

# Negotiated Agreement

*between:*



Office of the Secretary of Defense  
Washington Headquarters Services  
Real Estate & Facilities Directorate  
Federal Facilities Division

*- and -*

International Brotherhood  
of Electrical Workers  
Local 26



**Effective:**  
May 2000

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Parties to this Agreement.....	1
2	Exclusive Recognition.....	1
3	Provisions of Law, Rules, and Regulations.....	2
4	Rights of the Employer.....	2
5	Rights and Obligations of Employees.....	3
6	Rights and Obligations of the Union.....	5
7	Voluntary Withholding of Union Dues.....	7
8	Union Representation and Official Time.....	9
9	Meet and Confer.....	10
10	Use of Official Facilities.....	11
11	Hours of Work.....	12
12	Flexible Work Schedules.....	14
13	Overtime.....	17
14	Leave.....	19
15	Training and Career Development.....	25
16	Travel.....	25
17	Environmental Differential Pay.....	27
18	Wage Surveys.....	28
19	Safety and Health.....	29
20	Uniforms and Equipment.....	34
21	Tools.....	35
22	Position Descriptions.....	36
23	Promotions Within The Unit.....	37
24	Details.....	40
25	Performance Evaluation.....	41
26	Equal Employment Opportunity.....	45
27	Contracting Out.....	46
28	Reduction in Force.....	47
29	Beneficial Suggestions and Incentive Awards.....	48
30	Financial Responsibility.....	49
31	Child Care.....	49
32	Disciplinary and Adverse Actions.....	50
33	Grievance Procedure.....	52
34	Arbitration.....	55
35	Duration and Changes.....	56
	Signature Page.....	57

IN WITNESS THEREOF, the parties have entered into and executed this Agreement this 10<sup>th</sup> day of April, 2000

FOR THE DEPARTMENT OF DEFENSE,  
WASHINGTON HEADQUARTERS  
SERVICES, REAL ESTATE AND  
FACILITIES DIRECTORATE,  
FEDERAL FACILITIES DIVISION

FOR THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL  
26

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Director, Real Estate and Facilities  
Directorate

Howard Ritchie  
HOWARD L. RITCHIE, JR.  
Business Manager  
IBEW, Local 26

Negotiated By:

FOR THE EMPLOYER

FOR THE UNION

David Butler  
DAVID BUTLER,  
Chief Negotiator

Larry Greenhill  
LARRY GREENHILL, SR.,  
Chief Negotiator

Valerie Brown  
Valerie Brown  
Member

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Member

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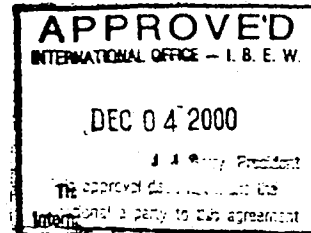
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APPROVAL:



EFFECTIVE: 15 May 2000

David O. Cooke  
DAVID O. COOKE, DIRECTOR  
WASHINGTON HEADQUARTERS SERVICES

## **ARTICLE 1**

### **PARTIES TO THIS AGREEMENT**

Pursuant to the policy set forth in the Federal Service Labor-Management Relations statute in Title 5, United States Code, Chapter 71, the following Articles of the Labor-Management Agreement, together with supplemental agreements and/or amendments that may be negotiated at a later date, constitute the Agreement by and between the Office of the Secretary of Defense, Washington Headquarters Services, Federal Facilities Division, Pentagon Building Management Office, Alterations Work Group, Pentagon Heating and Refrigeration Plant, and Technical Staff, hereinafter referred to as the "Employer," and Local Union No. 26, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

## **ARTICLE 2**

### **EXCLUSIVE RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section 2 of this Article.

Section 2. The recognized unit includes all wage grade employees employed at the Pentagon by the Department of Defense, Washington Headquarters Services, in the Real Estate and Facilities Directorate, Federal Facilities Division, Pentagon Building Management Office, Alterations Work Group, Technical Staff and Pentagon Heating and Refrigeration Plant. It is further agreed that any employees currently in the unit, who through reclassification action or technological changes are reclassified, within the wage grade range of positions, will remain a part of the unit provided such employees continue to perform essentially that work previously performed or interrelated with work historically performed within the unit. If at any time the composition of the unit changes, the Union or the Employer may file the appropriate petition with the FLRA.

Section 3. This agreement shall cover all future wage grade operations which the Employer will accrete during the term of this Agreement or any extension thereof, which involves the partial or complete transfer of functions from another activity consistent with the language in the Certificate of Recognition.

Section 4. Personnel excluded from the bargaining unit are: all management officials, supervisors, all custodial employees including custodial inspectors; bailing machine operators; power sweeper operators; truck drivers; tractor operators; compactor operators and road sweeper operators; professional employees, supervisors, temporary employees with appointments of 180 days or less, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7); and employees of the FB2 Building Management Group.

## **ARTICLE 3**

## **PROVISIONS OF LAW, RULES, AND REGULATIONS**

Section 1. In prescribing regulations relating to personnel policies and practices, and working conditions in the bargaining unit, the Employer will notify and negotiate, to the extent permitted by law, with the Union prior to issuing or changing such regulations. If requested, the Employer will brief the Union as to the meaning of any proposed changes.

Section 2. In the event the Employer finds it necessary to assign military to perform work of unit employees, copies of the authority for that action will be provided to the Union.

### **ARTICLE 4**

#### **RIGHTS OF THE EMPLOYER**

Section 1. The Employer retains the right, in accordance with applicable laws and regulations, to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

B. In accordance with applicable laws to:

1. Hire, assign, direct, layoff, and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

3. With respect to filling positions, to make selections for appointments from:

a. Among properly ranked and certified candidates for promotion; or

b. Any other appropriate sources; and

4. Take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this section precludes the Employer and the Union from negotiating:

1. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. Procedures which management officials of the Employer will observe in exercising any authority under this article; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3. In the administration of all matters covered by this agreement, the Employer, employees, and the Union are governed by existing and future laws and Government-wide rules and regulations. Subsequently published DoD regulations required by law or Government-wide rules and regulations also govern. The above shall apply only after Union requested negotiations are completed.

## **ARTICLE 5**

### **RIGHTS AND OBLIGATIONS OF EMPLOYEES**

Section 1. Employees have the right, freely and without fear of penalty of reprisal, to form, join, and assist any labor organization or to refrain from any such activity. These rights extend to participation in the management of a labor organization or acting as the representative of any such organization. The Employer and the Union will apply the provisions of this Agreement fairly and equitably to all employees of the unit and will take no action that will neither encourage nor discourage membership in the Union.

Section 2. Employees are expected to comply with all instructions of their supervisors. If an employee believes that an instruction is contrary to law, rule, regulation, or this agreement, the employee may bring his/her belief to the attention of the supervisor for discussion. If, after discussion, the supervisor confirms the instruction, the employee shall comply. The employee may raise the issue through the negotiated grievance procedure.

Section 3. An employee may resign at any time, although employees wishing to resign are encouraged to give the Employer at least two (2) weeks advance notice before the effective date of the resignation. The employee may withdraw his/her resignation if the employee so requests in writing before the effective date of the resignation. If requested, the Employer will provide the employee with the reasons in writing if the request to withdraw the resignation is denied.

Section 4. For employees who are absent for maternity reasons, the Employer has the obligation to assure continued employment in her position or a comparable position when the employee returns to work. This provision shall not apply if the employee's termination is

otherwise required by expiration of appointment, reduction in force, for cause, or for similar reasons unrelated to the maternity absence

Section 5. The Employer agrees that any employee in the Unit who contemplates retirement shall be afforded retirement counseling to ensure the interests of the employee are protected.

Section 6. Employees must request permission from their supervisors before leaving the work site for non-work related reasons such as visits to the Personnel Office, Equal Employment Opportunity Office, or other organizations. Such requests should be reasonable in number and duration. If the employee cannot be spared at the time for which the request is made, the supervisor will schedule a time that is convenient and notify the employee. Supervisors will explain the reason(s) for denying requests to employees. Appropriate arrangements will be made for employees who must visit remote offices.

Section 7. Employees who have a grievance under the negotiated grievance procedure shall be allowed reasonable time, normally not to exceed one (1) hour, during duty hours to confer with their Union representative and prepare for the grievance presentation. Employee use of this time will be in accordance with the provisions of Section 8 of this Article.

Section 8. An employee will request and receive permission from his/her immediate supervisor or designee to meet with a Union representative away from the place of duty regarding a work related issue. The employee shall inform the supervisor that a work related issue is to be discussed, the approximate time needed for the meeting, and the location and/or telephone number where the employee can be reached. Unless there are work-related matters, such as standing watch, which would preclude the employee's absence at that time, supervisors shall grant such requests. The supervisor shall, at that time, advise the employee of when s/he anticipates such authorization will be granted. In such cases permission will be granted as soon as possible. The employee shall notify his/her immediate supervisor or designee upon returning to duty. When the supervisor or designee is unavailable, the employee will indicate the time of return by signing the official time log.

Section 9. Searches of personal belongings or lockers may be permitted only on the basis of reasonable suspicion, based on specific objective facts and reasonable inferences drawn from those facts. Every reasonable effort will be made to have a Union representative present during the search. If one is not available, an appropriate management official will be present. The Union may grieve searches which do not comply with the provisions of this section. This provision does not preclude searches by law enforcement authorities.

Section 10. The Employer agrees that each employee shall have a supervisor of record. Generally, such supervisor will be responsible for approving leave, performance appraisals, discipline, and other matters.

Section 11. Consistent with the provisions of the priority placement program, special consideration will be afforded employees who have been downgraded for other than personal cause. Special consideration will be extended to positions at or below the grade from which

demoted in the pay group (WG or WL) that covered the employee before placement in the lower grade, if the employee is qualified and interested.

Section 12. Employees shall be given the opportunity to be represented by the Union at any examination by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation. This provision does not require the presence of Union representatives at counseling sessions conducted by representatives of the Employees.

Section 13. In the event the Employer adopts a commuting allowance, unit employees will be eligible for the allowance to the extent permitted by the Employer's regulations.

Section 14. The Employer agrees to maintain, to the maximum extent practicable, employee parking.

## **ARTICLE 6**

### **RIGHTS AND OBLIGATIONS OF THE UNION**

Section 1. The Union is entitled to act on behalf of all employees in the bargaining unit as provided for in the Statute. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Employer shall notify the Union of any substantive changes in personnel policies, practices or working conditions affecting unit employees. The Union shall designate an individual to receive such notices and the authority to negotiate, and reach binding agreement with the Employer. The Union will be provided the opportunity to negotiate such changes, prior to implementation, to the extent permitted by law.

Section 3. The Union shall be given the opportunity to be represented at:

A. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment: or

B. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

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

2. The employee requests representation. The Employer will annually inform its employees of their rights under Section 3 B.



Section 4. The Employer will provide the Union a copy, on request, of all final decisions on any disciplinary actions or performance based actions in which the Union represented the employee, when the employee has designated the Union as his/her representative in writing.

Section 5. In conformance with the Union's right to bargain with the Employer, the Union may request, and to the extent not prohibited by law, data which:

1. Is normally maintained by the Employer in the regular course of business;

2. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

3. Does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining. Information requests must be relevant to the matter under discussion. Information requests may be denied for reasons such as confidentiality, privacy, or other matters.

Section 6. A Union steward will be given the opportunity to participate in any shop orientation of new bargaining unit employees concerning this agreement and recognition of the Union. In the absence of a shop orientation, new employees will be given the name of the steward in his/her work area. A reasonable period of time will be permitted for the orientation.

Section 7. The Employer will furnish the Union a current listing of all employees in the unit every two months. Such listing shall include the name, organization, series, grade, and rate of pay.

Section 8. The Employer will notify the Union in writing whenever it is necessary to assign or rotate assignments to such functions as key person for Combined Federal Campaign, U.S. Savings Bond Drive, or other activities.

## **ARTICLE 7**

### **VOLUNTARY WITHHOLDING OF UNION DUES**

Section 1. The Employer will deduct Union dues from the pay of those eligible employees who voluntarily authorize such deduction on Standard Form 1187 who are members

of Local Union No. 26, IBEW, hereinafter referred to as the "Union," or who have applied for membership in the Union.

