

AGREEMENT

Between

AJCC-SITE R

And

**THE NATIONAL FEDERATION
OF FEDERAL EMPLOYEES
LOCAL 1153**

IS A REVISION OF AGREEMENT - KAVEN ROCK MOUNTAIN

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PREAMBLE

Pursuant to Title VII, Civil Service Reform Act, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the U.S. Army Garrison, Fort Detrick, Frederick, Maryland; the 1111th U.S. Army Signal Battalion at Site R, Pennsylvania, and the Alternate Joint Communication Center at Site R, Pennsylvania, hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Local 1153, hereinafter referred to as the UNION, for the employees in the Unit described below, hereinafter referred to as the EMPLOYEES.

This agreement is entered into under the authority of Title VII, Civil Service Reform Act, Code of Federal Regulations, and pursuant to the Certificate of Representative, dated December 9, 1998.

Whereas the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

NOW, THEREFORE, the Parties hereto, intending to be bound hereby, agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

Section 1 - Recognition: The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2 below, and the Union recognizes its responsibility to represent all unit employees in accordance with the Union's bylaws and applicable Federal laws, rules, and regulations for as long as the Union continues as the exclusive representative of such employees.

Section 2 - Unit: The unit to which this agreement is applicable is composed of all appropriated fund non-supervisory employees of the 1111th U.S. Army Signal Battalion, and the U.S. Army Garrison, Fort Detrick, located at Site R, PA, except supervisors, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and all others excluded by 5 USC Chapter 7112(b)(2)(3)(4)(6) and (7).

ARTICLE 2
RIGHTS OF THE UNION AND THE
EMPLOYER

No rights of the Union or Employer shall be abridged by the fact they are not included in this basic agreement.

ARTICLE 3 DEFINITIONS

DEFINITIONS: The following definitions of terms used in this agreement shall apply:

a. **Dispute:** A disagreement between representatives of the Employer and the Union on the interpretation or application of the terms of the basic agreement and existing Fort Detrick, and Site-R regulations.

b. **Consultation:** Oral or written discussion between representatives of the Employer and the Union for the purpose of obtaining the Union's views when formulating policies and matters of concern to employees of the unit.

c. **Grievances:** A complaint of dissatisfaction and a request for adjustment of a management decision or some aspect of the employment relationship or working conditions, but within the control of the Employer and which involves the interpretation or application of this agreement.

d. **Impasse:** The inability of the Employer and Union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

e. **Negotiation:** Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions which affect morale, and personnel policies and practices with objectives of arriving at a formal agreement.

f. **Emergency Situation:** An emergency situation is one which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

g. Key civilian personnel: Employer-designated civilian personnel required to support preparation for war, operations, contingencies, and emergencies at the AJCC-Site R.

h. Union Official: Any accredited National Representative of the Union, the duly elected officers of the Local, and shop stewards appointed in accordance with the provisions of this agreement.

i. Amendment: Modification to the basic agreement to add, delete, or change portions, sections, or articles of the agreement.

j. Authority: Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

k. Day: Calendar day unless stated otherwise.

l. Adverse Action: An adverse action, for the purpose of appeal to the Merit Systems Protection Board, is a removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less. For all other purposes, an adverse action will be considered to be any disciplinary action which adversely or negatively impacts an employee.

m. Confidential Employee: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

n. Employer: The Federal Government acting through the Signatory Authorities to this agreement.

o. Negotiability Dispute: A disagreement between the parties as to the negotiability of an item.

p. Collective Bargaining: Collective bargaining means:

(1) The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and;

(2) To execute, if requested, by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this definition does not compel either party to agree to a proposal or to make a concession.

q. Mid-Contract/Impact Bargaining: Mid-contract/impact bargaining is the right of the Union to negotiate during the life of the contract on all matters appropriate for discussion.

r. Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters -

(1) relating to prohibited political activities;

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by Federal statute.

s. Weather Essential Employees: Employer-designated key civilian employees required to provide essential services and/or operations for contingency, wartime and/or emergencies.

ARTICLE 4
EFFECTIVE DATE, TERM AND
AMENDMENT

Section 1 - The effective date of this agreement will be:

a. The date of its approval by the Department of Defense, Civilian Personnel Management Service, or;

b. The 31st day following the date of execution of the agreement if approval or disapproval action has not been taken before then. Any notice of disapproval of portions of this agreement based on conflict with law, published policy or regulation which is served in writing on the Union within 30 days of the execution date must be resolved before this agreement may be approved.

Section 2 - It shall renew automatically for yearly periods after the fifth year unless either party shall notify the other party, in writing, not more than 105 days or less than 60 days prior to the termination date. The party requesting negotiations will submit proposals in writing within 30 days of serving notice of intent to negotiate. The responding party will submit counterproposals in writing within 45 days of receiving the requesting party's proposals. Negotiations will begin on a date mutually agreed to by both parties, but in no event later than 60 days after presentation of counterproposals. In the event of failure of the respondent party to submit a counterproposal within the 45 day period herein provided, the existing labor-management agreement shall be considered as having been filed as said party's counterproposal. This notice must be acknowledged, in writing, by the other party, promptly upon receipt.

Section 3 - Automatic extension. If renegotiation of the Agreement is in progress but not completed upon expiration of the Agreement, the Agreement is automatically extended until a new Agreement takes effect.

ARTICLE 5 UNION RIGHTS

Section 1 - Representation: 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 representative concerning any grievance or any personnel policy or practice 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.

c. The Employer agrees to respect the rights of the Union by giving the Union the opportunity to negotiate prior to implementation of any new policies affecting conditions of employment of employees in the unit.

Section 2 - Union Representation Under the Negotiated Grievance Procedure: The Union has the exclusive right to represent employees in presenting grievances over the interpretation and application of this Agreement at all levels of supervision. No representative other than the Union may be used unless both Union and Employer mutually agree. For reasons of privacy, an employee or group of employees may represent himself/herself/themselves in presenting a grievance, provided the Union is given the opportunity to be present at any adjustment which will affect more than one member of the bargaining unit or will affect working conditions, personnel policies or practices. The adjustment must be consistent with the terms of this Agreement. Unless the employee objects, the employee will provide a written copy of the decision to the Union.

Section 3 - Union Representation Under Statutory Appeal Procedures: The Union may represent an employee or group of employees in presenting appeals under statutory appeals procedures, provided the appellant(s) has/have designated the Union representative in writing.

Section 4 - Official Time: Union officers and stewards will be granted official time, to conduct their necessary representational duties in the administration of this contract, as explained in this article. Union officers and stewards may use a cumulative total of 1250 hours per annum of official time for representational functions, including attending training sessions that are mutually beneficial. These sessions are primarily designed to orient and brief employees in matters concerning basic statutes, regulations and agency policies, negotiated agreements affecting working conditions, and personnel policies, practices, and procedures. When 1250 hours have been used, the parties may, by mutual agreement, negotiate additional official time for union stewards. Union officers, defined as the President, Vice President, Secretary, Treasurer, and Chief Steward, may use a sufficient amount of official time for representational functions. Official time for preparation of proposals for negotiation of the successor contract to this agreement may be used, based on need and circumstances. The Union office may be staffed for four hours each week for representational duties. The union will provide management the name and time its representative will staff the union office at least two weeks in advance of the office schedule. Subject to supervisor approval, the union may select a substitute representative should the primary representative become unavailable. Contract administration functions include, but are not limited to:

(1) Reviewing Management's proposal concerning negotiations and changes in policies, practices, and matters concerning working conditions;

(2) Performing representational duties and functions as specified in this agreement;

(3) Receiving, preparing, reviewing and presenting grievances;

(4) Handling complaints, such as FLRA, MSPB, EEO, and GAO;

(5) Preparing reports required by 5 U.S.C. 7120(c), and

(6) Contacting other Union officials regarding the aforementioned functions.

