reconsideration file.

d. The Program Executive Officer will issue a decision to the employee within 15 work days after receipt of the investigator's report. A copy of the investigator's report will be provided the employee and his/her representative.

e. If the employee has not requested the appointment of an investigator, the Program Executive Officer will render a decision within 15 calendar days after receipt of the request for reconsideration. If the Program Executive Officer's decision sustains the original negative determination, the notice of decision will inform the employee of his/her right to appeal that decision to the Merit Systems Protection Board and of the time limits within which he/she may file his/her appeal.

\* See MICOM Reg 690-14

## ARTICLE 28

### EDUCATION AND DEVELOPMENT

**Section 1. General.** The Employer and the Union agree that the education and development of employees are matters of importance to both parties.

**Section 2. Planning, Regulations, and Skills Realignment Training.** The Employer will plan and provide for the training and development of employees as required, which will enable the employees to do their work effectively, attain their career objectives, and accomplish their mission. Such training and development will be planned and executed according to AR 690-400, MICOMR 690-15, and other applicable career management regulations. Such opportunities will be based on the interest of the Department of the Army and on the interest of the employees. Special attention will be given to retraining which would qualify employees for other positions in the event of displacement by reduction in force, downsizing, reorganization, or otherwise.

**Section 3. Equal Opportunity.** Nomination and selection of employees for training will be made without regard to race, religion, color, national origin, or sex.

**Section 4. Records.** The Employer agrees to record on the employee's Individual Development Profile (IDP) that training which has been satisfactorily completed.

**Section 5. Duty Status, Expenses and Per Diem.** Employees who obtain management approval and participate in management approved training programs or other developmental activity, such as seminars, conferences and etc., requiring time away from the Job will remain in a full pay status during the period of training and unless provided by the organization sponsoring the training, will receive such expenses as are authorized in AR 690-400. The payment of travel expenses and per diem in lieu of subsistence will be governed by the provisions of Joint Travel Regulations, Volume 2.

**Section 6. Development Programs.**

a. Skills Realignment Training Program (SRTP)

The SRTP component provides developmental opportunities to employees in a downsizing environment; addresses skills imbalance in occupations and provides developmental opportunities to program employees through competitive announcement and selection. Surplus employees may be placed under a SRTP agreement without competition. Employees will enter the program at or below their current grade level.

b. Para Trainee (Local Intern) Component

Local career program positions (usually GS-9) are filled at less than the full performance level in order to provide opportunities for qualified employees to enter professional and administrative

career programs. Trainees receive formal and on-the-job training in accordance with applicable career program requirements, and are advanced to intervening and full performance levels when training and other regulatory requirements are met.

## ARTICLE 29

### TRAVEL

**Section 1. General.** Travel requirements will be accomplished in accordance with appropriate laws and regulations.

**Section 2. Hours of Travel.** Within the Employer's right to assure efficiency of workforce operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, he/she, upon the employee's request, will furnish the employee in writing the reasons for necessity of such a schedule.

**Section 3. POV Travel.** Costs of transportation, arrival and departure times for Privately Owned Vehicle (POV) travel will be determined in accordance with the JTR.

*labor?*

**Section 4. Duty Status.**

a. Time spent in a travel status away from the official duty station of an exempt employee 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.

Any pay due an exempt employee for the time in a travel status in connection with any one of the four conditions listed above will be paid on the same basis as if the employee were at his 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 that statute in accordance with 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 1-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 nonworkdays 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, when an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs (1)(b) and (1)(c) of this section.

(3) An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the Agency, shall be credited with the lesser of:

(a) The actual travel time which is hours of work under this section, or

(b) The estimated travel which would have been considered hours of work under this section had the employee used the mode of transportation offered by the Agency, or traveled at the time selected by the Agency.

c. Nonexempt employees must be paid in accordance with the provisions of the Fair Labor Standards Act.

**Section 5. Claim Disputes.** When disputes arise concerning the disallowance of a travel claim, the employee and his representative will discuss the matter with the travel requesting official. If no settlement is reached at this level, the employee and his/her representative may contact the travel pay office for solution, guidance, or further processing to higher authority.