Section 2. In order for the Union dues, which consist of the regular periodic amount required to maintain a member in good standing in the Union, to be deducted by the payroll office of the Employer from the pay of the employee each biweekly period, the following requirements must be met by the Union:

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

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

C. The employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187, which will be supplied by the Union. The Union will complete and sign Section A of Standard Form 1187 and transmit same to the Labor and Management Employee Relations Division (LMER), Directorate for Personnel and Security, Washington Headquarters Services, for processing to the Employer's payroll office.

Section 3. Deduction of dues designated on Standard Form 1187 will commence not later than the first pay period following the pay period the Form was received by the payroll office.

Section 4. The amount of dues deducted each biweekly period shall be the amount certified by the Union in Section A of Standard Form 1187 or the amount certified by the Union at a subsequent time after receipt of Standard Form 1187. Any change in the amount of dues deduction will be certified by the Union Business Representative to the LMER Division and will become effective the beginning of the first pay period following the receipt of the notice of change by the Employer's payroll office. There will be no change in the amount of deduction more than once in a 12-month period.

Section 5. An allotment for the deduction of any employee's regular dues may be terminated by the employee through submission of a completed Standard Form 1188, executed in triplicate by the individual requesting dues termination. The completed form shall be submitted to the LMER Division. The LMER Division maintains a supply of Standard Forms 1188 and will make this form available to employees upon request. Any termination of allotment for deduction of Union dues under this Section will become effective at the beginning of the first pay period after the anniversary date when the dues deduction began, and thereafter only on the anniversary date of the authorization or the ten (10) day period preceding the

anniversary date. The LMER Division shall return any request for the termination of dues received more than ten (10) days before the effective date of the cancellation.

Section 6. An employee's voluntary allotment for payment of his/her regular Union dues will be terminated by the Employer's payroll office with the beginning of the first pay period following the pay period in which any of the following occur:

- A. Loss of recognition by the Union;
- B. Transfer of the employee authorizing dues deduction outside of the Unit;
- C. Separation of the employee; or
- D. Receipt by the Employer's payroll office of written notification from the Union that the employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

Section 7. The Union is responsible for promptly notifying, in writing, the LMER Division when any member of the Union is expelled or, for any reason, ceases to be a member in good standing.

Section 8. The Employer's payroll office will transmit to the Financial Secretary of the Union not later than five (5) workdays after each payday the following:

- A. A list containing the names and payroll numbers of employees authorizing voluntary allotments of dues.
- B. A check drawn on the Treasury of the United States made payable to the Union in an amount equal to the grand total of such deductions.

Section 9. It is the responsibility of the Union to inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in Sections 2 through 5 of this Article.

Section 10. This Article is subject to reopening in accordance with the Article on duration and changes contained in this Agreement. The termination or expiration of this Agreement does not terminate the provisions of this Article.

## **ARTICLE 8**

### **UNION REPRESENTATION AND OFFICIAL TIME**

Section 1. The Employer and the Union recognize and endorse the importance of building and maintaining effective employee-management relations at the local level; that is, the employees, their supervisors, and the employees' shop steward. It is important that supervisors and shop stewards have an understanding of the above, as well as being knowledgeable in applying the provisions of this Agreement.

Section 2. The Union will designate, in writing, up to five (5) shop stewards, plus chief steward, to represent employees. The Union will provide the Employer with a current list of the names of designated representatives and their areas of responsibility. The Chief Steward will be assigned to official duty on Tuesday and Thursday of each week.

Section 3. Union representatives shall request permission, by use of the official time form, from their immediate supervisor or designee when they must perform representational duties away from their place of duty. The representative shall inform the immediate supervisor of the need to conduct authorized Union business and the approximate time needed for the supervisor's planning purposes, and shall give the location and/or phone number where s/he can be reached. Supervisors shall grant such requests, unless there are pressing work-related problems that preclude the representative's absence at that time. The supervisor shall, at that time, advise the representative of when s/he anticipates time can be granted. In these cases, permission will be granted as soon as possible. The Union representative shall notify his/her immediate supervisor or designee upon returning to duty.

#### Section 4

A. Union representatives shall be provided a reasonable amount of official time, without loss of pay or benefits, for the preparation, investigation, of matters related to personnel policies, practices, and working conditions affecting unit employees, concerns relevant to the stability of the labor-management relationship, grievances, arbitration, and negotiations with representatives of the employer.

B. All Union representatives will account for the use of official time by completing the form at Appendix A and submitting the forms to the appropriate manager by 1400 hours on the Friday before the end of each pay period. Training and assistance in completion of the form will be provided by the Employer upon request.

Section 5. If the Employer has reason to believe or determines that any representative is abusing official time, the Employer will discuss the nature of the abuse with the IBEW Local 26 Business Representative prior to taking any action.

#### Section 6.

A. Administrative leave may be granted to attend workshops or seminars of mutual benefit to the Employer and Union. Such requests are subject to the usual conditions for granting leave. The request will generally be submitted at least two (2) weeks in advance to the Employer and must include an agenda of topics to be covered. The leave if approved, as training time will not exceed 300 hours total per contract year for the bargaining

unit. No more than fifty percent of the annual hours are to be used by any one employee. Any unused time will not be carried over to the following year.

B. The Employer may require proof of attendance by the representative at the training.

C. Union representatives will be granted annual leave or leave without pay, subject to the usual conditions for granting leave, to attend Union activities which are classified as internal Union business. The request for such leave will be submitted as far in advance as possible. Leave without pay may also be granted to an employee to accept a temporary position with the Union in accordance with applicable regulations.

Section 9. The Employer agrees that designated Union officials and other representatives not employed by the Employer may meet and consult with employee representatives of the Unit.

## **ARTICLE 9**

### **MEET AND CONFER**

Section 1. Union/management meetings shall be held at the request of either party to discuss areas of concern. The party that initiates the meeting will identify the subject(s) to be discussed in writing to the appropriate Manager/Union Business Representative. The subject(s) of the meeting will be identified with sufficient specificity so as to permit the receiving party to adequately prepare for the meeting. Failure to provide adequate specificity of the meeting topic will result in postponement or cancellation of the meeting. Such meetings will take place within a reasonable time of the request. If a Memorandum of Understanding is considered necessary by either party, the requesting party will prepare one for joint signature. In instances where it is agreed that a Memorandum of Understanding is not required but rather that a Memorandum for the Record is sufficient, then the requesting party will prepare it for joint signature.

Section 2. The Union may have present at such meetings a maximum of three (3) employees in the unit including shop stewards. If deemed necessary, the Union may request additional employees to attend the meeting. Employees will be in a duty status to the extent they would otherwise be in a duty status.

Section 3. Subject to security procedures, the Employer will allow non-employee representatives access to attend such meetings.

## **ARTICLE 10**

### **USE OF OFFICIAL FACILITIES**

Section 1. The Employer will provide office space and facilities to the Union for the conduct of official business such as confidential discussions with unit employees and the maintenance of Union records. The space provided will be approximately 100 square feet in size, and meet customary and reasonable standards for habitability at the Heating and Refrigeration Plant and the Pentagon. Due to the renovations within the Pentagon, it may be necessary to relocate the office space, if so the Union will be provided with advance notice.

Section 2. The Employer will provide the Union with a standard four drawer lockable filing cabinet, desk, two (2) chairs, personal computer with printer, FFD network package including Electronic-mail (or equivalent) with printer, and reasonable office supplies. The Union will be permitted to use the Employer's copying machine for a reasonable number of copies each month. The Union will designate a property custodian who will be responsible for the equipment and requisitioning of supplies.

Section 3. The Employer will provide a telephone, with local call capability, and answering machine. The Union will be permitted reasonable access to the Employer's facsimile machine.

Section 4. Upon notice by the Union, the Employer will post the name(s) of the Union representatives in the shops used by unit employees. The Union will be responsible for advising the Employer of any changes in the listing.

Section 5. The Employer will, upon the written request of the Union, make available space for meetings and other Union functions relating to bargaining unit employees. Normally, the request will be made at least five (5) workdays prior to the date desired.

Section 6. The Employer will provide three (3) lockable bulletin boards, one in the Heating and Refrigeration Plant and two in the Pentagon Building for the posting of Union material. The locations of the boards will be mutually agreed on by the Employer and the Union. The Union will be responsible for maintaining, posting, and removal of material. The Union agrees that material placed on the board will not be scurrilous or libelous in its nature. Arrangements for additional bulletin board locations may be made by mutual agreement.

Section 7. On request, the Employer will provide the Union copies of personnel laws, rules, and regulations relevant to unit employees.

Section 8. The Employer will reproduce this Agreement and will bear half of all costs related thereto. The cover of the Agreement will display the seals of IBEW Local 26 and the Employer. One copy of this Agreement will be provided to each bargaining unit employee and to supervisors of such employees. The Employer will provide one copy of this Agreement to each new bargaining unit employee and to each new supervisor of bargaining unit employees upon entry on duty. The Employer will provide fifty (50) copies of this Agreement to the Union for its use.

Section 9. The Employer will arrange to make available to unit employees printed material provided by the Union for distribution no more than four times a year.

Section 10. Subject to safety and security requirements, non-employee Union representatives will be authorized appropriate building passes for the conduct of official business.

Section 11. Non-employee Union representatives will be authorized two parking permits for the conduct of official business. The Union representative using the permit agrees to comply with all parking regulations of the Employer.

## **ARTICLE 11**

### **HOURS OF WORK**

#### Section 1. Administrative Workweek

The administrative workweek is seven (7) consecutive days, Sunday through Saturday. The basic workweek is five (5) workdays of eight (8) hours, normally 0700 to 1530 hours daily, excluding lunch breaks. Normally, Saturday and Sunday are non-workdays. Due to the mission requirements of the Employer, unanticipated schedule changes may occur. The Employer will attempt to minimize the impact of shift changes by adhering to established shift schedules.

#### Section 2. Tours of Duty

When mission requirements dictate, tours of duty will be established which include Saturdays, Sundays, and/or holidays as workdays within the basic workweek. Assignments of employees to these tours of duty will be determined on the basis of the needs of the Employer, employee skills, preference, seniority, and other pertinent factors. After consideration of these factors, the final decision to assign employees to a tour of duty will be made by the Employer.

#### Section 3. Shift Schedules

A regularly established shift is one that is established and approved by the Employer on a recurring basis over a period of two consecutive weeks or more. Employees will be entitled to all applicable shift differentials. The Employer retains the authority to make temporary changes in shift schedules for the purpose of meeting mission requirements.

#### Section 4. Changes in Tours of Duty/ Shift Schedules

A. The Employer will notify the Union of changes in tours of duty or shifts (other than established shift rotations) affecting more than one employee and, on request,

bargain the impact and implementation of the change. The Employer will give the Union the maximum amount of advance written notice, normally not less than two (2) weeks.

B. Changes in tour or shift assignments may be made at any time under emergency situations.

C. Normally, an employee who is subject to a change in the days of his/her basic work week shall be notified in writing of the change on the Wednesday of the week before the administrative work week during which the change occurs. The change shall be for a period of not less than two consecutive weeks.

D. Employees who wish to change shifts shall do so in writing in accordance with the following procedure:

1. The employee must make every effort to locate another qualified employee who is willing to change shifts on the shift s/he desires. The employee may request the assistance of his/her supervisor in this effort; however, it is not the supervisor's responsibility to locate employees for this purpose.

2. Both employees will make the shift exchange request to the appropriate supervisors.

3. Normally, such requests are approved. Reasons for disapproval may include an employee's specific skills, conduct, performance, or other matters of concern to the Employer. Denials of requests will be in writing.

4. When filling shift vacancies, the Employer will first consider employees who have previously expressed their preferences in accordance with (A) through (C) above. If more than one employee meets (A) through (C) above, consideration will be given on the basis of seniority as determined by service computation date.

E. During the month of February of each year, the Employer will provide an open season for shift employees to request shift changes. The request for a shift change will be on a form provided by the Employer and completed by the employee not later than the end of February. If a conflict occurs between two equally qualified employees, the request of the employee with the most seniority as determined by service computation date will be granted. The changes will be effective the first full pay period in April of that year.