Section 5 - Union Officials in Off-Duty Status: Under the provisions of this Agreement, Union officials may be granted official time for representational duties/functions only when they are otherwise in a duty status. Union officials will not be recalled to duty for representational purposes nor will their duty day be extended beyond its scheduled end for the purpose of providing them compensation for discharging their representational duties/functions. Management will consider extending other time limits covered in this agreement if union representation is unavailable.

Section 6 - Procedures for Official Time: A Union representative using official time will inform his/her supervisor of the approximate length of time needed and the location where the representative will be for representational functions. If the representative cannot be released immediately due to work-related reasons pertaining to mandatory short-term coverage and/or the critical mission of the functional area, the representative will be released as soon as the mandatory work requirement is met or other appropriate arrangements are made. If a delay in releasing a representative for representational functions involves a situation with a contractual time limit, the time limit will be extended equal to the delay. When performing representational functions with employees at other work sites, the Union representative will notify the activity head or the immediate supervisor before visiting an employees). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee. The Union representative and his/her supervisor/management official will jointly complete the "Official Time Usage Form," and submit it to CPAC, Attention: MER.

Section 7 - Stewardship: To provide proper representation coverage, the Union will elect a chief steward and appoint stewards in the various organizations having employees in the unit. The Union will supply the Employer, in writing, a current list of stewards and officers.

Section 8 - Internal Union Business: The Parties agree that internal union business, such as soliciting membership, collecting dues, election of Union officials and attending Union meetings, will be conducted during the non-duty hours of the employees involved. Work load permitting, Management will offer shift workers the opportunity to attend Union meetings (which may be scheduled on their duty time, but which are scheduled on the off-duty time of regular day shift workers) by electing to take annual leave or leave without pay. Upon request the Union will be granted authority to conduct two membership drives of up to 15 days duration per year, before and after duty hours and at lunch

periods. Facilities will be provided for this purpose by the Employer upon written request from the Union.

ARTICLE 6 EMPLOYEE RIGHTS

a. An employee shall have the right, freely and without fear of penalty or reprisal, to organize or join or to refrain from joining any lawful employees' organization. No interference, restraint, coercion, or discrimination shall be practiced within the unit by the Employer to encourage or discourage membership in any employee organization.

b. The Employer shall not discipline or discriminate against any employee because he/she has filed a complaint or given testimony under Title VII of the Civil Service Reform Act.

c. No employee, regardless of employee organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the agency. Employees have the right to choose their own representative except in the case of grievance or appeal procedures negotiated herein.

d. Employees will be given a reasonable opportunity to secure union representation at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. Management will provide employees annual notification of the above right to representation, and will permanently post a copy of the annual notification on bulletin boards. During in-processing Management will provide employees a copy of the annual notification and a copy of the negotiated agreement with the location and telephone number of the union office.

e. An employee may request reassignment at any time. Management will provide the employee a written response within 30 days of receiving the employee's request.

f. Employees have the right to confidentiality during counseling. This excludes on the spot safety corrections, mentoring and coaching. Employees' personnel records and documents of a personal nature shall be kept reasonably secure and locked. When circumstances permit, supervisors will counsel employees in settings that reasonably protect confidentiality.

g. Locally maintained personnel records will be maintained and destroyed in accordance with governing regulations. Documents which are removed from personnel records will be returned to employees, or disposed of properly if security requirements preclude return to the employee.

h. Performance appraisals. Union officers and appointed stewards will not be adversely rated because of time spent on authorized Union activities.

i. Employees with temporary appointments/details of less than 120 days will receive a brief written narrative upon termination of their temporary employment if requested by the employee.

j. Management will inform an employee of his/her right to union representation at the beginning of any meeting in which the purpose is to pursue an adverse or disciplinary action.

k. The Employee has the right to conduct his/her private life as he/she deems fit. Employees shall have the right to engage in outside activities and undertakings of their own choosing, not in violation of law or regulation. The Employer will not coerce nor, in any manner, require employees to invest their money in activities, meetings or undertakings not related to their performance of official duties.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1 - Governing Regulations: In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations, by published agency policies and regulations in existence at the time this agreement is approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 2 - Rights Retained: The Employer retains the right, in accordance with applicable laws and regulations:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and

b. In accordance with applicable laws--

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

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which 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 source according to statute; or

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3 - Nonabridgment: The provisions of this article shall not nullify or abridge the rights of employees or the union to grieve or appeal the exercise of the management rights set forth in this article through appropriate channels.

ARTICLE 8
USE OF OFFICIAL FACILITIES AND
SERVICES

Section 1 - Union Office: The Employer agrees to provide for the Union's use a separate Union office. The employer does not have a dedicated meeting room for the Union; however, if reasonable notice is given, it will make a room available for the union's use. The Union shall be responsible for the suitable use and care of the Union office.

Section 2 - Information Services: The information services of the Employer, including a Black Switch CONUS telephone, mail, electronic mail and web services, will be available for use by the Union for representational purposes and official communications between Union officials, employees and the Employer. The use of these services will be subject to Government communications policies. The employer will list the telephone number of the Union office in the Site-R Telephone Directory.

Section 3 - Library Use: Use of Employer library facilities at Fort Detrick, for representation and negotiations research will be available to the Union.

Section 4 - Reproduction Services: The Employer, when feasible, will provide to the Union duplicating machine services. The Union will furnish all paper.

ARTICLE 9
UNION-MANAGEMENT COOPERATION

Section 1 - General: The Employer and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of materials, supplies and equipment; the improvement in quality of workmanship and service; the maintenance of effective supervisor-employee communications; the judicious use of sick leave; the correction of conditions making for grievances and misunderstandings; the encouragement of courtesy in relations with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morale in the service. The employer will make reasonable effort to recognize all employees fairly and equitably.

Section 2 - Labor-Management Partnership: The parties agree to cooperate to improve the efficiency and productivity of Site-R operations. To this end, the employer and the Union will promote forums that promote constructive dialogue. These discussions may include the number, types, and grades of employees or positions; work projects; assignment of work, or tours of duty; and technology, methods and means of performing work. The goals of these forums are to foster mutual trust, and the parties will make every effort to reach agreements that address the interest of both parties. This will be accomplished through interest-based bargaining that revolves around consensus decision-making. The parties further agree that they may discuss concerns dealing with mission, budget, organizational structure, and internal security practices and the Union's views on these matters are encouraged.

ARTICLE 10
MATTERS APPROPRIATE FOR
NEGOTIATION

Section 1 - Negotiation: Matters appropriate for negotiation and consultation between the parties are policies and practices relating to the conditions of employment of employees in the unit. The scope of negotiations includes, but is not limited to, such matters as:

- a. Promotion plans, including details and re-promotions
- b. Pay practices
- c. Leave and vacation schedules
- d. Training programs, including on-the-job and off-the-job
- e. Scheduling of tours of duty, shift assignments, etc
- f. Appropriate arrangements for employees affected by the impact of realignment of work forces or technological change
- g. Scheduling of work hours and meal periods
- h. Grievance procedures
- i. Reduction in force practices
- j. Employee services
- k. Dues deductions
- l. Safety practices and use of facilities
- m. Quality-of-life services

Section 2 - Consultation: The employer agrees to consult with the Local at least 7 days before implementing or changing any policy or program pertaining to matters that are regulatory and which the employer believes nonnegotiable.