**Section 6. Rental Vehicles and On-Site Travel.**

a. In the event that an employee is not authorized a GSA or commercial rental vehicle while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business will be paid for by the Employer. If the employee is authorized a rental vehicle, the expense for the rental vehicle may be charged to the traveler's Government furnished credit card.

b. In those circumstances where the Employer makes the rental car reservations for the employee, the employee shall not be required to determine the cost effectiveness of such reservations. The employee shall be responsible for assuring that the rate charged by the rental firm does not exceed the rate stated on the reservation notice. Employees are expected to be

conscientious guardians of the taxpayers funds, to use the rental car only in accordance with the current JTR and to forego use of a rental car if an opportunity for a cheaper alternative exists that does not adversely affect the traveler's mission.

**Section 7. Travel Bonus Programs.** The enrollment of unit employees by the Employer in any bonus program or the Employer's use of any bonus program benefits claimed by the Government shall be in compliance with the Privacy Act of 1974.

## ARTICLE 30

### JOB DESCRIPTIONS

**Section 1. General.** Job descriptions will be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties and responsibilities will be covered by the same job description.

**Section 2. Distribution.** Copies of job descriptions will be distributed to each employee upon completion of official personnel action when organization survey or individual action affects the employee's duty assignment.

**Section 3. Other Duties as Assigned.** When the term "other duties as assigned" or its equivalent is used in a job description, the term is understood to mean tasks which are normally related to the position and which are of an incidental nature. This provision does not alter management's right to assign work.

## ARTICLE 31

### JOB CLASSIFICATION

**Section 1. Basis for Classification of Position.** Any employee in the bargaining unit who believes that his/her position is improperly classified will first consult with his/her supervisor for information as to the basis for the classification of his/her position. If the employee is not satisfied with the explanation received, the supervisor will request consultation by a Personnel Specialist from the CPAC with the employee and the supervisor in an effort to resolve the employee's dissatisfaction informally.

**Section 2. Notice of Appeal Channels.** In the event that the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, he/she will be informed by the supervisor as to the appeal channels that are available to him/her as prescribed by classification appeal regulations and procedures. He/she may designate a representative of his/her choosing.

**Section 3. Notification.** When a determination has been made by the Employer to change the grade of a filled position to a lower grade in a classification action, the Union President will be notified prior to final implementation.

## ARTICLE 32

### POSITION CLASSIFICATION STANDARDS

**Section 1. Proposed Standards.**

The Employer agrees to send to the Union all proposed new or changed classification standards which are referred by higher headquarters to the Employer for comments. The Union will have the opportunity to review such proposed classification standards and provide written comments to the Employer in a timely manner.

**Section 2. Union Comments.** The Employer will forward the Union's comments to the higher headquarters from which the proposed new or changed standards were received. The Employer shall inform the Union in writing of the disposition of the proposed change.

## ARTICLE 33

### COMPETITIVE LEVEL

**Section 1. General.** The Employer will establish competitive levels in accordance with current (at the time of application) regulations. A competitive level consists (subject to preceding sentence) of all the positions in a competitive area that are in the same grade or occupation level and classification series and that are so alike in qualification requirements, duties and responsibilities, pay schedule, and working conditions, that the Agency may readily assign an employee in one position to any of the other positions without changing the terms of the employee's appointment and without unduly interrupting the Agency's work program. Employees will be informed of their initial competitive level, and of subsequent changes.

**Section 2. CL Review.** Upon request by an employee and his/her representative, the Employer will grant a competitive level review if the employee feels his/her competitive level is improper.

## **ARTICLE 34**

### **PREMIUM PAY FOR HAZARDOUS DUTY**

The Employer agrees to pay hazard pay differential to General Schedule (GS) employees who are assigned to and perform hazardous duty and duties involving physical hardship as specified by appropriate regulations.

## **ARTICLE 35**

### **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 36**

**ACQUISITION CORPS**

The employer recognizes and supports the Army Acquisition Corps and agrees to follow Department of the Army guidance and regulations governing it.

## ARTICLE 37

### TABLES OF DISTRIBUTION AND ALLOWANCES

**Section 1. General.** A copy of unit current operating Tables of Distribution affecting civilian employees will be provided the Union President each 12 months.