## Section 5. Clean Up Time

The Employer agrees that reasonable time will be permitted employees as needed for clean up and travel prior to the lunch period and at the end of the workday. The supervisor is responsible for determining the time necessary, if any, for clean up and travel. The decision of the supervisor is a proper matter for a grievance. In the same manner, a reasonable time will be allowed employees for the storage and protection of Government property prior to the end of the workday. The same provisions of this section will also apply, where appropriate, to scheduled overtime.



Section 6. Rest Periods

When possible, employees will have a rest period of fifteen (15) minutes for each four (4) hours of work. Normally, the fifteen (15) minute rest period will be mid-morning and mid-afternoon. Rest periods will not be used to lengthen the lunch period, to start work later or end a tour of duty earlier when a rest period is not taken by personal choice, or because of workload demands. Rest periods that are not taken may not be accumulated for later use. Rest periods may be canceled by supervisors when workload emergencies arise or when an unusual temporary workload so requires. Supervisors will attempt to reschedule rest periods in such circumstances.

**ARTICLE 12**

**FLEXIBLE WORK SCHEDULES**

Section 1. Policy

In accordance with Public Law 97-221, the parties agree to enter into a flexible work schedule for certain unit employees. The parties agree that the mission of the Employer may take precedence over the desires of individual employees for specific work schedules. Employee participation shall be on a voluntary basis. Due to the critical nature of some operations, there may be instances, such as described in Sections 5 and 6 of this Article, when employees will not be permitted to participate in a flexible schedule.

Section 2. Definitions

A. Flexible work schedule (FWS): an alternative work schedule which permits a full time employee to vary the starting and ending times of his/her tour of duty, and complete the eight (8) hour work requirement.

B. Core Hours: the hours of a tour of duty, including a 30 minute unpaid lunch period, during which an employee must be present for duty. For the purposes of this agreement, core hours are 0730 to 1430 hours.

C. Flexible band: the hours of a tour of duty during which an employee may elect a starting and ending time. For the purposes of this agreement, flexible band hours are 0600 to 0730 hours and 1430 to 1600 hours.

Section 3. Authorization

The only alternative work schedule authorized for unit employees is the flexible work schedule, subject to the conditions set forth below. Once established, work schedule changes shall be kept to a minimum except for the convenience of the Employer.

#### Section 4. Participation

All bargaining unit employees, except as excluded by this article, shall be eligible to participate in the flexible work schedule. On a form provided by the Employer, employees may request a starting time during the flexible band in 30 minute increments, and a departure time eight and one half hours thereafter. The requested starting time must be consistent from day to day and week to week. The employee will promptly submit the requested schedule to his/her supervisor for approval. The Employer will promptly notify the employee of approval or disapproval of the schedule in writing, normally within two weeks of the request and the effective date.

#### Section 5. Exclusions

Employees with the following responsibilities are excluded from participation in the flexible schedule;

- A. Watch personnel
- B. Employees on rotating shifts
- C. Employees engaged in asbestos removal work
- D. Emergency response team members
- E. Employees working on any other shifts than days

#### Section 6. Schedule Changes

Subject to the conditions in section 5, employees may request schedule changes once every 6 months.

#### Section 7. Overtime and Differentials

An employee's participation in a compressed work schedule will not entitle him/her to overtime or shift differential as a result of his/her selection of a particular starting or ending time. Overtime will be paid in accordance with the provisions of the overtime article and applicable regulations.

#### Section 8. Time Keeping

The Employer may install appropriate time recording devices for the purpose of documenting the hours of work of unit employees. The Union will assist the Employer in educating employees as to the proper use of the device.

Section 9. Grievances

Employees may grieve the denial of requested schedule through the negotiated grievance procedure.

Section 10. The FWS may be terminated in its entirety if it is determined that the schedule has or would have an impact as follows:

- A. A reduction in the productivity of the Agency; or
- B. A diminished level of services furnished to the public; or
- C. An increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing the schedule).

Section 11. The FWS may be terminated for individuals if it is determined that:

- A. The employee's conduct or performance is such that improvement may occur if the employee were removed from the schedule; or
- B. For safety or security reasons; or
- C. Work requirements.

The Union will be advised of any such termination affecting the unit so that it may exercise its rights in accordance with law.

Section 12. Reopener

The provisions of this article shall remain in effect for six months from the date of approval of this agreement. Within thirty (30) days of the six-month anniversary date, the Employer may notify the Union of its intent to terminate the program, extend the program, modify the program, or other matters. If terminated, the Agency will negotiate other alternative work schedules with the Union to the extent permitted by law.

**ARTICLE 13**

**OVERTIME**

Section 1. The assignment of overtime is a function of the Employer. Overtime work which is not included in the regularly scheduled workweek must be ordered and approved in advance by appropriate officials to whom authority has been delegated. Overtime will not be assigned as a reward or penalty, but solely in accordance with the accomplishment of the Employer's mission. The Employer will allocate all overtime in a fair and equitable manner. Exceptions to the use of the overtime roster will only be made in circumstances where it is in the best interest of the government to assign overtime in some other manner, i.e., emergencies or specialty work. Overtime compensation will be paid in accordance with applicable laws and regulations. The Union agrees to render assistance, at the request of the Employer, in counseling employees on the provisions of overtime compensation laws and regulations in order to maximize understanding.

Section 2. A roster of overtime offered, refused, or worked will be initiated each year on January 1, and kept by each shop separately on a calendar year basis. Employees not wanting to work overtime shall notify the supervisor in writing by January 1 each year. However, this does not relieve the employee of the obligation to work assigned overtime. Each refusal of overtime will be initialed by the employee. The roster will be updated weekly by the supervisor and posted for review.

Section 3. Scheduled overtime is overtime known by the Employer to be required at least 24 hours in advance of the work to be performed. Employees will be assigned scheduled overtime in accordance with the following procedure:

A. The Employer agrees to attempt to assign overtime work to qualified employees whose position description contains the skills necessary to perform such work prior to using employees whose position descriptions do not include skills for the job being performed on overtime. Preference will be given to qualified employees who volunteer for overtime from this group.

B. If the number of volunteers exceeds the number of employees required for the assignment, then the roster will be reviewed and qualified employees with the least amount of overtime offered/worked will be offered the opportunity. If the number of volunteers is less than the number required for the assignment, then qualified employees will be selected from the roster in order of the least amount of overtime offered/worked.

C. Supervisors will consider personal hardship or other circumstances that individual employees bring to their attention when assigning overtime.

D. It is acknowledged that overtime performed by the shops may overlap. The Employer will attempt to offer overtime to the shop responsible for the trade required for overtime work. Employees who decline overtime offered by another shop will so indicate on his/her shop roster.

Section 4. Unscheduled overtime is work outside the employee's normal duty hours that is required and not known to the Employer 24 hours in advance. Employees are expected to work unscheduled overtime. The Employer recognizes that unscheduled overtime is a problem for the employee as well as the Employer; therefore, every effort will be made to give due

consideration through advance notice to the employee so that appropriate arrangements can be made. Supervisors will consider personal hardship or other circumstances that individual employees bring to their attention when assigning overtime. The following procedures will apply when assigning unscheduled overtime:

A. The expressed previous plans of the employees affected by the overtime assignment will be considered.

B. The Employer shall make a concerted effort to locate a qualified volunteer for the assignment.

C. If no volunteer can be located, and there is more than one qualified employee available, the employee with the least overtime worked as determined by the roster shall take the assignment.

D. If an employee is called back to work for unscheduled work he will be compensated with at least two (2) hours of overtime pay.

Section 5. In instances where the overtime assignment is a continuation of the employee's scheduled tour of duty; employees will be permitted, subject to work requirements, the opportunity to take a brief break before continuing the assignment. Break periods shall be in accordance with Article 11, Section 6. A meal period will normally be provided after each three and one-half hours of overtime work. Meal periods shall be in a non-duty status and at the discretion of the supervisor. If the nature of the work is such that it cannot be interrupted, the supervisor will schedule staggered meal periods. The period provided would be in a non-pay status and free from all duty obligations, except for immediate and compelling emergencies.

Section 6. The Employer may consider an employee's pattern of unscheduled leave when assigning overtime work.

Section 7. Employees assigned overtime work are expected to be on time at the beginning of the shift. In cases where the employee will be late, the Employer shall, on a case by case basis, make the decision on whether or not to allow the employee to work the overtime. The Employer shall consider the leave record, reason for lateness, and the availability in making any such determinations.

## **ARTICLE 14**

### **LEAVE**

Section 1. Employees shall earn and use leave in accordance with applicable regulations, including the provisions of the Family Medical Leave Act and the Federal Employees Family Friendly Leave Act. Annual leave, sick leave, leave without pay (LWOP), and absence without leave (AWOL) may be charged in fifteen (15) minute increments. All other leave categories will be charged in increments specified in appropriate regulations.

## Section 2. Annual Leave

### A. Scheduling of Annual Leave.

1. Employees should request leave in writing as far in advance as possible using a Standard Form (SF) 71. Employees will request leave of more than three (3) days in duration at least five (5) calendar days in advance of the week in which the leave is to be used. All requests for leave must be submitted to the employee's immediate supervisor (or designee in the supervisor's absence). Employees will be notified promptly as to the status of their leave requests, normally not later than two (2) days after the request.

2. Upon request of the employee, and subject to work requirements, the Employer will schedule annual leave for vacation purposes of one (1) week or more for those employees who will have sufficient leave accrued for that purpose. Such requests shall be submitted no later than April 1st of each calendar year. In the event a conflict occurs among qualified employees, seniority as determined by service computation date will be used to resolve the matter. Once employees have made their selections, they will not be permitted to change their selection if, by doing so, the change would disturb the choice of another employee. Every reasonable effort will be made to adhere to the established vacation schedule. In the event a change is required by the Employer, employees shall have the right to reschedule their vacation(s) in accordance with the seniority provision above. Requests for annual leave submitted after April 1st of each calendar year will be granted on a first come, first served basis. The Employer will post the leave schedule as soon as possible after April 1st. The Union agrees to assist the Employer in resolving conflicts arising under this section.

3. Employees will be granted annual leave on their birthday if the leave is requested as far in advance as possible using an SF-71, the employee has leave accrued to cover the absence, and the employee can be spared.

4. Employees who have accumulated annual leave in excess of the maximum, which can be carried forward to the next leave year, will be advised by the Employer of the necessity to schedule such excess leave. To the extent possible, the Employer will give ample opportunity to schedule such leave. The Union will assist the Employer in these efforts. The Employer will notify employees of the procedures annually for the restoration of use or lose annual leave.

5. Employees who request annual leave in advance for holidays associated with their religious faiths will be granted such leave, provided the employee has leave accrued to cover the absence and the employee can be spared.

### B. Unscheduled Annual Leave

1. If leave cannot be requested in advance due to an unforeseen emergency, the employee will contact the immediate supervisor (or designee, or in their absence report through the supervisory channel) normally within the two (2) hours prior to the employee's scheduled tour of duty and request to be placed in the appropriate leave status. In

cases where it is not possible for the employee to call prior to the beginning of the shift, s/he will call as soon as possible. The leave request must include the expected duration of the absence.

2. When such contact is made, the Employer may approve or disapprove the requested leave. The employee will submit a SF-71, Request for Leave, on return to duty.

3. If the employee cannot return to work within the requested and approved time frame, the employee must contact the supervisor prior to the expiration of the approved leave and request additional leave as stated above.

4. Normally, employees will be notified of the disapproval of the unscheduled annual leave within two (2) workdays of their return to duty, provision of documentation (if required) and submission of a SF71. If the leave is disapproved, the employee will be given a copy of the disapproval.

5. The employer ordinarily will not require an employee to submit administratively acceptable evidence as proof of the need for the leave. In cases where the employee's unscheduled leave usage is questionable, the Employer may request the employee provide acceptable documentation of the emergency.

6. In the event of a death in the immediate family (parent, sister, brother, spouse, child, mother-in-law, father-in-law, grandparent, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) of any employee, every effort will be made to grant leave as requested.

### Section 3. Sick Leave

A. Employees who are absent due to illness, injury, or other instances of incapacity will contact their immediate supervisor (or designee, or in his/her absence report through the supervisory channel) as early as practicable on the first day of the absence, ordinarily within two (2) hours prior to the beginning of their scheduled tour of duty. The use of sick leave is subject to the approval of the immediate supervisor. In cases where it is not possible for an employee to call prior to the beginning of the shift, s/he will call as soon as possible. When an employee's incapacitation will require him/her to be absent longer than one (1) workday, the employee will contact the immediate supervisor. In such instances, the employee needs not contact the supervisor each workday, provided the employee gave the supervisor a date of expected return to duty. Absences beyond the expected return to duty date require further contact.