Section 3 - Notice: Either party desiring or having a requirement to consult with the other shall give timely notice to the other party. Such notices shall include a statement of the subject matter to be discussed.

Section 4 - Representatives: Representatives of the Union and the Employer shall make themselves reasonably available and maintain an "open door" policy toward the representatives of the other party for purposes of negotiation and consultation.

Section 5 - Negotiability Disputes: When the Union requests to negotiate over a matter which the Employer considers to be nonnegotiable, the Employer will, upon request, provide the Union a written statement explaining the Employer's rationale for the determination. The Union may then appeal that determination to the Federal Labor Relations Authority for resolution.

Section 6 - Past Practices: Privileges of employees, which by custom and tradition known by the Union and Management become an integral part of working conditions, shall remain in effect unless modified through negotiations.

Section 7 - Midterm/Impact Bargaining Procedures:

a. In the event the Employer initiates a change in conditions of employment as defined in Article 3, which does not involve the exercise of a reserved management right, the following procedures shall apply:

(1) The Employer shall notify the Union 14 days or more prior to the planned implementation date of the proposed change. If the Union desires to negotiate concerning such proposals, they must so notify the Employer, in writing, within 14 days of the date on the advance written notice, to include any counter-proposals the Union wishes to negotiate. Failure of the Union to reply within 14 days will constitute approval of the proposed changes.

(2) Upon timely request by the Union, the parties shall enter into good faith bargaining with a view toward reaching an agreement.

b. In the event the parties become engaged in a negotiability dispute or impasse has been determined by the Federal Mediation and Conciliation Service, either party may seek the services of the Federal Services Impasses Panel, the Federal Labor Relations Authority or alternate dispute resolution methods.

c. Where a change in conditions of employment results from the exercise of a reserved management right, the following procedures shall apply with regard to negotiations concerning the impact and implementation of those changes with respect to the procedures which management officials of the agency will observe in exercising Management's reserved rights, or appropriate arrangements for employees adversely affected by the exercise of Management's reserved rights by Management officials:

(1) The Employer shall notify the Union as soon as feasible, but no less than 14 days before the planned implementation date. The Union shall give the Employer its counter-proposals and request to bargain before the planned implementation date. A non-response from the Union constitutes approval to the proposed plan.

(2) Upon timely request by the Union, the Employer shall promptly enter into good faith negotiations regarding the impact and implementation of the proposed changes with a view toward reaching an agreement.

(3) If agreement has not been reached on impact and implementation by the planned implementation date, the Union agrees that the Employer may implement its last best offer; however, the Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasses by the Federal Service Impasses Panel or mutually agreed upon dispute resolution methods. The Employer further agrees to retroactively apply (as may be practical) any procedures for implementation and appropriate agreements for employees adversely affected, which are negotiated by the parties or imposed upon them by the Panel.

ARTICLE 11
IMPASSES

When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve the dispute. Either or both parties may seek the service of the Federal Mediation and Conciliation Service, or a mutually agreed upon resolution method.

When the services of mediating do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel, which may direct other methods for resolution of the impasse.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1 - Common Goal:

a. The Union and the Employer recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. In this regard, an aggrieved employee, prior to initiating a grievance will be required to utilize his/her immediate supervisor in an effort to reach a solution. The use of this procedure will be a prerequisite to contacting a Union representative regarding either an informal or formal grievance.

b. An employee who has tried unsuccessfully to resolve his/her complaint with his/her supervisor, in accordance with Article 12., Section 1a, may be allowed a reasonable amount of official time, if otherwise in a duty status, to meet with the appropriate Union representative to secure advice on his/her rights and privileges in connection with his/her grievance.

Section 2 - Application: A grievance may be undertaken by an employee or group of employees. This procedure shall be the exclusive procedure available to the parties and the employees in the unit for resolving grievances that fall within its coverage. The Union shall be the exclusive representative of any employee or group of employees who use this procedure and elect to be represented. However, any employee or group of employees in the bargaining unit may present grievances to the Employer on their own behalf and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment. The employer will provide the Union a copy of any written correspondence provided to management. Any grievance not satisfactorily settled under the negotiated procedure shall be subject to binding arbitration, which may be invoked by either the Union or the Employer. Employee representatives shall be unimpeded and free of coercion, discrimination, or reprisal in exercising their rights to present a grievance.

Section 3 - Representation: If an employee has elected Union representation, he/she must provide the Employer a written designation of representative, which names the representative and authorizes management to release information which would otherwise be protected by the Privacy Act to the representative in the exercise of his/her representational functions.

Section 4 - Scope:

a. This negotiated grievance procedure shall apply to any employee concerning any matter relating to his/her employment; to the Union concerning any matter relating to the employment of any employee; or to an employee, the Union, or the Employer concerning:

(1) The effect or interpretation or a claim of breach of the collective bargaining agreement.

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

b. It does not apply to:

(1) Non-selection from a properly constituted list or certificate of candidates.

(2) Any matter which is currently under review by the Merit Systems Protection Board (MSPB).

(3) A preliminary warning notice of an action that, if effected, would be covered under the grievance procedure, or the appeals process of the MSPB.

(4) An action which terminates a temporary promotion and--

(a) Returns the employee to the job from which he/she was temporarily promoted, or

(b) Reassigns or demotes the employee to a different job that is not at a lower grade or pay than the job from which the employee was temporarily promoted.

(5) The content of objectives and /or individual performance standards of an employees performance plan, unless they are known to be illegal.

(6) Granting or not granting a cash award or an honorary award. Adopting or not adopting a suggestion or invention.

(7) Relief from which the grievant will not personally benefit.

(8) Separation of probationary and temporary hires who are terminated prior to the not-to-exceed date on their Standard Form (SF-50). The Union will be notified of such action.

(9) The return of an employee from an initial appointment as a supervisor or manager to a non-supervisory or non-managerial position for failure to satisfactorily complete the probationary period.

(10) An action covered by AR 380-67, Personnel Security Program.

(11) An action taken according to the terms of an agreement voluntarily entered into by an employee that either assigns the employee from one geographic location to another or displaces an employee due to the return of another employee to an obligated position.

(12) Any matter pertaining to the release of information and records from Army files or the Army Privacy Act Program covered by AR 25-55, The Department of the Army Freedom of Information Act Program or DA Pamphlet 25-51, The Army Privacy Program - System Notices and Exemption Rules.

(13) Any matter subject to final administrative review by the Office of Personnel Management or the Equal Employment Opportunity Commission.

(14) Any claimed violation relating to prohibited political activities.

(15) Retirement and life or health insurance.

(16) A suspension or removal for national security reasons.

(17) An examination, certification or appointment.

(18) Classification of any position which does not result in the reduction in grade or pay of an employee.

(19) A grievance or complaint decided by other than the negotiated grievance procedure.

c. Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a grievance on the matter in accordance with this agreement.

Section 5 - Questions of Grievability: In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended, to include this issue. The Employer agrees to raise the question of grievability/arbitrability of a grievance prior to the time limit for the written decision in Step 3 of the procedure. Disputes of grievability/arbitrability shall be referred to arbitration as a threshold issue in the related grievance. When a threshold issue has been identified, the Union and Employer agree to divide the issues. The threshold issues will be resolved before the merits of the case are considered.