**Section 2. Changes.** 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.

**Section 3. Applicability.** 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 38

### ORGANIZATIONAL CHANGES

**Section 1. Relationship.** It is agreed by the Union and Employer that meaningful consultation and communication shall be established and maintained between the Union and the Employer. Consultation and communication shall characterize the relationship at every level of the Union and the Employer. At each such level, consultation and communication shall be held as appropriate.

**Section 2. Requirements.** In mutual recognition of the obligations and responsibilities imposed on the parties by the Federal Service Labor-Management Relations Statute, the Employer and the Union agree that there shall be meaningful consultation between them on organizational changes.

**Section 3. Consultation** Consultations on proposed organizational changes shall be conducted by the Employer and the Union. These consultations will be utilized to discuss such items as organizational changes, mission/function statements, and proposed changes in personnel to include grade, series, title and names of employees being adversely impacted. Other appropriate information will be furnished to the Union on specific cases.

**Section 4. Adverse Impact.** If it is determined that an employee or employees in the bargaining unit will be adversely impacted, then upon the request of the Union, the Employer and the Union shall meet and confer on the steps to be taken to alleviate such impact on the conditions of employment.

## **ARTICLE 39**

### **OVERSTRENGTH POSITIONS**

The Employer shall notify the Union in advance of reorganizations, realignments, etc., which will result in declaring positions as overstrength. At the Union's request, a list of positions designated as overstrength, together with the names of affected employees, will be provided. Employees will be advised by the Employer, at their request, as to the basis for declaring their position as overstrength and the criteria used to designate the affected employee. The Employer and the Union agree that declaring an employee's position as overstrength should not reflect adversely on the employee.

## ARTICLE 40

### REDUCTION IN FORCE AND TRANSFER OF FUNCTION

#### **Section 1. Notification.**

a. It is agreed that the Employer will notify the Union at least 120 days in advance of an anticipated reduction in force (RIF) or transfer of function, if it is possible to do so. The Employer will also provide the following information:

- (1) An explanation of the requirement for the RIF or transfer of function.
- (2) The approximate number of employees who may be affected initially.
- (3) The competitive levels that may be involved initially.
- (4) The anticipated effective date the action will be taken.

b. The Union will notify the Employer within 15 days whether they wish to negotiate the impact of a reduction in force or transfer of function.

c. Upon timely request from the Union, the parties shall meet and negotiate within 30 calendar days of the request. Such negotiations will not impede or negate the management right to implement the RIF or transfer of function.

**Section 2. General.** Retention registers for the bargaining unit will be provided within three months after the effective date of this Agreement and changes will be provided on a quarterly basis, as requested by the Union.

**Section 3. Reemployment Priority List.** The name of any career or career-conditional employee who is separated by reduction in force action shall be placed on the Reemployment Priority List in accordance with appropriate regulations unless the employee desires otherwise. Employees who notify the Employer at the time of separation that temporary employment will be accepted will be considered for positions for which qualified on a temporary basis prior to considering lower category candidates. Acceptance of a temporary position on the Reemployment Priority List will not affect eligibility for reemployment in a permanent position.

## **ARTICLE 41**

### **COMPETITIVE AREA**

The Employer agrees to notify the Union not less than ten workdays prior to making changes in competitive areas and the Union may request to negotiate the impact and implementation of the proposed change.

## ARTICLE 42

### DISCIPLINARY ACTIONS

**Section 1. Policy.** The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations.

**Section 2. Administration.** The Employer agrees that discipline will be administered in a fair and impartial manner, and that no employee will be discharged or otherwise disciplined except as provided by laws and regulations. The employee will be provided with all reasons which are used as the basis for a proposed disciplinary action in order to enable him/her to understand the proposed action and to defend himself/herself against the action.

**Section 3. Investigation.** Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicates that such action is necessary for correcting the employee's behavior and in maintaining discipline and morale.

**Section 4. Employee Rights.** When an employee is officially notified of proposed disciplinary action, he/she will be informed that he/she has the right of representation and to reply, either orally and/or in writing to the proposed disciplinary action. The employee will be informed of his/her right of representation and to file a grievance or appeal, as appropriate.

## ARTICLE 43

### CIVILIAN COUNSELING SERVICES

**Section 1. General.** 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 agrees to work with the Employer in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavior problems.