B. Requests for pre-arranged sick leave for medical, dental or optical examinations or treatment will be approved, provided that such requests are submitted in advance by an employee to the supervisor and the leave has been accrued. Requests submitted less than three (3) days in advance may be denied.

C. Normally, a medical certificate is not required for absences of four (4) days or less, without issuance of a Letter of Requirement. Requested sick leave of more than four (4) consecutive workdays must be supported by a medical certificate submitted within fourteen (14) calendar days after return to duty.

D. When employees become ill after reporting to work, they shall request consent from their immediate supervisor for permission to go to the dispensary for a medical assessment. Permission should be granted. If the supervisor has reason to believe employees are requesting sick leave to avoid a particular work assignment, they may be required to provide a medical certificate substantiating their incapacitation for duty. If the employee is sent home on approved leave, and they are absent on the following workday, they will be required to notify the supervisor in accordance with established leave policy. Employees shall furnish a medical certificate if required by a Letter of Requirement.

E. Requests for leave for parental and family responsibilities will be in accordance with appropriate regulations.

F. Advance Sick Leave

Sick leave may be advanced to employees in accordance with applicable regulations. The responsibility of providing adequate documentation for such requests rests with the employee. In no instance will such requests exceed an amount which would cause a deficit in excess of thirty (30) workdays or the maximum amount permitted by applicable regulations. Each request will be decided on its own merits and must be supported by a physician's statement. Advance sick leave may be approved only when there is a reasonable expectation of the employee's return to duty. Sick leave may not be advanced after an employee has applied to the Office of Personnel Management for disability retirement.

Section 4. Leave Without Pay

A. Leave Without Pay (LWOP) may be granted if it is properly requested. Approval of LWOP, however, is normally within the discretion of the Employer in accordance with appropriate regulations and not the right of the employee. Requests for LWOP in excess of 30 calendar days shall be documented by the appropriate personnel action.

B. Procedures for the request and authorization of LWOP to engage in Union activities are contained in Article 8, Union Representation and Official Time.

C. Employees returning from LWOP shall be entitled to all benefits in accordance with regulations.

Section 5. Absence for Maternity Reasons

A. Leave used for maternity reasons may be a combination of sick leave, annual leave, and leave without pay. To the extent available, sick leave may be used for



physical examinations and the period of incapacitation to include delivery and recuperation. If the employee desires a period of adjustment and/or time to make arrangements for the care of the child, such additional leave will be charged to available annual leave or leave without pay.

B. An employee who does not intend to return to work following her pregnancy should promptly notify her supervisor.

C. A male employee may request leave for purposes of assisting or caring for his children or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave for this reason will be consistent with the Employer's policy for granting leave in similar situations. Each request will be considered on its own merits and subject to the provisions of this article.

#### Section 6. Tardiness

Tardiness (absence at the beginning of the regular workday) of less than one (1) hour may be excused if the employee provides a satisfactory explanation of his/her tardiness. The Employer may allow employees who are tardy to request leave (if within the basic workweek). In such cases, the employee will not be required to work during the period covered by the leave.

#### Section 7. Administrative Leave

A. Administrative leave will be granted in accordance with appropriate authorities. Supervisors may excuse absences of up to one (1) hour without charge to leave or loss of pay. The supervisor should consider the employee's pattern of attendance and punctuality, the reason for the absence, and other relevant factors before making a determination to excuse the absence.

B. When early administrative dismissals are granted by the Employer because of inclement weather or other Acts of God, all employees, except those whose appointments are limited to ninety (90) days or less, who reported to work and are in a duty status at the time of dismissal, shall be given administrative excusal for the rest of the day. This provision does not apply to employees who have been notified in writing that their services are designated as emergency and will be required to report for duty, or for those the Employer determines to be required for critical work. These employees will be notified in advance. The Employer will provide the Union a list of emergency personnel on an annual basis.

#### Section 8. Blood Donations

Subject to workload considerations, employees will be excused for such time as is necessary to make blood donations. In addition, administrative leave not to exceed four (4) hours may be authorized.

#### Section 9. Court Leave

A. Employees must promptly notify the Employer of witness/jury obligations so as to provide time in which to process a request for their release. The request should be accompanied by documentation.

B. On completion of service, the employee will present to the Employer a signed jury or witness time card or other satisfactory documentation of the time served on such duties. Any fees received from the cognizant court for either jury duty or witness services must be turned in to the Employer. Excluded from these fees are any allowances received for meals, transportation, or other expenses, and may be retained by the employee.

C. If second or third shift employees serve on jury duty or as witnesses, they shall not be required to work their scheduled shift, and shall suffer no loss of any differential pay.

#### Section 10. Holidays

A. Employees shall be entitled to all holidays prescribed by current or future law in addition to any special holidays designated by the President of the United States.

B. When an employee's basic work week is Monday through Friday and a holiday falls on a Saturday or Sunday, then Friday or Monday, as appropriate, shall be observed as the holiday.

C. If employees are required to work on the day observed as a holiday, they shall, if otherwise entitled, receive holiday premium pay for those hours corresponding to their normal hours of work and overtime compensation for those hours outside their normal hours of work. If employees are required to work on the actual holiday, which falls outside the basic workweek, they shall receive one and one half times their pay for work performed.

#### Section 11. Transferred Annual Leave (Voluntary Leave Transfer Program)

Employees shall be eligible to participate in the voluntary leave transfer program as prescribed in the Employer's appropriate regulation and the provisions of the Family and Medical Leave Act covering the program.

#### Section 12. Leave Counseling and Requirements

If it is determined by the Employer that an employee has abused the leave privilege, and evidence of abuse exists, the Union will join the Employer in its efforts to resolve the situation. The Union recognizes that leave abuse constitutes a serious problem for other employees as well as the Employer. Employees will be issued a leave requirement letter in accordance with the following sequence:

A. The employee's leave use and the reasons for the use will be reviewed for the preceding six (6) months for evidence of abuse.

B. If, in the Employer's judgment, there is the appearance of a leave problem, then the employee may be counseled by the supervisor prior to being issued a Letter of Requirement. The counseling session will be conducted in private between the immediate supervisor and the employee. The date and substance of the counseling session will be recorded by the Employer.

C. If determined to be necessary by the Employer, the employee shall be issued a Letter of Requirement specifying the actions the employee must take to gain leave approval, documentation requirements, duration of the letter, and the date on which the requirement will be reviewed.

D. At the end of three (3) months, the requirement will be reviewed and a determination made to either cancel the requirement or extend it for an additional three (3) months. The employee will be advised of the extension of the requirement, in writing prior to the end of the three-month period. Such requirement letter will not be filed in the employee's official personnel folder.

## **ARTICLE 15**

### **TRAINING AND CAREER DEVELOPMENT**

Section 1. The parties recognize that the training and development of employees contribute toward efficient operations. Accordingly, the Employer will, within budgetary and staffing limitations and to the extent practicable, encourage and provide employees with necessary training and development opportunities to enable them to perform their assigned work more effectively as well as to enhance career opportunities within the activity to qualified employees within the scope of applicable law and regulations.

Section 2. Each employee is responsible for applying reasonable effort, time, and initiative in increasing the employee's potential value through self-development and training. Both parties will encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in performance of their duties and for possible advancement. The employer will normally post notices of all pertinent training opportunities available to employees a week in advance of selection of employees to be trained.

Section 3. The determination of training needs, the choice of subject matter, areas of training, selection of employees, and the assignment of training priorities is a function of the Employer. The Employer agrees that the selection of employees and assignments for training will be in a fair and equitable manner to all employees possessing job descriptions pertinent to the training.

Section 4. The Employer encourages the Union to submit its recommendations concerning any aspect of training relevant to the Unit at any time to the appropriate Manager or the Employer's training office.

## **ARTICLE 16**

### **TRAVEL**

Section 1. Employees shall travel only under the conditions and procedures prescribed in relevant Department of Defense and Joint Travel Regulations. The Employer will make every effort to schedule travel time so that such time coincides with the employee's regular scheduled days and hours of work.

#### Section 2.

A. Time spent traveling shall be considered hours of work if:

1. An employee is required to travel during regular working hours;
2. An employee is required to drive a vehicle or perform other work while traveling;
3. An employee is required to travel as a passenger on a one (1) day assignment away from the official duty station; or
4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

B. An employee who travels from home before the regular workday begins and returns home 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 Subsection A.2. and Subsection A.3. of this Section.

C. 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:

1. The actual travel time which is hours of work under this Section; or

2. The estimated travel time 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.

Section 3. Every effort possible will be made to provide employees in advance with complete and accurate information with respect to:

- A. Purpose of travel assignment;
- B. Anticipated duration of assignment;
- C. Mode of transportation to the job site; and
- D. Arrangements made for quarters and transportation at the job site.

Employees should receive their travel orders sufficiently in advance to ensure arrangements for transportation and advancement for per diem allowances can be accomplished during working hours and prior to departing.

Section 4. Travel assignments shall be rotated among employees wanting to travel within organizational elements (shop and classification) to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. Employees selected for an assignment to travel may request that they be excused and such request will be favorably acted upon provided other qualified employees are available and willing to travel.

## **ARTICLE 17**

### **ENVIRONMENTAL DIFFERENTIAL PAY**

Section 1. The parties agree that Code of Federal Regulations Part 532, Schedule of Environmental Differentials Paid for Exposure to Various Degrees of Hazards, Physical Hardships, and Working Conditions of Unusual Nature (hereinafter environmental differential or differential), and any changes, alterations, or amendments thereto, shall be incorporated into this Agreement by reference. The Union shall be advised of any applicable changes, alterations or amendments in a timely manner and a copy provided to all employees. This incorporation does not authorize the payment of a differential unless a determination has been made by appropriate authority. The parties agree that environmental differential pay determinations shall be made as expeditiously as possible.

Section 2. Subject to the decision of an appropriate authority, environmental differential shall be paid to employees within the unit when performing assigned duties who are exposed to a hazard of an unusual nature which could result in significant injury, illness, or death; who are exposed to a physical hardship of an unusual nature under circumstances which

cause significant physical discomfort or distress not practically eliminated by protection devices; or who are exposed to a working condition of an unusual nature under circumstances involving exposure to fumes, dust, heat, or noise which causes significant distress or discomfort in the form of nausea, or skin, eye, or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such hazardous condition has not been abated to practically eliminate the potential for personal injury or illness.

Section 3. At the option of the Union or the Employer, a representative of the Safety and Occupational Health Branch (SOHB) may be called to investigate and determine if conditions warranting environmental differential exist. Normally, the SOHB determination will be rendered within two weeks, or sooner if possible. If the Union is dissatisfied with the SOHB determination, it may call an OSHA inspector for a second opinion on the degree of exposure, the effect of safety and protective devices, and whether the hazard has been abated to practically eliminate the potential for personal injury or illness. The following provisions apply to the determination of environmental differential:

A. When the Union believes that a local work situation warrants coverage under an environmental differential, it will notify the Employer of the category, location, and nature of the hazard to justify payment of environmental differential.

B. When the Employer determines or proposes that a local work situation is such that it should be included as an environmental differential, it will notify the Chief Steward of the category, location, and nature of the hazard, and will provide in writing the reason for the payment of environmental differential.

C. When the Employer determines that appropriate protective measures and personal protective equipment are such that a hazard has been abated to practically eliminate the potential for personal injury or illness, thereby terminating the need for environmental differential pay, the Chief Steward shall be notified in writing. The notification shall include the category, location, and nature of the hazard and the reason for the termination of the pay. The Union will be provided a copy of any report, which served as a basis for the termination of the pay.

D. If a decision is made to deny environmental differential pay, a grievance may be initiated at the third step of the negotiated grievance procedure. If the Union is dissatisfied with the decision at the third step of the grievance procedure, the Union may advance the grievance in accordance with the provisions of the grievance article.