Section 6 - Negotiated Grievance Procedure: The following procedures are established for the resolution of grievances:

a. Step 1. (Informal Procedure.) The employee or his/her union representative, shall present the grievance to the first-line supervisor, orally or in writing, within 15 days after unsuccessfully attempting resolution of the disagreement, in accordance with the procedures in Article 12, Section 1b. If the supervisor's actions/decisions are the proximate cause of the grievance, the next supervisory level may be utilized in an effort to reach a solution. A decision will be given to the initiator of the grievance within 10 days from the presentation of the grievance. If the grievance was presented orally, the decision will be given orally, and if the grievance was presented in written form, the decision will be in writing. Management will inform the employee if relief is not granted and to whom he/she may refer a formal grievance.

b. Step 2. (Formal Procedure.) If the employee is dissatisfied with the decision reached through the informal stage, the grievance will be reduced to writing and submitted as a formal grievance within 14 days after the receipt of the decision in the informal stage. The grievance shall be submitted to the lowest level management with the authority to act. This normally will be at the directorate level. The management official will render a decision to the initiator of the Step 2 grievance in writing within 10 days. The grievance will contain, as a minimum:

(1) A statement of the grievance.

(2) A statement that the immediate supervisor was utilized to resolve the problem prior to submitting the grievance.

(3) A statement of the remedial action or relief sought.

(4) Evidence (documentary, if available) to support the grievance.

(5) The aggrieved employee's summary of the results of the discussion of the informal grievance or a copy of the informal decision, if given in writing.

(6) The name of the designated representative, if any.

c. Step 3. If the employee is not satisfied with the decision reached in Step 2, the employee or his/her designated Union representative may submit the grievance in writing, in the same format as Step 2, to the appropriate Signatory Authority within 10 days. The Signatory Authority may consider the grievance based on the record, or he/she may meet with the employee and his/her designated Union representative, if any, and render a decision in writing within 21 days.

d. Step 4. If the decision reached in Step 3 is unacceptable to the employee, the Union may, within 14 days, submit the grievance to arbitration in accordance with Article 13. The employee and the Union President will sign the request for arbitration.

e. Grievances as a result of formal disciplinary actions will be submitted at Step 3 of the grievance procedure upon receipt of the decision notice. Steps 1 and 2 will be waived because the employee has received a proposed notice and a decision letter. The employee will be advised in the decision letter of the time frame and procedures for submitting the Step 3 grievance.

f. Employees filing a grievance may be allowed a reasonable amount of time, if otherwise in a duty status, to meet with the appropriate Union official to secure advice on their rights and privileges in connection with their grievance, to arrange for witnesses, and to obtain other information or assistance pertaining to the grievance which can only be obtained during the employees' normal duty hours.

g. In order to expedite delivery of grievance correspondence, the following provisions will apply:

(1) Normally, the Union will deliver grievance correspondence to the management official involved. If the management official is not on duty or is located at a different installation, the Union may deliver the grievance correspondence to the Command's Administrative Officer.

(2) Normally, the Employer will deliver grievance correspondence to the initiator of the grievance. When the aggrieved has elected Union representation in processing the grievance, and he/she is not on duty or is located at a different installation, the Employer may present the grievance correspondence to a Union officer.

Section 7 - Employer-Initiated Grievances: The Employer may file a grievance against the Union. When an Employer-initiated grievance arises, the appropriate signatory authority, or his/her designated representative, will submit the grievance in writing to the Union president within 15 days of becoming aware of the incident which gave rise to the grievance. The Union President will provide a written decision to the appropriate signatory authority, or his/her designated representative, within 15 days of receiving the grievance. If the Employer is dissatisfied with the decision, the Employer may invoke arbitration within 10 days after receipt of the decision.

Section 8 - Union-Initiated Grievances: The Union may initiate a grievance on its own behalf, exclusive of the procedures described elsewhere in this article for grievances filed by individual employees and groups of employees. When a Union-initiated grievance arises, the Union President will submit the grievance in writing to the appropriate signatory authority, or his/her designated representative, within 15 days of becoming aware of the incident which gave rise to the grievance. The signatory authority, or his/her designated representative, will provide a written decision to the Union President, within 15 days of receiving the grievance. If the Union is dissatisfied with the decision, the union may invoke arbitration within 14 days after receipt of the decision.

ARTICLE 13

ARBITRATION

Section 1 - Selection of Arbitrator: Within 7 days from the date of receipt of a valid arbitration request, the employer shall request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrator. The parties shall meet within 10 days after the receipt of such list to select an arbitrator. If the parties cannot mutually agree on the selection, the parties will toss a coin with the winner of the toss selecting to strike first or second. The union and the employer will each strike one potential arbitrator's name from the list, and they shall repeat this procedure, with the remaining name becoming the duly selected arbitrator.

Section 2 - Fees and Expenses: The arbitrator's fees and expenses will be borne by the losing party. In any other decision, the arbitrator's fees and expenses will be borne equally by both parties. Further, the union and employer shall share, equally, the expenses of any mutually agreed upon services in connection with the arbitration hearing.

Section 3 - Hearing: The arbitration hearing shall be held on the Employer's premises during the regular day shift work hours of the basic workweek. An employee of the unit serving as the grievant's representative, the aggrieved employee, and the employee's witnesses, who are otherwise on duty, shall be excused from duty, as necessary, to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefits. Employee participants on shifts other than the regular day shift will be temporarily placed on a regular day shift for the day(s) of the hearing on which they are involved.

Section 4 - Time Limit: The arbitrator will be requested to render his/her decision and remedy to the Union and the Employer as quickly as possible, but, in any event, no later than 30 days after the conclusion of the hearing unless the parties otherwise agree.

Section 5 - Arbitrator's Authority: Both parties recognize; and agree that the arbitrator's decision(s) shall be final and binding and his/her remedy shall be effected in its entirety, to the extent that it is not limited by statute or higher level regulations.

Section 6 - Arbitrator's Authority in Disputes Over the Agreement: The arbitrator shall have the authority to resolve questions of grievability/arbitrability and to interpret and define the, explicit terms of this agreement, as expressly set forth. He/she shall have no authority to add or modify any terms of this agreement. Either party may file exception to the arbitrator's award with the Federal Labor Relations Authority under the Authority's regulations. Such exception must be filed within 30 days of the issuance of the decision in accordance with Authority procedures.

ARTICLE 14
HOURS OF WORK, BASIC WORK WEEK,
AND OVERTIME

Section 1 - Administrative Workweek: The administrative workweek is the calendar week, 0001, Sunday, through 2400, Saturday. For employees working other than the regular day shift, the Employer may vary the hours of the administrative workweek to avoid fractional work days from one week to the next.

Section 2 - Hours of Work:

a. The basic workweek: The basic workweek will consist of 5 consecutive 8-hour days, normally Monday through Friday from 0800 to 1630, except for those assignments requiring coverage 24 hours a day, 7 days a week, as determined by the employer.

b. Flextime Work Schedules: Flex tours could begin anytime between 0600 and 0900 and end when 8 hours of work and a non-compensated lunch period of at least 30 minutes have been completed. Non-shift employees and those involved in customer service operations may be precluded from participating in flextime schedules. Appropriate supervisors must approve all tours of duty. Employees currently authorized to start work before 0600 may continue to work these hours subject to mission requirements. In assessing the feasibility of flextime, consideration will include but is not limited to:

(1) Productivity.

(2) Level of direct or indirect services forwarded to the public.