**Section 2. Treatment Opportunity.** The Employer and the Union recognize alcoholism, drug abuse, and emotional-behavioral problems as treatable health problems that may affect job performance. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employer's Civilian Counseling Service.

**Section 3. Coverage.** The Civilian Counseling Service is designed to assist employees in:

- a. Prevention and treatment of alcohol abuse and alcoholism.
- b. Prevention and treatment of drug abuse and dependency on drugs.
- c. Treatment of emotional-behavioral problems.
- d. Counseling with families of employees with alcohol, drug, or emotional-behavioral problems.
- e. 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.

**Section 4. Duty Status.** Sick leave will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Official time will be granted to employees in the program to attend on-post meetings/counseling during duty hours. If the employee's supervisor has reason to believe that the employee is abusing the use of official time for treatment purposes, the supervisor will request a meeting with the employee and his/her Union representative (if desired by the employee) to discuss means of alleviating the abuse.

**Section 5. Employee Participation.** The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism, or drug abuse to voluntarily seek counseling and information from the Civilian Counseling Service personnel. 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.

**Section 6. Job Performance.** When a supervisor, through daily job contact, observes that an employee's job performance is significantly deteriorating, he will discuss the apparent difficulties with the employee. If the employee is unable to correct his job performance difficulties through his own efforts, the supervisor will offer the employee confidential assistance and services that are available.

**Section 7. Supervisory Role.** The focus on corrective interviews by supervisors is restricted to the issue of job performance and misconduct. Opinions or judgments of employees with alcohol, drug, or emotional-behavioral problems are prohibited. It must be reemphasized that all referrals by supervisors must be made on observable, objective and factual basis.

**Section 8. Disciplinary and Adverse Action.** The Employer shall normally delay or suspend for 90 days, on a one-time basis, disciplinary and/or adverse actions against an employee for absenteeism, misconduct, and/or unsatisfactory job performance related to alcohol, drug or emotional-behavioral problems when the employee's enrollment and satisfactory participation in the Civilian Counseling Service results in significant improvement within the 90 day period. This provision does not alter management's right to take personnel actions permitted under applicable laws, rules, and regulations.

**Section 9. Family Assistance.** Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, etc., shall be offered guidance, counseling, etc., to aid them in coping with and understanding the employee in the treatment and recovery process. These services will be provided by the Civilian Counseling Service Staff at no cost to the employee, to the extent available.

**Section 10. Counseling and Assistance for Employee.** If an employee accepts help from the Civilian Counseling Service for treatment of alcoholism, drug abuse, or emotional-behavioral problems, he/she will receive counseling and may be referred to community resources or facilities for appropriate assistance.

**Section 11. Union-Management Cooperation.** At the request of the Union, the Employer's Civilian Counseling Service (Alcohol/Drug Control Officer (ADCO) and/or Civilian Program Coordinator (CPC)) will meet with Union representatives for the purpose of discussing methods for reaching bargaining unit members needing assistance.

**Section 12. Condition of Employment Change.** The Civilian Counseling Service will also meet with the Union and discuss personnel policies and practices affecting conditions of employment as they relate to this program.

**Section 13. Management Responsibility.** Management will insure that all employees have the opportunity to participate in the required activities of the Civilian Counseling Service.

## **ARTICLE 44**

### **FITNESS FOR DUTY PHYSICAL EXAMINATION**

All requests initiated by the Employer for Fitness for Duty Physical Examinations shall be in writing and must meet all applicable regulatory requirements.

## ARTICLE 45

### SAFETY

**Section 1. General.** The Employer will provide a safe and healthful work place that complies with applicable laws and regulations relating to the safety and health of all employees.

**Section 2. Records.** The Employer agrees to compile and maintain a record of all known accidents and reported possible causes of potential accidents. Such record shall be provided to the Union upon written request.

**Section 3. Protective Devices.** When necessary and required, protective devices, meeting DA specifications or standards, shall be furnished by the Employer and used by the employees.

**Section 4. Emergency Situations.** In accordance with applicable laws and regulations, the employer agrees to arrange floor plans that provide every person a clear and unobstructed means of egress in an emergency.