Section 4. Employees will be notified when assigned work for which environmental pay is indicated. In the absence of such notification, the employee will assume that such pay is not applicable. However, if at any time during a job assignment an employee believes that such pay is warranted, employees shall call the matter to the attention of their supervisor as soon as possible. The supervisor, if uncertain concerning the exposure, will submit a request to appropriate officials for a pay determination. Employees shall have the right to Union representation when discussing environmental pay complaints with their supervisor.

## **ARTICLE 18**

### **WAGE SURVEYS**

Section 1. The Employer agrees that the Union will be promptly notified when an official wage survey affecting unit employees commences. Information available to the Employer concerning the survey will be provided to the Union.

Section 2. Necessary time during working hours will be authorized without loss of pay or benefits to permit Union representatives to appear before the Local Wage Survey Committee for the purpose of making recommendations on behalf of unit employees.

## **ARTICLE 19**

### **SAFETY AND HEALTH**

#### Section 1. Responsibilities

In accordance with Public Law 91-596, the Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of all hazardous and unhealthy working conditions and practices. The Union shall cooperate to that end and will encourage all bargaining unit employees to work in a safe manner. The Union recognizes that the Employer may use appropriate corrective measures, including disciplinary action, when an employee engages in unsafe work practices, which disregard policies or directions.

#### Section 2. Safety Committee

A. The Employer and the Union shall establish a safety and health committee to meet at least monthly and discuss safety matters. The membership shall be composed of four (4) unit employees selected by the Union and an equal number of management members. The committee shall operate by consensus whenever possible. Disagreements among members shall be resolved by agreement between a higher level representative of the Employer and the Union Business Representative.

B. The committee may perform the following functions:

1. Bring to the attention of the Employer's Safety and Health Official, and other representatives of the Employer, unsafe working conditions;
2. Review and recommend safety training courses;

3. Recommend appropriate safety equipment;
4. Be notified of all lost time accidents involving employees of the unit which occur at the activity; and
5. Review accident reports, subject to the privacy of the individual involved.

C. Union representatives presenting occupational safety and health issues will be granted a reasonable amount of official time in addition to the official time limits in Article 8. All employee representatives will be in a duty status while performing their functions as safety committeemen. This section neither authorizes nor precludes overtime.

### Section 3. Performance of Assigned Duties

A. Employees should be alert to unsafe practices, equipment, and conditions in their work areas. If an unsafe or unhealthy condition is observed, the employee should bring the matter to the attention of a supervisor and the Union steward.

B. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the Union steward should report it to a supervisor with a follow up written report. If the safety question is not settled at this level by the Union steward and the supervisor, the matter will be referred promptly through the appropriate management official to the Safety and Occupational Branch who shall expeditiously review the problem with the Union steward. If the safety question is not settled at this level, it may be referred to the Director, Safety and Environmental Management Division, or designee for resolution. If the resolution is not satisfactory, the Union may invoke arbitration.

C. Should an employee have a reasonable belief that a job to which s/he has been assigned poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek abatement through normal procedures, a supervisor and union steward shall inspect the job to ensure that it is safe before requiring the employee to carry out the work assignment. If the question is not resolved to the employees' satisfaction at this level, s/he may refer it to the union steward who will follow the procedures set forth in Section 3.B of this Article.

### Section 4. Protective Clothing and Equipment

A. The Employer agrees to furnish appropriate protective clothing and equipment necessary for the performance of assigned work where such equipment is essential to the safe accomplishment of the work. Employees will be responsible for equipment and clothing assigned to them. They may be required to reimburse the Employer for any items lost by them due to their own negligence. The Union may, at its discretion, recommend new protective



clothing and equipment and modifications to existing equipment for consideration by the Employer. Clothing will be issued at an appropriate issue point.

B. All employees are expected to wear appropriate clothing to protect themselves and to keep them comfortable in their normally assigned work areas. Those employees whose jobs call for working both indoors and outdoors should come to work prepared to work in both areas. There are, however, certain abnormal or exceptional circumstances that may arise during the workday which the employee could not have anticipated and been appropriately dressed. Immediate supervisors will make this determination. Under the following conditions, the Employer will provide suitable outer garments to protect the employee:

1. During periods of snow or rain, all employees who are required to work outside will be provided with suitable protective clothing. Such clothing will include but may not be limited to rain coats, rain hats, and galoshes. This clothing will be issued only for the period of the rain or snow or duration of the work, whichever is shorter, and then be returned to the issue point. Those whose work does not require them to remain exposed to the rain or snow (for example, employees merely out in the weather to get from one building to another) will not be provided rain gear.

2. During periods of cold weather, employees whose jobs do not call for working outside will be provided with warm clothing in those instances where they are required to do outside work. Such clothing will be issued for the duration of the outside work and then returned to the issue point. Employees whose jobs call for both indoor and outdoor work or outdoor work alone will normally not be issued warm clothing.

3. Employees who are assigned, temporarily, to dirty work not normally encountered in the performance of their regular duty will be assigned protective clothing for the period of such dirty work. Such clothing will include but may not be limited to gloves, coveralls, a hat, and protective covering for the shoes, if necessary.

4. Persons assigned to hazardous duty will be provided with safety gear and/or protective clothing, as determined by the Safety Official or appropriate official, for the duration of such work. Safety shoes will be provided by the Employer to all unit employees.

C. The Employer agrees to furnish suitable safety equipment such as gloves, eye protection, and hearing protection to all employees as required to complete assigned tasks. Employees are expected to wear such protective equipment.

## Section 5. Occupational Injuries/Illness

The Employer and the Union recognize that the responsibility for the administration of the Federal Employees' Compensation Act is vested in the Department of Labor, Office of Workers' Compensation Programs (OWCP). To the extent such actions are within its control, the Employer will provide full assistance to employees injured on the job. The Union will aid these efforts to the maximum extent possible. The Employer will provide

reasonable time for this purpose. The following procedures are provided as guidance to supervisors, employees, and union representatives in the event of an employee injury. They are not intended to supersede any current or future OWCP regulations.

A. Whenever an employee sustains a traumatic injury that s/he believes to have occurred while in the performance of duty, s/he will promptly notify his/her supervisor. Supervisors should arrange prompt medical treatment for the employee. The Employer agrees that immediate conveyance of the employee to the nearest appropriate medical facility for treatment of a traumatic injury shall be provided.

B. When notified of an employee injury, supervisors will promptly authorize examination and treatment, normally through the use of a form CA-16. The employee will be provided a form CA-1 by his/her supervisor. The employee may be assisted in the completion of the CA-1 by representatives of the Employer, a union representative, or other individuals. When the employee returns the CA-1 to the supervisor, the supervisor should review the form for completeness and promptly forward it to the Employer's compensation coordinator. The employee shall be responsible for providing all necessary medical documentation in connection to the injury within 10 workdays.

C. The Employer agrees that time spent undergoing emergency medical treatment shall be "on the clock," including the employee's return during non-duty hours on the next work day, if requested by the supervisor. If the employee is unable to return to work and requests the Employer to mail the forms, the Employer will promptly do so.

D. If the employee is unable to return to work the day following the injury, the employee may elect continuation of pay (COP) or leave. If the employee fails to make an election, the employee will be placed on COP.

E. On a yearly basis, the Employer will brief employees in the unit regarding their rights and responsibilities under the OWCP program. The briefings will be sufficient in number to provide adequate notice to all employees in the bargaining unit.

## Section 6. Eating Facilities

The Employer agrees that it will make every reasonable effort to ensure that eating facilities on the premises shall meet adequate standards of sanitation for food consumption.

## Section 7. Motor Vehicles

A. The Employer agrees that all trucks and passenger carrying vehicles shall comply with guidance from the Employer's safety office. The operators of such vehicles shall be properly qualified drivers.

B. If employees who are operating a motor vehicle, as a part of their specifically assigned duties, have an accident, which results in a suit placed against them for

damages to property or for personal injury or death, the employee will deliver to the Employer the papers, served upon them. The Employer shall furnish the papers and other necessary information to the U.S. Attorney for action in accordance with applicable laws and regulations. The employee will promptly notify the Employer of all such motor vehicle accidents in which they are involved. The Employer will advise employees of their responsibilities.

#### Section 8. Medical Examinations

The Employer may order a medical examination of an employee when the employee has applied for or occupies a position, which has physical or medical standards or requirements. The medical examination will only be for determining the employee's ability to meet the physical or medical requirements of the position. There are three times when such an examination may be ordered: (a) prior to appointment or selection, (b) on a regularly recurring periodic basis, or (c) whenever there is a direct question about the employee's ability to meet the physical or medical requirements of the position. Additionally, if the position is included in an established program of medical surveillance related to occupational or environmental exposure or demands, an employee occupying that position may be ordered to undergo a medical examination.

#### Section 9. Light Duty

A. The Employer and the Union recognize that an employee may medically require light duty as a result of injuries or illnesses contracted either on or off the job.

B. When an employee requests light duty as a result of an on the job illness or injury, the regulations of the Department of Labor will be followed to determine the appropriate placement of the employee.

C. When an employee requests light duty as a result of an off the job illness or injury, the employee will provide the following information from his/her physician in support of the request:

1. The history of the medical condition;
2. Clinical findings from the most recent medical evaluation;
3. Diagnosis, including the current clinical status;
4. Prognosis, including plans for future treatment, and an estimated date of full or partial recovery;
5. An explanation of the impact of the medical condition on overall activities;
6. An explanation of the medical basis for any conclusion that the employee's return to duty will not aggravate the condition; and

7. An explanation of any conclusion that the condition has not become static or stabilized.

The Employer will make every effort, consistent with its staffing needs and the employee's documented limitations, to place the employee in an appropriate position. It is agreed that every effort will be made to provide light duty assignments to avoid placing an employee on involuntary leave. The Employer agrees to place an employee who has been returned to the shop by medical authority for light duty only on a type of work that will not aggravate their illness or injury if available.

Appropriate and reasonable light duty work shall be assigned to injured or temporarily disabled employees on a fair and equitable basis with paramount consideration for the health of the employee.

#### Section 10. Maternity Related Health Matters

When an employee reports pregnancy, the Employer will determine whether her duties or surroundings involve exposure to hazards, which can be reduced or eliminated. As a general rule, pregnant women should not be employed in work that involves heavy lifting, continuous standing, climbing, or exposure to toxic substances. If, after consulting her physician, the employee requests modification of her work duties or a temporary reassignment to other available work for which she is qualified, every reasonable effort should be made to accommodate her request. The Employer may request medical certification as to the nature of the limitations, which are recommended by the employee's physician.

## **ARTICLE 20**

### **UNIFORMS AND EQUIPMENT**

Section 1. The uniform allowance is intended by the Employer to ensure that the work force is uniformly attired while on the job. Accordingly, employees will report for duty in uniform. Therefore, employees shall comply with the Employer's uniform guidelines. Unit employees will be provided a copy of the Employer's Uniform Guidelines, and upon request receive an explanation to the applicability of the guidelines. The Employer will meet and confer with the Union concerning the issuance of uniform guidelines. Employees who fail to comply with the guidelines may be subject to disciplinary action in a fair and equitable manner. Deviations from this policy, such as the removal of the uniform, or variations in standard attire, shall be made on a case by case basis, by a supervisor, and normally for reasons of safety, health, or to increase productivity.

Section 2. Bargaining unit employees who are required to wear uniforms and/or safety shoes will receive a reasonable yearly allowance for the purchase and maintenance of these items as follows:

Annual uniform allowance	\$188
Alterations*	\$ 34
Safety Shoes	\$103

\*Alterations to include the attachment of employer provided patches, insignia, and/or nametags.

The annual uniform and safety and safety shoe allowance shall be increased five percent each year for the next three years beginning in 1999, but in no case shall the allowance exceed the maximum permitted by law or regulation. A single check shall be issued annually to each qualified employee for the sum of all three allowances listed above.

Section 3. Employees on appointments of 180 days or less, leave pending retirement, workers' compensation, leave in excess of 120 days, or other extended absences shall not be eligible for a uniform allowance, and shall not be required to wear a uniform. Employees who return to duty will be eligible for the allowance.

Section 4. Safety shoes, or the authorization for the purchase of the same, shall be promptly issued to all employees who enter on duty, provided that the employee was not previously issued shoes by the Employer. All safety shoes purchased shall meet ANSI Standard 75, or equivalent. Employees shall provide evidence, such as promotional material, receipts, or other documentation, that the shoes meet the standard.