(3) Cost of operations, other than reasonable administration costs.

c. Alternate Work Schedule: The employer will establish policies for bargaining unit members to participate in Alternative Work Schedules (AWS). Participation in the AWS program is voluntary, based on mission requirements, and subject to supervisory approval.

d. Shift Work: The employer will schedule shift work to meet operational and mission requirements, within these parameters:

(1) Twenty-four hours, seven days/week operations. Shift workers' hours will normally be 0001 to 0800, 0800 to 1600, and 1600 to 2400. Shift workers may be excused after they have completed their shifts and have been properly relieved.

(2) Other shift schedules. The employer may assign employees work schedules to meet specific mission requirements, i.e. cooks, water plant operations, etc.

(3) The employer will post projected work schedules six (6) months in advance for shift workers.

(4) The employer will strive to schedule employees two consecutive days off.

(5) The employer may permit, in the interest of increasing flexibility and operational efficiency, shift trading among workers.

Section 3- Rest Periods: Management and the Union recognize that brief rest periods are an inherent part of job accomplishment. Supervisors are authorized and encouraged to permit short periods as workload permits. Rest periods may not exceed 15 minutes during 4 hours of continuous work and may not coincide with the beginning or end of duty or the employee's meal period. Employees who are required to work with video display terminals (VDT) constantly without relief, may be given smaller rest periods not to exceed 5 minutes for every 60 minutes of uninterrupted work.

Section 4 - Credit Hours: An employee may earn and use credit hours with supervisor's approval and in accordance with Agency guidance. Employees on a flexible schedule can voluntarily extend the basic non-overtime workday by one hour, thereby earning extra time. This time will be placed in a separate account and may be accumulated to a total amount not to exceed 24 hours and used as time off in any amount of hourly increments. Employees electing to work an alternate or compressed work schedule are not eligible for accumulating credit hours.

Section 5 - Compensatory Time: Compensatory time granted to eligible employees must be used before the end of the twenty sixth pay period following that in which the overtime work was performed. All compensatory time must be taken during the basic workweek. If compensatory time cannot be taken within the prescribed period, the employee will be paid for authorized overtime work performed.

Section 6 - On Call and Standby: In accordance with Comptroller General rulings, when an employee is required to be on call, he/she will be compensated when management assigns actual substantive work. When an employee is restricted to designated quarters and required to hold himself/herself in a constant state of readiness to respond immediately when summoned to work, the employee will be considered to be in a standby status and will be compensated accordingly.

Section 7 - Overtime: For the purpose of this agreement, overtime consists of two distinct types - scheduled and unscheduled overtime.

a. **Scheduled Overtime:** This is work deliberately scheduled before the actual occurrence.

(1) **Assignment of Overtime:** The employer will equitably offer overtime among employees qualified to do the work. The employer will maintain a record that tracks all overtime worked and overtime offered, and make it available for review.

(2) **Posting of Overtime:** Assignments to tours of duty for employees required to work scheduled overtime will be announced by posting a schedule on the official bulletin board in the employee's work area at least two weeks in advance. An exception may be made to this requirement when circumstances, such as urgency of time, preclude compliance.

(3) **Offering Protocol.** The employer will offer scheduled overtime in accordance with the following procedures:

(a) At the beginning of the calendar year, the employer will establish a sequence indicating the order of priority for offering overtime. This sequence will be based on seniority, with the most senior employee offered overtime first.

(b) As "offered overtime hours" are accumulated and recorded, the employee, next in sequence, with the least amount of "overtime hours offered to date" will be offered the overtime first.

(c) If an insufficient number of employees accept the "offered overtime," the Employer will order the employee, next in sequence, with the least amount of "overtime hours worked to date" to perform the overtime.

(d) The employer may consider employees' "substantiated" objections to working the overtime before assigning the overtime.

b. **Unscheduled Overtime:** This is not scheduled overtime and is referred to as "irregular or occasional" overtime.

(1) **Assignment of Overtime:** The employer will equitably offer overtime among employees qualified to do the work. The employer will maintain a record that tracks all overtime worked and overtime offered, and make it available for review.

(2) **Offering Protocol.** The employer will offer unscheduled overtime in accordance with the following procedures:

(a) An employee on duty, obligated to work for continuity of operations because his or her relief did not report as scheduled, will have the first option to accept the unscheduled overtime before it is offered/assigned to others.

(b) The employer will assign unscheduled overtime according to the priority established in Article 14, Section 7(a)(3).

(3) Types of unscheduled overtime. The employer and the Union recognize these additional types of unscheduled overtime applicable to the AJCC:

(a) Call-back. Employees called in on an overtime basis outside their basic workweek shall receive a minimum of 2 hours pay at the overtime rate.

(b) Telephonic or remote Overtime. In certain situations, an employee may perform work that, although would not require his/her physical presence, must be accomplished nonetheless to maintain good order and operational soundness. The following criteria will allow telephonic or remote overtime compensation:

(i) Employees are entitled to compensation for conducting official business on the telephone or by remote method outside their normal duty hours.

(ii) The employer will set a quarter hour as the smallest fraction of an hour for which compensation is paid. When overtime work is performed in other than the full fraction of an hour increment, the minutes shall be rounded up or rounded down to the nearest full fraction of an hour to credit overtime work. Work that is seven minutes or less, will be considered "de minimis," and will not be compensated.

(iii) Employees will maintain logs, to include: the date, beginning and ending times for each call, a description of the incident that gave rise to the call, and the point of contact originating the call.

(iv) Employees will be paid, provided the above conditions are met, for working one or a series of calls pertaining to a single incident. An incident results in a single undertaking, of finite duration, culminating in the correction, repair, operation, or maintenance of a component or process.

(v) Employees will normally turn in their overtime telephone logs at the end of each pay period.

Section 8 - Daylight Saving Time: Employees working between 0001 and 0800 hours during a change to daylight saving time may elect to take one hour annual leave; one hour leave without pay; or with supervisory approval may work one additional hour. Employees working when daylight savings time converts back to regular time may be compensated for one hour overtime, one hour compensatory time, or with supervisory approval may work one less hour.

Section 9 - Change in Hours: Normally, the employer will give the employee(s), at least a 14-day notification of a schedule change. Under extenuating circumstances, the employer may change an employee's scheduled tour of duty provided a minimum of 72-hours notice is given, except when the agency determines that it would otherwise be seriously handicapped in carrying out its functions or that costs would be substantially increased. In all cases, the employer must provide the employee as much advance notice as possible. Such notification is not required when the employee gives his/her consent. The supervisor will make reasonable effort to personally notify an employee, within a reasonable period, of any and all changes to the employee's work schedule. Scheduling officials will be cognizant of an employee's need for time off to maintain a quality home life. Accordingly, the employer will earnestly consider an employee's request that a scheduled day off be reserved as a non-duty day.

Section 10 - Meal Period:

a. Uncompensated meal period. Employees, other than those required to work a 24 hour, seven day schedule, will not be required to staff telephones, escort visitors, watch offices, or provide any other work related services during the uncompensated lunch period unless compensated.

b. Compensated meal periods. Those employees required to work a 24-hour, seven day schedule, are entitled to a meal period not to exceed 20 minutes, as work load permits.

Section 11 - Overnight Requirement: The Employer may require "key civilian employees" to remain at the facility overnight in order to provide essential services or operations for contingency, wartime or emergency need; and "weather essential employees", in response to severe weather conditions. The employer will consider these employees to be on stand-by status and will compensate them accordingly. The Employer will provide lockers for these employees to secure at least a 1-day supply of individual work clothing and personal hygiene articles. The Employer will provide employees beds, bed linens, and showers for these employees to use.