## ARTICLE 46

### WORKER'S COMPENSATION

**Section 1. General.** The Federal Employees Compensation Act (FECA) provides for benefits to employees of the activities 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 activity employees.

**Section 2. Coordination.** The Employer is responsible for coordinating the FECA program and for ensuring that the employee is made aware of benefits to which entitled. In cases of dire financial need when the employee has been in a non-pay status, the Program Executive Officer or his representative shall contact the Office of Worker's Compensation Program (OWCP) to expedite the claim.

**Section 3. Injury.** Where there is an on-the-job injury, the injured employee should obtain medical attention as soon as possible. An injured employee shall report every injury to the supervisor.

**Section 4. Forms.** The injured employee or a person acting for him/her shall complete the required injury forms and give them to the immediate supervisor. The employee must supply specific details concerning the injury. The supervisor will fill out the necessary forms and forward to the appropriate organization in a timely manner.

**Section 5. Compensation Claims.** If any employee feels he/she has not received fair treatment regarding an on-the-job injury or occupational disease, it may be reported to the Compensation Claims Office.

**Section 6. Union Assistance.** The Union may assist an employee with Compensation Claims at the employee's request.

**Section 7. Employee Rights.** The Employer will insure that all members of the bargaining unit are made aware of their rights covering Worker's Compensation.

**Section 8. Compensation Contact Point.** The Employer will provide the Union with the name of a contact point who may be contacted by an employee in the bargaining unit to provide information and assistance in processing an injury claim which the employee has filed. The name of the designee shall be provided to the Union within 30 days after the effective date of this Agreement. The designation will be kept current.

**Section 9. Employee Representation.** When a representative of the Union is authorized by the employee to represent him/her in a Compensation Claim, the representative shall be afforded cooperation by the Civilian Personnel Office, medical officials, safety officers, and the

supervisors involved. Further, when a Union representative is required to attend a compensation hearing that is held by the Labor Department and that hearing is more than 35 miles from the command, he/she shall be carried in a duty status for that period of time. The official amount of time during a calendar year will not exceed 32 hours.

## ARTICLE 47

### SURVIVORS' BENEFITS ORIENTATION

In the event of the death of a bargaining unit employee, the Employer shall contact the surviving spouse, or other eligible survivor as appropriate, not later than 10 working days following the employee's death, to arrange a briefing concerning the survivor's rights and benefits. The briefing shall be accomplished by an individual expert in the field of survivor's rights and benefits. The briefing will be held at the earliest time convenient to the survivor.

*9/2000 - Army Benefit Center*

*handles benefits and entitlements*

## ARTICLE 48

### CONTRACTING OUT

**Section 1. Employer Rights.** The Union recognizes the Employer's right under the Federal Service Labor-Management Relations Statute to determine the methods, means, and personnel required to accomplish the mission of the Employer. The Union also recognizes that the Employer has the right to make determinations with respect to contracting out.

**Section 2. Union Interest and Rights.** The labor organization has a legitimate interest, right, and obligation to negotiate on personnel, policies, practices, and other matters affecting conditions of employment for all employees of the bargaining unit. The Union and the Employer recognize that contracting out a service or function that has historically been performed by bargaining unit employees may have an adverse affect on the conditions of employment of the affected employees in the unit.

**Section 3. Impact and Consultation.** When contracting out is being considered that would have an impact on the bargaining unit, the Employer will consult with the Union prior to the beginning of the contracting out process and provide any information available addressing the contracting out effort. When the decision is made to contract out work being performed or work that would be performed by employees of the unit, the Employer will consult or confer as appropriate with the Union as early as practicable as to the impact of the conditions of employment of the employees in the unit.

## **ARTICLE 49**

### **CONSULTANTS AND EXPERTS**

The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants.

## ARTICLE 50

### SPACE ALLOCATION

**Section 1. Minimum Requirements.** Each bargaining unit employee, except temporary employees, shall be allocated no less than approximately 54 square feet for his/her normal work space, including furniture and equipment, but excluding circulation or layout factors. Special consideration shall be given to employees requiring more equipment than normal.