Section 5. The Employer recognizes that certain occupations such as welders may require more frequent replacement of uniforms and/or safety shoes. In such situations employees shall provide evidence of the need for more frequent replacement to the Manager or designee. The evidence may include damaged uniforms or safety shoes, receipts for repairs, or other information, which would establish the need for additional uniforms or shoes. The Employer will act promptly on the employee's need, consistent with law and regulation.

Section 6. The Union recognizes that the Employer may require eye protection in certain work situations. The Employer will provide prescription safety glasses up to once a year. If prescription safety glasses are broken during the performance of assigned duties, an additional purchase may be authorized.

## **ARTICLE 21**

### **TOOLS**

Section 1. The Employer will furnish required tools needed for employees to perform their duties.

Section 2. Evidence of tools worn or broken on the job shall be furnished to the Employer before replacement or repair can be made.

Section 3. The Employer will provide lockable tool boxes where appropriate.

Section 4. The Union and the Employer agree that employees may be held accountable for lost or missing tools.

## **ARTICLE 22**

### **POSITION DESCRIPTIONS**

Section 1. The Employer will provide each employee a position description for the position to which s/he is assigned. It is understood that a position description is not an all-inclusive description of an employee's duties and responsibilities.

Section 2. The Employer is responsible for ensuring that the contents of position descriptions are current and accurate. If an employee believes that his/her position description is not current or accurate, the employee is responsible (with the assistance of the Union) for communicating perceived inaccuracies to the supervisor. When there is a major change in the position description, a management representative will discuss the change with the employee.

Section 3. The Union may review the position description of any position in the unit in conjunction with a specialist from the Directorate for Personnel and Security. When the description is relevant to a specific problem the Union may request a copy of that position description. When there is an Evaluation Statement, it will also be made available to the Union, upon request. When there is no Evaluation Statement, the classification standards will be explained to the Union representative. These documents will be returned to the Employer when they have served the designated purpose.

Section 4. Supervisors may afford employees an opportunity to prepare recommended changes in duties and responsibilities for consideration by management.

Section 5. Employees in the unit may request a review of any aspect of the classification of their job. This request is made to the employee's supervisor who, in turn, submits a Request for Personnel Action (SF-52) to the Directorate for Personnel and Security, Executive Personnel and Classification Division. The assigned Position Classification Specialist will conduct the review and is responsible for explaining the classification of the job.

Section 6. The position description shall serve as the basis for the performance plan.

Section 7. If an employee believes that regularly assigned duties are outside his/her position description, the employee may request that Management consider adding the duties to the position description. The Union should assist employees in this effort.

## ARTICLE 23

### **PROMOTIONS WITHIN THE UNIT**

#### Section 1. Coverage

The procedures set forth in this Article apply to promotions to bargaining unit positions where competition among unit employees is involved. Promotions and filling of position vacancies within the bargaining unit will be made in accordance with applicable Office of Personnel Management, Department of Defense, and WHS requirements as implemented by the Employer's merit promotion program.

#### Section 2. Policy

The Union and the Employer agree that the merit promotion program is designed to:

- A. Determine the best-qualified candidates on the basis of merit;
- B. Promotes more efficient operation of the Employer's programs by establishing a reliable, fair, and systematic method of locating and evaluating candidates for promotion opportunities;
- C. Assure fair evaluation of the qualifications of candidates;
- D. Ensure all employees and applicants for employment receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, handicapping condition, labor organization membership or non-membership, and with proper regard for their privacy.
- E. Provide an incentive for employees to improve their abilities and performance and to acquire additional skills and knowledge; and
- F. Establishes clear procedures and records so that it may be readily determined that promotion actions are taken in accordance with the policies and procedures of this plan.

#### Section 3. Bargaining Unit Vacancy Announcements

A. Bargaining unit vacancy announcements will be open for a minimum of fourteen (14) calendar days. Vacancy announcements will contain information concerning the job title, series, and grade of position; number of positions to be filled; organizational location; closing date for receipt of applications; identification of office where to send applications; and a statement of equal employment opportunity. Vacancy announcements will be posted on bulletin boards, the location of which will be by mutual agreement. The date of the posting will be noted on the vacancy announcement, and these vacancy announcements will be posted for ten (10) days prior to closing.

B. The Union will be provided a copy of all Employer vacancy announcements.

#### Section 4. Area of Consideration

The Union agrees that it is the responsibility of the WHS Personnel and Security Directorate (Personnel) to secure an adequate number of qualified applicants in the shortest possible time. If the area of consideration is expanded beyond the OSA/JS, the Union will be notified of that Management decision, the vacancy will be re-advertised and the Union will be provided a copy in accordance with section three above.

#### Section 5. Resumes

Candidates must apply for vacancies for which they wish to be considered, or a resume must be submitted on their behalf prior to the closing date of the announcement. Resumes will not be considered if received in Personnel after the closing date. Resumes submitted must comply with the instructions on the vacancy announcement.

#### Section 6. Eligibility

To be eligible for promotion, employees must meet the standards prescribed by the vacancy announcement, including any selection factors (i.e. knowledge, skills, ability, or other characteristics, including physical requirements) essential to successful performance in the job to be filled. Selection factors must be appropriate to the position being filled. Office of Personnel Management (OPM) minimum qualification standards will be used to determine basic eligibility in all cases where OPM requires the use of these standards. A qualification standard may not be modified after the vacancy announcement has been posted unless an inappropriate standard is used or OPM issues a revised standard. The screening and rating of candidates to determine if they meet minimum standards of eligibility is a function of Personnel.

#### Section 7. Evaluation

A. Evaluation procedures must provide a sound basis for considering and comparing applicants for the position being filled to determine the knowledge, skills, abilities, and job related criteria that a candidate should possess to be selected for the position.



B. Factors to be used in evaluating candidates shall include experience, training, education, awards, performance ratings, and other information relating to qualifications contained in the candidate's resume and attachments. Due weight must be given any awards received by candidates.

C. A rating panel may be used to rate applicants, if appropriate. The panel will be established and convened by the staffing specialist recruiting for the position. The personnel staffing specialist will provide assistance to the panel.

Section 8. Interviews and tests will normally be conducted during duty hours. This provision neither authorizes nor precludes the use of overtime for interviews.

Section 9. Selections

The selecting official should consider qualified unit employees on the certificate before outside applicants. The selecting official has the right to select or not select any candidate referred on a promotion certificate. Normally, an employee selected for promotion will be released no later than the beginning of the first pay period following the date of the firm offer from personnel.

Section 10. Applicants having questions concerning a specific promotion action will, upon request, be given the following information by the servicing staffing specialist:

A. Whether or not they are eligible on the basis of minimum qualification requirements;

B. Whether or not they are in the group from which selection was made;

C. The name of the individual selected for the position; and

D. In what areas, if any, they should improve themselves to increase their chances of future promotion. (The staffing specialist may refer the applicant to the selecting official for response to this question.)

Section 11. If an employee believes that the merit promotion plan procedures were not properly applied in any case, s/he should first discuss his/her complaint with the Personnel Office or his/her designated representative. If, after being given a full explanation, an employee still has a complaint, s/he may grieve the misapplication of the merit promotion plan through the negotiated grievance procedure. It is understood that nonselection for a position, and selections for nonbargaining unit positions are not the basis for a grievance.

Section 12. The Employer shall advise the Union of any significant changes to the merit promotion plan and will, upon request, engage in impact and implementation bargaining.

## **ARTICLE 24**

### **DETAILS**

Section 1. The parties to this agreement recognize the Employer's right to assign work and detail personnel. The Union recognizes and agrees that the nature and mission of the Employer requires flexibility and the Employer may temporarily detail employees to work other than that within their current positions.

Section 2. A detail is a temporary assignment of an employee to a different position or a set of duties for a specified period of time with the employee returning to his/her regular duties at the end of the detail. Employees detailed to a higher graded position continue to receive the established rate of pay for the position to which they are assigned rather than the rate of pay for the higher level position to which they are detailed. A position is not filled by a detail because the employee continues to be the incumbent of the position from which detailed.

Section 3. The Employer may detail employees to meet emergencies, when required by workload, changes in mission or organization, absenteeism or other reasons. When necessary to utilize employee services in this manner, the employee will be informed of the reasons and projected duration of the detail in writing.

Section 4. Selection of employees for detail will be made in a fair and equitable manner. Subject to the needs for specific skills and abilities and where competitive procedures are not required, the Employer may first consider the availability of volunteers. Competitive procedures are required for a detail in excess of 120 days to a higher graded position.

Section 5. Each employee is responsible for ensuring that experience gained while on detail is included in his/her resume. Documentation of details in excess of 30 days will be accomplished by a Memorandum for the Record containing the following information:

- A. The name of the employee,
- B. The position encumbered by the employee,
- C. The position to which the employee is detailed,
- D. The expected duration of the detail,
- E. A supervisor's signature.

A copy of the Memorandum for the Record will be provided to the employee at the time of the assignment. A second copy will be forwarded to Personnel for inclusion in the employee's Official Personnel Folder.

Section 6. Performance ratings of employees on details will be consistent with the provisions of Article 25, Performance Evaluation.

Section 7. When a qualified employee is detailed to a higher graded position for more than 30 calendar days, but less than 120 calendar days, the employee shall be temporarily promoted. The temporary promotion shall become effective on the first day of the first pay period following the end of the said 30-day detail period.

Section 8. Details shall not be used solely for the purpose of avoiding temporary promotions.

## **ARTICLE 25**

### **PERFORMANCE EVALUATION**

#### Section 1. Purpose

Performance standards and elements will be developed in accordance with appropriate Government-wide and Agency rules and regulations to:

- A. Enhance employee motivation and encourage excellence in job performance.
- B. Recognize and reward high-level quality performance within available funds.
- C. Motivate employees toward increased productivity and creativity and recognize employee contributions relating to efficiency, economy, or other improvements in Government operations
- D. Serve as the basis for appropriate actions.

To ensure an understanding of the system, performance planning, progress review, and appraisal procedures will be clearly communicated to bargaining unit employees. No employee of the unit shall be impacted through or by the performance appraisal system because the employee has engaged in activities protected by law. Further, an employee's exercise of his/her rights under this labor management agreement or statute will not result in any impact on the employee's performance appraisal.

#### Section 2. Performance Appraisal Process

The performance appraisal process shall consist of the following:

- A. Development of elements and standards.
- B. Issuance of elements and standards to the employee.

- C. Periodic reviews.
- D. Employee's self appraisal.
- E. Supervisory appraisal with appropriate review and approval by the Employer.
- F. Issuance of the rating to the employee.

### Section 3. Employee Participation

Employees shall be encouraged to participate in developing critical elements and performance standards. Employee participation may be through:

- A. Discussions with the immediate supervisor or designee of appreciable changes in major duties, responsibilities, assignments, or work priorities;
- B. Advising immediate supervisor or designee of circumstances which may prevent them from completing, work on schedule;
- C. Providing draft elements and standards.

Disagreements over the content of the plan should normally be resolved by the immediate supervisor and employee if possible. It is understood that the final decision regarding the content of the plan rests with the Employer. Employees may elect to provide a copy of their elements and standards to the Union.

### Section 4. Issuance of Elements and Standards

The immediate supervisor or designee and employee should initial each element and standard on the appropriate appraisal form. The employee's initials do not signify concurrence, but indicate receipt of the plan. New employees will be provided a copy of their elements and standards normally within thirty (30) calendar days of their entrance on duty. Other employees will be issued a written copy of their elements and standards at the beginning of each rating period, normally within thirty (30) days. The employee may also initiate a request to the immediate supervisor or designee to review the standards at any time.

### Section 5. Progress Reviews

Frequent progress reviews are encouraged, and should be conducted as often as necessary. At a minimum, employees will receive a progress review midpoint through the rating period. All such reviews shall be documented. Reviews may include a discussion of the following:

A. The employee's progress towards meeting his/her level of performance on elements and standards;

B. Any need for major changes in the performance plan based on changes in responsibility, priorities, or resources, or reevaluation by the immediate supervisor or designee of the appropriateness of the elements and standards; and

C. The identification of positive areas and those which need improvement.

Relevant comments and a general summary of progress will be made on the performance plan during each review and a copy provided to the employee. The midpoint appraisal shall include sufficient information to give the employee a clear idea of whether or not s/he has performed successfully during the period or areas where performance was not fully successful. The employee may provide comments on the progress review. If there is substantial disagreement as to the content of the review, the employee may attach a rebuttal. The employee may seek Union assistance for preparation of the rebuttal.