ARTICLE 15
VOLUNTARY ALLOTMENT OF UNION
DUES

Section 1 - Voluntary Allotment of Union Dues: This agreement concerning the voluntary allotment of compensation for payment of employee organization dues is entered into by and between the agency and the National Federation of Federal Employees, hereinafter referred to as the Local. We, the undersigned, agree to the following:

a. The Local agrees to purchase SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The Local accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the use and availability of SF 1187 and SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues; SF 1188 will be available at the payroll servicing office.

c. The President or other authorized officer of the Local hereby agrees to certify each SF 1187 that the employee is a member in good standing in the Local and will insert the amount to be withheld.

d. The financial officer of the Local is responsible for submitting completed SF 1187s to the Defense Finance and Accounting Service (DFAS) Customer Service Representative (CSR) for dues deductions. The CSR will verify SF 1187s from the civilian employees listing provided by the Employer.

e. Allotments will be effective at the beginning of the first full pay period after receipt of SF 1187s by the payroll servicing officer, if possible.

f. The President of the Local hereby agrees to immediately notify, in writing, the servicing CSR of any change in the name and/or address of the financial officer of the Local.

g. The Local will promptly notify the servicing CSR, in writing, when a member of the Local is expelled.

h. The Agency hereby agrees to prepare a biweekly remittance check at close of each pay period for which deductions are made and forward the check to the financial officer of the Local, whose name has been previously furnished the Agency.

i. The Employer agrees to submit with the remittance check a positive listing of the member amounts withheld. If an employee is determined to be in the unit, a copy of the SF 1187 will be to the financial officer of the Union.

*Art 15 section (j)
Possibly modified
A part 2004
to permit revocation
at any time after
1st yr anniversary.*

j. A member may voluntarily revoke allotment for the payment of dues at any time by filling out an SF 1188 and submitting it directly to the servicing CSR. When a member does not desire to use SF 1188, other written notification of revocation, signed by the member, will be accepted by the servicing CSR. A revocation of dues may not be effective for a period of one year from the date an allotment was first made. If the member has more than one year of membership, the revocation will not become effective until the first full pay period following 1 March. The CRS will provide Local 1153 with appropriate notification of the revocation. The duplicate copy of SF 1188, when completed by the member, can be used for this purpose.

k. Employer agrees to continue deductions during renegotiation of this contract.

l. Should a Union member with automatic dues deduction be assigned to a position outside of the bargaining unit the Employer, within 30 days, will notify the CSR and the Union of the need to cancel dues deductions.

m. In January the Employer will provide to the Union a listing of all civilian employees that are part of the representational unit, employed at Site R. This list shall include the name and organization of the employee. In July, the Employer will provide to the Union a listing of all new employees. This list will include the employee's name, job title, and organization.

ARTICLE 16

LEAVE

Section 1 - Annual Leave:

a. The employer and the Union agree the use of accrued annual leave is a right, subject to Management approval. The employer and the Union understand leave requests should be acted on expeditiously by the supervisor.

b. Consistent with the needs of the employee and the Employer, annual leave requested at least 14 days in advance will generally be approved. Leave requests submitted less than 14 days in advance may be approved provided the leave does not interrupt the planned and orderly operation of the work center. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be canceled. The supervisor canceling approved leave will make every effort to reschedule the leave at times desired by the employee.

c. In approving annual leave, the employer will make a sincere effort to grant employees their desired leave. The employer may need to consider the overall scheduling of annual leave within the section, branch, or division. In the event that there is conflict among employees with regard to leave scheduled, these procedures apply:

(1) Seniority will be the determining factor for leave requests submitted 90 days or more in advance of the first day of the requested leave period. Seniority will be based on the employees' service computation date. The employer will make a decision on the leave request on or about the 90th day.

(2) "First come-first serve" will be the basis for approving leave requests submitted less than 90 days in advance of the first day of the requested leave period. Seniority will be the tiebreaker in the event two or more employees submit leave requests at the same time.

Section 2 - Sick Leave:

a. The use of accrued sick leave is a right subject to management approval.

b. An employee shall be granted accrued sick leave when the employee:

(1) Receives medical, dental, or optical examination or treatment;

(2) Becomes confined or incapacitated to perform duties by reason of medical condition, injury, or pregnancy.

(3) Is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease. "Contagious disease" means a disease which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by the health authorities having jurisdiction.

(4) Would jeopardize the health of others by his/her presence at his/her post of duty because of exposure to a contagious disease.

(5) Meets the conditions covered by the Family and Medical Leave Act.

c. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the employee will do so. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official within 2 hours after the scheduled reporting time. Employee will at that time, advise the official of the expected amount of sick leave to be utilized. Employee will state if the illness is likely to last one day or more than one day (i.e., flu - 2 or 3 days duration) and request sick leave for that period. If the illness lasts longer than was anticipated, the employee will again contact the official to report the continued illness and to request additional sick leave for the anticipated period of time. Employees will not be required to call in for each day they are in an approved sick leave status. For extended periods of sick leave, employees will be required to call in once a week. Management agrees to make a reasonable effort to notify an employee prior to contacting the employee's physician. When contacting an employee's physician, management will discuss only matters relating to the employee's attendance or performance of officially assigned duties.

d. Employees who are absent from their job site for more than three consecutive working days may be required to furnish a medical certificate. When there is substantial evidence that sick leave is being abused, a medical certificate will be required to support absences of periods of 3 days or less. In such cases the employee will be advised in writing in advance that medical certification may be required for any future absence due to sickness for any duration.

Section 3 - Advance Sick Leave: Requests for advanced sick leave are subject to the following provisions:

a. It must be supported by acceptable medical certification.

b. The employee must exhaust all available accumulated sick leave. The employee must first use any excess annual leave he might otherwise forfeit.

c. In the case of employees serving under temporary appointments, or under probationary or trial periods, advanced sick leave should not exceed an amount that is reasonably assured to be subsequently earned.

d. The amount of advanced sick leave to an employee's account will not exceed thirty (30) days at any time. Where it is known that the employee is to be retired, or where it is anticipated that he or she is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

e. There must be a reasonable assurance that the employee will return to duty.

Section 4 - Excused Absence:

a. Voting on Election Days: As a general rule, where the polls are not open at least 3 hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit him/her to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

b. Unusual Climatic Conditions: During periods of inclement weather, the Employer agrees to make determinations regarding base closures/delayed openings and announce such determinations over local radio stations by 0530 hours on the duty day so affected. When the Employer decides to implement a base closure, delayed opening, or early release due to inclement weather conditions, designated key civilian employees are not eligible for excused absence and will be expected to report to duty as scheduled. Key civilian personnel are those employees identified in advance as necessary to continue critical operations that cannot be suspended or interrupted even though it may be necessary to excuse most employees for all or part of a day.

c. Job Interviews: Administrative leave may be granted for official DOD job interviews conducted off the employing post.

d. **Blood Donations:** Employees who donate blood to the American Red Cross, military hospitals, other blood banks, or respond to emergency calls for needy individuals, may be authorized up to 4 hours of excused absence to travel to and from the blood donation site, donate blood, and recuperate, providing the blood is donated without compensation. Potential blood donors whose blood is rejected at the blood donation site will promptly return to duty; in such cases, excused absence may be granted only for the time reasonably required to travel from the work site to the blood donation site, receive notice of rejection, and to return to the work site.

Section 5 - Court Leave: In the event an employee is summoned for jury duty or jury qualification or subpoenaed as a witness for state or local government, he/she shall be paid at his/her basic rate for the time required from his/her normal work schedule to perform such duties. Such time shall be limited to the time necessary. This paragraph refers to duty or service required by any Federal, state, or local judicial proceeding at any and all stages of the proceedings. Intermittent employees are not eligible for court leave.