**Section 2. Relocation.** In the future, whenever the Employer proposes to relocate an organizational element or substantially reconfigure work spaces of bargaining unit employees, the proposed layout shall be reviewed by management to verify compliance with these minimum space allocations and to assure that all space allocated for the organization concerned is efficiently utilized to the maximum extent practicable. In addition, the proposed layout will be furnished to the Union for comments and recommendations 30 days prior to implementation.

**Section 3. Special Considerations.**

a. When for reasons beyond the control of the Employer, or when required to accomplish the mission, the Employer is unable to provide an employee with the minimum space allocation specified above, the Union will be notified and provided an opportunity to negotiate concerning the effect of such action.

b. Work space for overstrength/excess personnel shall not be a legitimate cause to provide less than these minimum space allocations for any bargaining unit employee for any period to exceed 90 days per fiscal year.

## ARTICLE 51

### ENVIRONMENTAL CONDITIONS

#### **Section 1. Temperature.**

a. During the seasonably cold months, heating temperature control devices will be set to maintain temperatures not lower than 68 degrees Fahrenheit during working hours. During the seasonably hot months, air cooling systems will be set to maintain temperatures not higher than 78 degrees Fahrenheit. Reasonable efforts will be made to keep temperatures balanced throughout the work areas.

b. In those areas identified by the Union VP for PEO, AMD as exceeding the maximum or minimum temperature levels as described above, the Employer will monitor the temperature. If the temperature is outside the above guidelines by more than five degrees for four continuous working hours, the Employer will verbally notify the Union VP for PEO, AMD of the actions planned for resolution of the temperature discrepancies.

c. The above stated guidelines will be overridden only as mutually agreed by the parties to this Agreement or in case of an emergency in which conflicting guidelines are issued on an agency or government-wide basis.

**Section 2. Insect and Vermin Control.** The employer will take steps necessary to assure reasonable insect and vermin control.

## **ARTICLE 52**

### **ENERGY CONSERVATION**

The Union recognizes that the Employer has the responsibility of coordinating and promoting the Federal Energy Conservation Policies. Both parties agree to work in concert in support of the energy conservation program and to consult on matters of conservation having a direct impact on employee working conditions.

## **ARTICLE 53**

### **ELECTRONIC INTEGRATED FACILITY SECURITY SYSTEM**

Information gathered by an Electronic Integrated Facility Security System (EIFSS) will not be used to verify the attendance of any employee for time reporting nor for any other purpose prohibited by law.

## ARTICLE 54

### RESERVED PARKING SPACES

**Section 1. General.** The Employer and the Union mutually agree to limit reserved parking spaces to a minimal number appropriate to carrying out the mission of the organization and accommodating the handicapped.

**Section 2. Priority.** Reserved parking within control of the PEO AMD will be designated using the general guidelines of Federal Property Management Regulation 41CFR101-20.104-2 in the following priority order based on the shortest walking distance to the work area.

a. Official Vehicle Spaces – The number of spaces for official vehicles shall be limited to a reasonable and justifiable number.

b. Handicapped Spaces – Adequate spaces to accommodate physically handicapped employees will be made available.

c. Management Spaces – Spaces designated for Management Officials shall be limited to Management Officials in the Office of the PEO and Chiefs and Deputy Chiefs of the Primary Organizational Elements within the PEO.

**Section 3. Administration.**

a. Official Vehicle, Handicapped, and Management spaces will be appropriately designated.

b. Employees requesting a handicapped space who do not have an obvious handicap will submit a statement from a licensed physician explaining the handicap, duration of disability, and the need for a handicap parking space.

c. Parking designations may be reviewed by the AFGE Local 1858 President and Vice President for PEO AMD at their request.

**Section 4. Exceptions.** Exceptions to the above policy may be made after negotiations between Management and the Union.

## **ARTICLE 55**

### **POLITICAL ACTIVITY**

Employees may participate in political activity to the extent permitted by the Hatch Act as amended (5 USC 7321 et.seq.). The provisions of the Hatch Act have been revised. For more details, see your Ethics Counselor (AFGE Local 1858 may assist in obtaining such advice from an Ethics Counselor). In any event, it is the employee's responsibility to comply with the Hatch Act.