#### Section 6. Annual Rating

At the end of the rating period, normally the immediate supervisor shall prepare a recommended rating of the employee's overall performance during the rating period. Two weeks prior to the end of the rating period, the employee may prepare a self-appraisal, which shall be considered by the immediate supervisor or designee. Normally, the immediate supervisor's recommended rating and the employee's self-appraisal, if any, shall be forwarded to the designated higher level official for review. Any changes in the recommended overall rating by the immediate supervisor or designee will be entered and noted in accordance with the Employer's regulations. Under no circumstances shall the rating be released to the employee until all reviews are completed. When the appropriate reviews are completed, the immediate supervisor or designee shall issue to and discuss the rating with the employee. The employee is encouraged to sign the rating. The employee's signature indicates receipt only, not agreement. The issuance of the rating shall be in private. The employee shall be allowed to freely express his/her views at the time of the performance rating and may do so in the appropriate block on the rating form or on an additional sheet. Any employee comments shall accompany and be maintained with the employee's appraisal until such time as the appraisal is disposed of in accordance with regulations.

#### Section 7. Ratings on Details/ Temporary Promotions

If an employee is detailed or temporarily promoted within a component of the Employer, and the detail or temporary promotion is expected to exceed 120 days, the employee shall be provided elements and standards as soon as possible, but generally no later than 30 calendar days after the beginning of the detail or temporary promotion. The employee must be rated on these elements and standards, and the summary rating will be considered by the immediate supervisor or designee in arriving at the employee's annual rating.

## Section 8. Unacceptable Performance

A. If, at any time during the performance rating cycle, an employee's performance in any critical element is determined to be unacceptable, the Employer will meet with and notify the employee in writing of the following:

1. The critical element(s) for which performance is unacceptable.

2. The standard(s) that must be attained in order to demonstrate acceptable performance.

3. The consequences of the employee's failure to improve to an acceptable level

4. Specific efforts to improve the employee's performance such as additional training, mentoring, or close supervision will be included and explained to the employee.

5. Permit an employee who wishes to raise a medical condition, which may have contributed to the performance deficiency to provide medical documentation.

6. The employee's right to Union representation.

7. The Employer will provide the employee a reasonable opportunity, commensurate with the employee's duties and responsibilities, to demonstrate acceptable performance. This period shall be reasonable, but not less than thirty (30) days.

B. At the end of the opportunity period the employee's performance will be reviewed. The employee will be advised of the results in writing.

C. If, at the end of the opportunity period, the employee has failed to improve in one or more critical elements, the Employer shall take appropriate action.

D. The application of performance elements and standards is grievable. An employee who receives an official rating may grieve in accordance with Article 33 of this Agreement.

## Section 9. Performance Awards

Decisions to grant performance awards will be made by the Employer. The amount of the award will be based on the rating of record, the level of accomplishment, and the availability of funds. The amount of the award will be set by the approving official. On a yearly basis, the Employer will provide the following information to the Union regarding awards:

- A. On or about April 20, a sanitized listing of all salaries of employees who share in the awards pool;
- B. On or about May 30, the amount of the awards granted to unit employees; and
- C. The amount of any augmentations to the awards pool, as available.

## **ARTICLE 26**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Union agrees to cooperate with the Employer in its program to provide equal opportunity in employment for all persons, to prohibit discrimination because of race, color, sex (to include sexual harassment), religion, age (40 years or older) national origin, disability (mental impairment or physical handicap), reprisal (participating in a protected EEO activity), or any other unlawful employment discrimination factors and to promote the full realization of EEO through a continuing affirmative employment program.

Section 2. The Employer will consider nominations from the Union when soliciting for collateral duty EEO counselors. The Union's nominee will be considered along with other nominees. The Union representative (officers, stewards, etc.) will not serve as a representative for bargaining unit complainants in connection with processing complaints of discrimination. Appropriate training shall be provided to those employees who are selected as collateral duty EEO counselors. Union officials who are not collateral duty EEO counselors may serve as a representative for complainants.

Section 3. The Employer will publicize to all employees and post at all times the names, business telephone numbers of EEO counselors and a notice of the time limits and necessity of contacting a counselor before filing an EEO complaint. Unit employees will be permitted the opportunity to consult with an EEO counselor without loss of pay or leave. The Union will be furnished a copy of EEO reports affecting unit employees.

Section 4. The Employer will consider nominations from the Union when soliciting for Special Emphasis Programs/ Diversity Council members (i.e., Federal Women's Program, Hispanic Employment Program, Black Employment Program, Native American-Alaskan Native Program, Asian-Pacific Islander Program, etc.). The Union representative (officers, stewards, etc.) selected as Special Emphasis Programs/ Diversity Council member will not serve as representative for complainants in connection with the processing of complaints of discrimination. Appropriate training will be provided those employees who are selected to serve on the Special Emphasis Programs/ Diversity Council.

Section 5. It is agreed that neither the Employer nor the Union shall interfere with, restrain, coerce, intimidate, or take reprisal action against any employee for appearing, testifying, or furnishing evidence in connection with an EEO complaint or grievance.

Section 6. A unit employee who feels that s/he has been subjected to unlawful employment discrimination may pursue the allegation either through the EEO complaint process or the negotiated grievance procedure, but not both. An election to proceed through the EEO process is indicated by contacting an EEO counselor. An election to proceed through the negotiated grievance procedure is indicated by the filing of a timely written grievance.

Section 7. Unit employees who initiate or file formal EEO complaints of discrimination must participate in the Agency's mediation process. Mediation is a fast, relatively inexpensive way to resolve disputes. The EEO mediation process uses a neutral third party known as a mediator to facilitate resolution of the dispute. The role of the mediator is to assist all parties to reach a voluntary resolution of the dispute. If the dispute is not resolved during the mediation conference, a settlement agreement will be issued. Should the dispute not result in settlement, the complainant retains the right to pursue the EEO complaint.

Section 8. The Employer and Union agree to formulate an EEO partnership by providing orientation, training and advice to unit members to assure their understanding of the equal employment opportunity policy and program.

## **ARTICLE 27**

### **CONTRACTING OUT**

Section 1. The Union recognizes that the final decision to contract out work is, and must remain, a management decision. The Employer agrees to abide by applicable Federal laws, rules and regulations with respect to contracting activities. However, any dispute concerning the application of OMB Circular A-76 shall only be subject to the appeals process contained in the Circular.

Section 2. The Employer agrees to give the Union the maximum advance notice of the intention and reasons for contracting out work performed by bargaining unit employees. The Union will receive such notice in sufficient time to meet and confer with the Employer prior to a final decision.

Section 3. The Employer will consider the views of the Union concerning work-studies of unit employees. The views of the Union will be provided to the Employer in a timely manner. Such consultation will take place prior to such action, and the Employer will give due co consideration to the Union's views on such matters.

Section 4. Performance Work Studies



The Employer agrees that the Union will be promptly notified when a performance work-study affecting unit employees commences. Consistent with procurement and conflict of interest requirements, any information available to the Employer concerning the study will be provided to the Union. Necessary time during working hours will be authorized without loss of pay or benefits to permit Union representatives to meet with the management officials conducting the performance work study for the purpose of making recommendations on behalf of unit employees.

Section 5. Nothing in this section precludes the Union and Employer from negotiating appropriate arrangements for employees impacted by a contracting out decision.

## **ARTICLE 28**

### **REDUCTION IN FORCE**

Section 1. The Employer will provide the Union with notice relating to a reduction in force which affects unit employees as far in advance as possible. The Employer agrees to provide the Union, upon request and if available, the number, title, series, and grade of positions to be eliminated, the proposed effective date of such elimination, and:

- A. A list of affected unit employees;
- B. Copies of RIF letters and other related correspondence when issued;
- C. Copies of relevant regulations for review.

Additionally, the Union may request the assistance of a personnel specialist in reviewing the retention register.

Section 2. The Employer agrees to make a reasonable effort to minimize the effect of a reduction in force upon employees in the bargaining unit through assignment to vacant positions, restrictions upon accessions, attrition, and retirement, where possible.

Section 3. A career or career-conditional employee who is separated through reduction in force will be referred for entry on appropriate re-employment lists for positions for which qualified and available in accordance with applicable regulations.

Section 4. The Employer will fully counsel employees affected by reduction in force in regard to their rights under existing statutes, regulations, and placement programs. All reduction in force actions will be carried out in strict compliance with applicable laws and regulations. Employees who are separated through reduction in force will be advised to contact

appropriate State employment agencies (i.e. employment offices) to determine benefits that may be available to them.

Section 5. The Employer will advise the Union as far in advance as possible, but normally not less than six (6) months, of any proposed change in equipment, material, and/or methods which may result in any reduction in the number of bargaining unit employees or results in a decrease in positions for members of the bargaining unit. Upon request by the Union, the Employer will promptly meet with the Union to discuss with the Union the potential effects of the proposed changes upon the work force. It shall be the responsibility of the Employer to provide the Union with full information regarding the effects of the proposed changes in order to determine the potential effects on the bargaining unit. The Employer will give due consideration to the Union's recommendations on the changes.

Section 6. The Employer agrees that when for any reasons technological changes take place that require additional knowledge and/or skill on the part of its employees, such employees will be given the opportunity to acquire any knowledge and skills necessary to retrain. The Employer agrees to furnish the necessary instructions during regular duty hours when available and practical, and employees will not suffer any loss of grade, base pay, or employment benefits during training. It is further agreed that employees affected by technological change shall be given first preference for retraining in accordance with their retention standing provided they have the basic knowledge for the retraining.

## **ARTICLE 29**

### **BENEFICIAL SUGGESTIONS AND INCENTIVE AWARDS**

Section 1. The Union agrees to assist the Employer in encouraging employee participation in the suggestion program.

Section 2. Upon receipt of an employee suggestion, the Employer will acknowledge receipt. Depending upon the nature of the suggestion, the time frame for processing may vary. The Employer will keep the employee aware of the status of his/her suggestion.

Section 3. The Employer will post all relevant information necessary to inform bargaining unit employees of the OSD Beneficial Suggestion Program. The Chief Steward will be provided a supply of suggestion forms and will deliver completed forms to the OSD suggestion program coordinator.

Section 4. The evaluation of a suggestion not recommended for adoption will be provided to the employee. The employee may request reconsideration of a rejected suggestion.

Section 5. The Employer agrees to consider employees fairly and without regard to grade level for awards when it determines they meet the award criteria. Employees will be informed of approved awards in a timely manner.

Section 6. No percentage limit will be used as a bar to a deserving employee receiving an incentive award.

### **ARTICLE 30**

#### **FINANCIAL RESPONSIBILITY**

Section 1. The Employer and the Union agree that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just, one which has been reduced to a judgment by court means, or one which has been imposed by law such as federal, state or local taxes. In the event of a dispute as to the validity of a debt between an employee and a creditor, the Employer will not undertake to determine the validity of the disputed debt.

Section 2. The Employer shall designate a responsible official whose duties will include confidential discussions, if necessary, with employees concerning debt complaints.

Section 3. When the Employer receives a written complaint, the responsible official will contact the employee referenced in the complaint. An employee involved in a complaint will be requested to record on an Agency designated form one of the following actions:

- A. Dispute the validity or amount of the indebtedness;
- B. Admit the indebtedness and make arrangements to pay creditor;
- C. Specify previous arrangements already made.

### **ARTICLE 31**

#### **CHILD CARE**

Section 1. The Employer agrees to support all efforts to develop child care services to meet the needs of working parents.

Section 2. The Employer recognizes that, at times, employees may need to be absent from duty to care for a child. Use of scheduled or unscheduled (emergency) annual leave to care for a child shall not reflect negatively on an employee's performance rating.