Section 6 - Leave Without Pay:

a. **Union Representative:** Employees may be granted leave without pay to accept temporary labor organization positions. Leave or absence without pay shall not exceed 1 year for each application.

b. **Educational Leave:** Employees pursuing formal educational programs may be granted leave without pay for periods of up to one year in a single application.

Section 7 - Late Arrival: Supervisors may excuse occasional brief periods of tardiness of less than 1 hour if the employee provides an excuse which is acceptable to the supervisor.

Section 8 - Parental Leave: Leave for birth or adoptions in the form of sick leave, annual leave, comp time, credit hours, and/or leave without pay, will be granted during delivery, confinement, or adoption hearings and for a bonding period afterward consistent with applicable regulations. The employee shall return to his/her position at the end of parental leave. The amount of time allowed shall depend upon the circumstances of the individual cases.

ARTICLE 17
REDUCTION IN FORCE (RIF)

a. Reduction-in-force will be carried out in accordance with applicable Department of the Army and Office of Personnel Management regulations and will be administered in a manner which will effect the necessary reduction in personnel strength with a minimum of disruption to the post. Whenever possible, reduction in personnel will be achieved through normal attrition. Employees in surplus positions may be reassigned to other positions for which they are fully qualified in accordance with applicable regulations. The Employer will notify the Union of proposed reduction-in-force prior to the announcement date, unless the announcement is released by the Department of the Army or higher headquarters prior to notifying the Employer. The Union agrees to render its assistance in communicating to employees the reasons for the reduction-in-force.

b. The Union and management will jointly encourage each employee to see that his/her personnel file is current and contains all pertinent information relative to qualifications as soon as the reduction-in-force or reorganization is announced. The Employer will add to the personnel file any changes or amendments the employee submits which can be substantiated. These changes must be received in the Civilian Personnel Advisory Center prior to the announcement of the reduction-in-force mechanics.

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

d. The Employer will notify the Union President upon receiving approval to conduct a RIF. This notification will be given at least 45 days prior to the effective date of the RIF. The Employer will notify the Union of bargaining unit employees to be affected by the RIF, including name, title, series, and grade; and expected outcomes of the RIF. Retention registers will be available for Union review within the Civilian Personnel Advisory Center after the registers have been generated and upon request by the Union. The affected employees will be given either a specific or general RIF notice at least 30 days prior to the effective date of the RIF. If a general notice is used, the affected employee will be given a specific notice at least 10 days prior to the effective date. Retention registers and other RIF documents will be made available for review within the Civilian Personnel Advisory Center to the affected employee and to the Union.

e. Management will give consideration to requests from employees who have received reduction-in-force separation notices for leave without pay (LWOP) up to a maximum notice period of 90 days of combined duty and leave status, following issuance of the notice, if such an extension will protect employee rights or avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond 90 days where necessary to protect employee rights or to avoid administrative hardship. If the employee does not accept a valid offer of another assignment, all entitlements may be canceled.

f. In the event of a reduction-in-force affecting employees in the unit, the Union shall have the right to review the following, except where prohibited by statutes (including the Privacy Act and Freedom of Information Act), rules, and regulations of higher authority:

(1) Retention registers, when a representative of the Union has been designated by the employee, in writing, as the representative of the employee and such written designation includes the individuals authorization to review the retention register.

(2) An official personnel folder (OPF) of an employee in the unit affected by the reduction-in-force, when a representative of the Union has been designated by the employee, in writing, as the representative of the employee and such written designation includes the individuals authorization to review the OPF.

g. Employees who are demoted as a result of reduction-in-force will be afforded special consideration for repromotion to positions within Site-R prior to competitive action to fill the vacancy.

h. The parties agree that a competitive level consists of all positions in the same competitive area which are in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee. In accordance with OPM guidelines, Management may waive qualification standards for a position.

i. The Employer agrees that, in the event of a reduction-in-force or reorganization where separation has occurred, active participation in the DoD priority placement program will be implemented. The goal of such participation will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals, with the aid and assistance of the Fort Detrick Civilian Personnel Advisory Center when requested or required.

j. After reduction-in-force action is completed, all unit employees will be given the fullest possible consideration for hiring in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

k. It is agreed that the Employer will make reasonable efforts to train employees, where necessary, for reassignment, provided funds are available and the employee has the necessary aptitude, as determined by the Employer.

ARTICLE 18
OCCUPATIONAL SAFETY HEALTH AND
PREVENTIVE MEDICINE SERVICES

Section 1 - Health Care Services. The Employer is responsible for providing specified health care services for all civil service employees assigned to Site R, in accordance with applicable agency regulations. The broad objective of these services is to promote and maintain the physical and mental fitness of civilian employees and to provide safe and healthful places and conditions of employment. Medical services provided will be carried out in accordance with professional standards in the field of occupational health and in accordance with AR 40-3, AR 40-4, and AR 40-5. Health standards not specifically established in Army directives will be guided by the health standards as set forth in the Federal Occupational Safety and Health Standards under authority of the 1970

Williams-Steiger Occupational Safety and Health Act. Civilian employee's time spent pursuant to these services will be considered official duty time and will be at no expense to the employee.

Section 2 - Safety:

a. The Employer and the Union agree to make reasonable efforts to eliminate conditions which might result in accidents, and work mutually to maintain safe working conditions.

b. The Employer agrees to supply appropriate protective clothing and safety equipment. Employees will be required to wear such protective clothing and use such safety equipment when tasks require these protective clothing.

c. The Employer shall, consistent with the provisions contained in Section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, 29 CFR 1960, and all applicable laws, rules and regulations, be responsible for furnishing to and maintaining for their employees, places and conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury or illness to the employee."

d. The union has the right to advise management concerning safety and health problems.

e. All employees and /or Union officials will be granted official time for their participation in the health and safety requirements provided for by the directives listed in this agreement. Official time for participation in Union-sponsored health and safety training shall be limited to Union officials and shall be granted in accordance with Article 5 of this agreement.

f. The Employer agrees to provide safety training for employees and employee representatives in accordance with 29 CFR Part 1960.59 and AR 385-10, paragraph 2e.

g. The Employer will comply with applicable provisions of the Occupational Safety and Health Act of 1970, Executive order 12196, 29 CFR 1960, and other applicable laws, rules, and regulations including:

(1) Material Safety Data Sheets

(2) Reporting and abatement of unsafe and unhealthful working conditions

(3) Anonymity and protecting from restraint, interference, coercion, discrimination or reprisal of employee(s) who report unsafe or unhealthful working conditions

(4) Inspection and accident investigations

(5) Imminent danger situations

(6) Protective clothing, equipment, and tools

(7) Working on hazardous operations or in confined spaces

h. The Employer will promptly notify the Union in the event of an on-the-job injury, illness, or death, of the name of the employee involved. The Employer will also release to the Union copies of accident investigation reports that involve bargaining unit employees and which are releasable by the local Safety Officer. Such releases shall be made in accordance with applicable laws, rules, and regulations.

i. Subject to Site R security restrictions, safety representatives designated by the Union shall be permitted to enter the premises of the Employer at anytime to participate in safety inspections, program evaluations and other safety-related duties. The Union agrees to provide advance notice prior to Union representatives entering the Employer's premises. Visitor passes will be issued to employees' Union representatives in accordance with applicable security policy.