## ARTICLE 56

### 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 (SF 1187) for such allotment of his pay.

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, FICA 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. The Union will deliver the completed form to the Civilian Personnel Office.

c. The Employer intends that Union membership applications (Form 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 in accordance with 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 his pay period, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of 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 each 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 5 work days after such a determination has been made by the Union.
- c. When an employee voluntarily revokes his 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 his 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 which would remove him from the local bargaining unit.

**Section 6. Remittance of Dues Withheld.**

a. The parties intend that within 10 work days following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, Redstone Arsenal, Alabama 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 or the Employee Identification Number 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 revocation 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 57

### USE OF OFFICIAL FACILITIES

**Section 1. Union Affairs.** Government facilities will be provided, wherever practicable, for the conduct of day-to-day affairs of the Union on behalf of the bargaining unit. Facilities will be subject to normal housekeeping and security requirements.

**Section 2. Meetings.** Further, Government facilities (i.e., office space, conference room, etc.) will be provided to the Union, wherever practicable, for meetings with individual employees regarding complaints and/or grievances and will insure maximum privacy for such meetings.

## **ARTICLE 58**

### **DELIVERY OF AFGE INFORMATION**

The Employer agrees to distribute correspondence for the Union through the internal mail distribution system. Mail handled for the Union will be accomplished in accordance with Command Regulation No. 340-2. Correspondence mailed by the Union will be in normal quantities as mailed by any other organization of the Employer. The internal mail distribution system, E-mail system, telephones, telefaxes, and copiers may be used by Union officials to communicate with other officials and with members of the bargaining unit for any matter related to representational duties.

## **ARTICLE 59**

### **AFGE BULLETIN BOARDS**

The Employer shall provide a bulletin board or bulletin board space, not less than 2x4 feet, for Union use in those facilities occupied and controlled by the employer. The Union shall be held solely responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the accuracy of the posted material and its adherence to ethical standards.

## **ARTICLE 60**

### **DISCREPANCIES IN PAY**

At the employee's request, the Employer will assist in resolving problems related to the employee's pay.

## ARTICLE 61

### DISTRIBUTION OF REPORTS AND ORIENTATION OF NEW EMPLOYEES

**Section 1. Orientation.** The Employer agrees that as part of their orientation, all new or rehired employees occupying a position in the bargaining unit shall be informed of the Union's exclusive recognition status, will be given a copy of the labor agreement, and advised of the name of the Union official representing the PEO AMD bargaining unit. (The telephone number for AFGE Local 1858 is 876-4880)

**Section 2. Reports.** The Employer shall provide the Union, at the Union's request, a list of Employee Gains and Losses.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

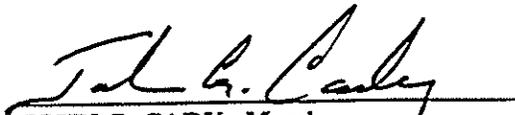
THIS 13<sup>th</sup> DAY OF MARCH 1998

FOR MANAGEMENT

  
A. Q. OLPACRE  
Chief Negotiator

  
ROBERT L. CAMPBELL, Member

  
MAXINE H. MAPLES, Member

  
JOHN G. CADY, Member

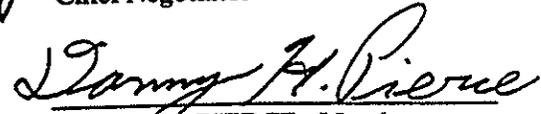
  
ASHLEY S. TYSON, Member

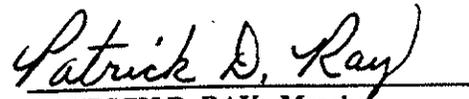
REVIEWED BY:

  
LEROY DANIELS  
Civilian Personnel Officer

FOR THE UNION

  
JAMES R. BROTHERS  
Chief Negotiator

  
DANNY H. PIERCE, Member

  
PATRICK D. RAY, Member

APPROVED:

  
DANIEL L. MONTGOMERY  
Brigadier General, USA  
Program Executive Officer,  
Air and Missile Defense

  
JAMES R. BROTHERS  
President  
AFGE Local 1858

APPROVED BY THE DEPARTMENT OF DEFENSE ON MAY 22, 1998

# FULL PARTNERS

## DIGNITY, TRUST, RESPECT



Supporting the soldier is our most important mission.