### **ARTICLE 32**

#### **DISCIPLINARY AND ADVERSE ACTIONS**

## Section 1. Policy

When an employee's conduct or capabilities do not promote the efficiency of the Federal service, disciplinary or adverse actions are to be initiated promptly by the Employer. The parties agree that disciplinary actions and adverse actions must be based on just cause and consistent with applicable laws and regulations governing such actions. The Employer will not restrain, interfere with, coerce, or discriminate against any employees who exercises his/her right to representation. The Employer must apply a standard of nexus, in accordance with law, rule, or regulation, to any action based on an employee's off duty misconduct.

## Section 2. Definitions

A. Adverse actions are suspensions of more than fourteen (14) days, reductions in grade or pay, furloughs of 30 days or less, and removals as defined in Chapter 75 of Public Law 95-454.

B. Disciplinary actions are letters of warning, reprimands and suspensions of fourteen (14) days or less.

C. Letters of Warning are considered temporary records. The supervisor retains a copy of the Letter of Warning, and it is not included in the employee's official personnel folder. Reference to the Letter of Warning may be cited in a related action that occurs within nine (9) months of issuance as evidence that the employee was informed of the seriousness of the offense and of possible future disciplinary action.

D. Letters of Reprimand may be made a part of the employee's official personnel folder and shall be removed after twelve (12) months. However, at the discretion of the issuing office, Letters of Reprimand may be expunged from personnel folders at an earlier date if so desired. When a letter is removed, the offense will not be used to support any future disciplinary or adverse action.

## Section 3. Non-disciplinary matters

Counseling discussions and letters of requirement are not disciplinary matters. Such methods are designed to bring to the attention of the employee a violation, or potential violation of rules of conduct, regulations, work practices, or other matters. Employees should be advised that future violations may lead to disciplinary action. Counseling employees concerning a violation of rules of conduct and regulations shall be in private and documented.

## Section 4. Representation

Prior to making a determination as to whether or not disciplinary action or adverse action is to be proposed, the immediate supervisor may discuss the matter with the employee concerned. The employee may request and will be permitted Union representation at

any such discussions, provided that the employee reasonably believes that disciplinary action may result. Employees may have Union representation at all discussions and inquiries subsequent to the employee's receipt of, and pertaining to, a notice of proposed disciplinary action at which the employee is in attendance.

#### Section 5. Proposal Notices

A. When the Employer issues a notice of a proposed disciplinary or adverse action, the employee will be given an additional copy of the proposal notice, so that at his/her option the employee may give a copy to the Union.

B. The notice shall inform the employee of the following:

1. The reason for the proposed action,
2. The time limits for response, either orally or in writing or both, will normally be ten (10) calendar days for disciplinary actions and twenty (20) calendar days for adverse actions, unless the action is taken under the crime provision (5 CFR, Section 752.404).
3. The right to representation, including the right to a reasonable amount of official time to review the material relied on to support the action,
4. The official responsible for receiving the response, and
5. That the employee will be notified in writing of the final decision.

#### Section 6. Decision Notices

A. The notice of decision in any disciplinary action or adverse action will normally be rendered within fifteen (15) calendar days after the employee's time to reply has expired. The parties understand and agree that a careful, considered decision takes precedence over arbitrary time limits.

B. The decision notice shall:

1. Be signed by the deciding official,
2. Be based on the reasons specified in the notice of proposed action,
3. Indicate that the employee's response, if any, was considered, and

4. Advise the employee of their appropriate grievance and appeal rights.

C. When the Union has been designated as the employee's representative, it will be provided a copy of the decision notice.

#### Section 7. Reductions in Grade

An involuntary downgrading of an employee for disciplinary reasons will be discussed with the employee if possible. The employee may request, and receive, Union representation during such discussions. The employee will receive proposal and decision notices in accordance with Sections 5 and 6 of this Article. Other actions involving involuntary downgrades will be accomplished in accordance with applicable laws and regulations. In such cases employees will be advised of their appropriate grievance or appeal rights.

#### Section 8. Non-Restraint

Supervisors shall not impose any restraint, interference, coercion, or discrimination against employees in the exercise of their right to have representatives for the purpose of prosecution of grievances from disciplinary actions and appeals from adverse actions. Employees shall not be reassigned solely for the purpose of punishment. Employees who believe that a proposed reassignment is for disciplinary reasons may request a letter explaining the reasons for the reassignment.

#### Section 9. Grievances

Grievances concerning any disciplinary or adverse action shall be initiated with the official who decided the action. This provision shall not be construed to extend the steps of the grievance procedure.

### **ARTICLE 33**

#### **GRIEVANCE PROCEDURE**

Section 1. A grievance is any complaint by a unit employee concerning any matter relating to the employment of the employee; or by the Union concerning any matter relating to the employment of any employee; or by any employee, the Union, or the Employer concerning:

A. The effect or interpretation, or claim of breach of this agreement;  
or

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

This procedure shall be the exclusive procedure available to the Union and employees for the resolution of all grievances. Questions that cannot be resolved by the

Employer and the Union as to whether or not a particular grievance is subject to the negotiated grievance procedure or subject to arbitration may be referred to an arbitrator for determination. Such disputes of grievability or arbitrability may be referred to arbitration as the threshold issue in the related grievance.

Section 2. The following matters are excluded from the grievance procedure:

- A. Any allegations concerning prohibited political activities;
- B. Retirement, life insurance, and health insurance;
- C. Suspensions or removals for national security reasons;
- D. Examinations, certifications, or appointments;
- E. The classification of any position which does not result in a reduction of the grade or pay of an employee;
- F. Separations of probationary or trial period employees; and
- G. Separations of temporary employees on appointments of 180 days or less consistent with applicable statutes.
- H. Reduction in Force

With respect to adverse actions, EEO complaints, or unacceptable performance, an employee may elect the grievance procedure or the appropriate statutory procedure (that is a complaint to the Equal Employment Opportunity Commission or appeal to the Merit Systems Protection Board), but not both. The employee will have exercised that option when a grievance, EEO complaint, or appeal has been filed within applicable time limits.

Section 3.

A. Employees may present their own grievance under this procedure, provided the Union has been given the opportunity by the Employer to be present during the grievance proceeding.

B. Employees may not be represented under this procedure except by a representative(s) designated or approved by the Union.

Section 4. A grievance must be initiated within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. The time limit will begin to run when either the Union or employee has knowledge of the incident. Any grievance failing to comply with this time limit will not be presented or considered at a later date.

Section 5. Employee-initiated grievances or Union-initiated grievances will be submitted in writing in accordance with the following steps and will contain, as a minimum, the following information:

- A. The issue or occurrence giving rise to the grievance,
- B. The provision(s) of this agreement alleged to have been violated, if applicable,
- C. Relevant evidence and information,
- D. The personal relief requested,
- E. Whether a meeting is requested, and
- F. Whether witness statements will be oral or in writing. Statements of witnesses will receive the same consideration as oral testimony. At the request of either party, a meeting should be held to discuss the grievance during any step(s) of the grievance procedure, provided that A through F above have been met.

Step 1. An employee/representative will first present the grievance to the immediate supervisor. The supervisor will review the grievance. The supervisor will provide a written response within fifteen (15) calendar days of receipt of the grievance.

Step 2. If the employee/representative is not satisfied with the decision at Step 1, s/he may seek further consideration of the grievance by submitting the grievance to the general foreman, or designee other than the individual in the preceding step, within fifteen (15) calendar days of receipt of the Step 1 decision. The general foreman, or designee (other than the individual in the preceding step), will make an appropriate inquiry into the facts and provide a written decision within 15 calendar days of their receipt of the grievance.

Step 3. If the employee/representative is not satisfied with the decision at Step 2, they may seek further consideration of the grievance by submitting the grievance to the appropriate Manager within fifteen (15) calendar days of receipt of the Step 2 decision. The Manager, or designee (other than the individual in the preceding step), will make an appropriate inquiry into the facts and provide the written decision of the organization within fifteen (15) calendar days of receipt of the grievance.

Section 6. Failure of the Employer to meet the time limits prescribed above shall permit the employee/representative to move the grievance to the next step of the procedure. Failure of the employee/representative to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. Either party may request, in writing, an extension of the time limits prescribed above for valid reasons, such as receipt of requested information. Subsequent extensions shall be made by mutual consent.

Section 7. A like grievance involving the same basic issue(s) by a group of employees who elect Union representation may be processed as a single grievance consistent



with Section 5 above. The Union may select one such employee as the principal grievant and the decision will be binding on all such grievants. This Section is not applicable to employees who exercise their statutory appellate rights.

Section 8. If the Employer's decision at Step 3 is unsatisfactory, the Union may invoke the arbitration procedures in Article 34, within fifteen (15) calendar days.

Section 9. Employer-initiated grievances shall be filed by the appropriate Manager with the Union's Business Representative. If the decision is unsatisfactory, the Employer may invoke the arbitration procedures contained in Article 34.

Section 10. The Parties agree that the Union may file a grievance at the lowest level of the chain of command empowered with the authority to grant the remedy or resolve the grievance. This section does not extend the steps of the grievance procedure.

## **ARTICLE 34**

### **ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be submitted to binding arbitration. Arbitration can only be invoked by the Union or the Employer. Any notice of arbitration proceeding will be served upon the party within fifteen (15) calendar days after issuance of the final decision on the grievance.

Section 2. Within ten (10) calendar days from the date of the request for arbitration, either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties normally meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the employer and the Union will each strike out an arbitrator's name from the list of five (5) and then repeat the procedure. The remaining person shall be the arbitrator. Who has the first strike will be decided by a flip of the coin.

Section 3. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. The arbitrator will have no authority to add to, or subtract from, disregard, alter, amend, or modify any of the terms of this agreement or published Agency policies and regulations.

Section 5. The arbitrator's expenses and hearing costs shall be borne equally by the Employer and Union. The arbitration hearing may be held on the Employer's premises during the regular day shift hours of the basic workweek, Monday through Friday. All participants in the

hearing shall be in duty status, to the extent they would otherwise be in one. If a transcript of the proceedings is made, the cost shall be assumed in the following manner:

A. If only one party desires a copy, that party will assume the full cost of the transcript.

B. If both parties desire a copy, at any stage of the process, they will share equally the full cost of the transcript.

Section 6. The arbitrator will be requested to render his decision as quickly as possible but in any event not later than 30 days after the record is closed.

Section 7. The arbitrator's decision shall be binding on the parties except that either party may file exceptions to a decision with the Federal Labor Relations Authority under regulations prescribed by the Authority. If the arbitrator's decision is appealed to the Authority, the implementation of that decision will be delayed until the Authority renders its decision.

Section 8. Any dispute over the interpretation and/or application of the arbitrator's decision shall be returned to the arbitrator for clarification and/or settlement.

## **ARTICLE 35**

### **DURATION AND CHANGES**

Section 1. This Agreement, as executed by the parties, shall remain in full force for a period of three (3) years from the date of its approval, except that not more than 105 days nor less than sixty (60) days from the anniversary date either party may serve notice on the other that they wish to modify the Agreement. Negotiations shall start within thirty (30) days after receipt of such notice. It is further agreed that this Agreement shall remain in effect in its entirety until negotiations of such modifications are completed and final approval is obtained. If neither party serves notice to re-negotiate this Agreement, the Agreement shall automatically be renewed for one year periods. Further, it is provided that this Agreement shall terminate any time it is determined that the Union is no longer entitled to exclusive recognition under Public Law 95-454. On the request of either party, the parties shall meet to commence negotiations on a new Agreement on the sixtieth (60th) day prior to the expiration date of this Agreement, or on the first work day following that date if it should fall on other than a work day.

Section 2. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

A. Amendment(s) may be required because of changes made in applicable laws, Executive Orders, or published agency regulations after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, Executive Orders, or regulations. Such

amendment(s) as agreed to will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

B. It may be opened for amendments(s) by the mutual consent of both parties at any time after it has been in force for at least twelve (12) months. Requests of such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

C. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation, or instruction upon which each amendment request is based. The parties shall meet within thirty (30) calendar days after receipt of such request to open negotiations on such matter(s). No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction and discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3. Only the parties to this Agreement can alter, modify, or waive the terms or conditions to this Agreement contained herein.

Section 4. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.

Section 5. The Union Business Representative will notify the Employer when the agreement has been ratified by the membership. Upon receipt of such notification the Employer shall forward the agreement for Agency head review. The effective date shall be no later than thirty (30) days after forwarding for Agency head review.