j. When an employee is injured in the performance of duty, the employee will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. The employee will be advised of leave options including sick leave, annual leave and leave without pay. Compensation and benefits, if any, will be as determined by the OWCP under the regulations of the Department of Labor.

k. The parties agree that employees who have filed claims for Workers' Compensation will return to full or partial duty in accordance with applicable laws, rules, and regulations governing worker's compensation for illness or injury. An employee who has been ordered by his physician to stay off work may only be ordered to return to work with his physician's consent for good reason.

l. The Employer will have all related forms to be signed by the employee hand carried to the employee's place of recovery to be signed if he/she is incapacitated.

m. Employees will not be threatened or harassed in connection with any OWCP claim.

n. The parties agree to fully support and encourage employee participation in the Fort Detrick Occupational Health Program Regulation 40-4, as modified by the applicable provisions of this agreement. Nothing in this agreement shall be deemed to restrict the Employer's right to require the use of protective clothing, equipment, tools or other articles or as otherwise agreed to by the parties.

o. The Employer will initiate and maintain a medical record for all employees. Such records shall be maintained in accordance with applicable regulations and the Executive Order 9397 Privacy Act.

p. In situations where applicable, employees shall be advised of their right to apply for worker's compensation and/or disability retirement.

q. Employees who receive physical examinations in connection with the occupational health program shall be on official time during such examinations if they would otherwise be in a duty status. Fitness for duty, disability retirement, and other administrative health examinations will be provided as needed upon appropriate request and in accordance with applicable regulations.

r. Employees who acquire an illness or an injury related to their employment will, at the employee's request, be referred to a hospital or private physician for examination and treatment or to the Director of Health Services for evaluation. Employees who are examined and/or treated by a private hospital or physician shall be responsible for the expenses of such evaluation and treatment until such time as a workers' compensation claim has been accepted by the United States Department of Labor.

s. The parties agree that in those instances in which it has been determined through appropriate vision testing procedures that an employee fails to meet the vision criteria for his/her job, the Employer will determine whether the employee's continued presence on the job constitutes a threat to his/her health or the health of other employees. In all such cases, the Employer shall be governed by regulations protecting the employees rights to compensation and/or disability retirement.

t. Normally all emergency vehicles will be equipped with proper emergency equipment (i.e., Federal system lights, sirens, and emergency equipment).

u. The parties recognize that fire protection personnel may be required to render emergency medical assistance which may expose them to infectious diseases. Accordingly, to ensure maximum safety of unit employees, immunizations, including required boosters, will be mandatory for each employee.

Section 3 - Health:

a. Employees working in occupations where they could be contaminated with body fluid will be furnished the following protective equipment:

- (1) rubber gloves;
- (2) face masks;
- (3) eye protection;
- (4) CPR clear mouth barrier;
- (5) contaminated material containers.

Employees in these occupations who become exposed will be afforded testing in accordance with the Health Clinic SOP.

b. Employees are encouraged to promptly report to the Employer conditions in the work place which they believe to be unsafe or adverse to health. The Employer agrees to promptly review any such reported conditions and take appropriate actions to correct any actual problems. In order to minimize identified problems, the Employer agrees to utilize such corrective measures as:

(1) VDTs: Nonglaring screens, monitors with dimmer switches, and indirect lighting.

(2) Keyboards: Adjustable chairs or tables for employees who use a keyboard continuously.

(3) When feasible, modifying duty assignments to accommodate employees with documented temporary medical restrictions.

c. Transportation: The Employer will procure emergency medical transport with supporting medical technicians, in accordance with applicable state laws governing the transport of patients, for employees who become ill or injured on the job. They will be transported to the nearest appropriate medical facility as expeditiously as possible.

d. On-the-Job Injuries: The rights and privileges accorded by law to a Federal employee who sustains an injury on the job will be fully explained to the employee so that he/she may have the opportunity to elect the compensation plan most beneficial to him/her and to his/her family and also the best medical care, as determined by the authorized medical personnel or physician. The injured employee will be furnished a copy of the official document (CA1 or CA2) as to how the accident and injury occurred. Each Bureau of Employees' Compensation (BEC) case will be treated as a hardship case in that the paperwork will be started immediately, and in the event the employee chooses BEC lost time, compensation payment can start as quickly as possible by submission of the required BEC forms to Washington, DC, and close follow-up, as needed.

e. Restrooms: The Employer agrees to provide separate restroom facilities, where possible, for males and females. The Employer agrees to make efforts to maintain sanitary restrooms.

ARTICLE 19

TRAINING

Section 1 - Determination: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training or retraining to assure development and career planning for employees and to maintain the competence of the work force.

Section 2 - Training Programs: The Employer is responsible for establishing training programs to improve employee efficiency and to contribute to merit promotion from within the unit whenever practical. In developing such programs, the views of the Union will be taken into consideration. Management may consider not to compel an employee to attend training that the employee deems offensive.

Section 3 - Procedures: Plans for establishment of each training program will be geared to meet identified needs. The Union will be advised in advance of new training programs which affect the bargaining unit. Union comments on the program and/or requests for a quota for attendance of a Union representative, received before the beginning of the program or before quotas are allocated, will be considered.

Section 4 - On-the-Job Training: When an employee performs extensive on-the-job training for other employees in the organization, the Employer will take action to have the employee's position reviewed for addition of this requirement to the official position description. Time spent conducting official on-the-job training may be considered in the performance evaluation process.

Section 5 - Scheduling: It shall be a matter of interest and concern for the Union and the Employer that appropriate training courses, seminars, conferences, and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training. Wherever possible training will be scheduled to permit the employee to travel to and from the training facility during the employee's normal duty hours. Compensation will be afforded to the employee when he or she is required to travel outside his or her normal duty hours in accordance with applicable regulations.

Section 6 - Expenses: The Employer agrees to extend every reasonable consideration to the reimbursement of expenses incurred by the employee in attendance at work-related courses on his/her own time. Employees desiring to enroll in a non-government facility shall submit appropriate form(s), via his/her supervisor, at least 30 calendar days prior to the registration date, if possible. When circumstances exist beyond the control of the Employer or the employee, such as when the class is dependent upon a number of students, the time requirements outlined herein may be waived. Partial or full reimbursement, if approved, will be in accordance with existing policies and regulations.

Section 7 - Equipment: The Employer agrees to permit employees who are enrolled in approved training courses to use Government equipment located at their work sites during duty hours for necessary class preparation, consistent with mission accomplishment and security procedures.

Section 8 - Individual Development Plans (IDP):

The Employer and the employee should work together to prepare an individual career development plan for the employee. The plan may include:

- (1) Short and long range career goals;
- (2) Training experiences that will improve the employee's knowledge, skills, and abilities in their current position;

(3) Training which is necessary to enable employees to meet requirement for career ladder progression.

Section 9 - Special Program Individual Development Plans: When a special program employee is unable to receive scheduled training before the program is completed, the training will be reviewed for inclusion on a new Individual Development Plan. Courses which are required for promotion in the employee's career field will be added to the IDP.

Section 10 - Prior to implementing new policies or programs which affect the bargaining unit, the Employer agrees, whenever possible, to notify the Union and make a good faith effort to explain the changes and answer the Union's questions in this regard.

ARTICLE 20
UPWARD MOBILITY PROGRAM

Section 1 - Scope: The Union and the Employer agree to support the Upward Mobility Program to the extent practical. The Upward Mobility Program is a systematic management effort that focuses personnel policy and practices on the development of specific career opportunities for lower level employees (below GS-9 and equivalent) .

Section 2 - Objectives:

a. To provide maximum opportunity for employees within the work force to advance to their highest potential.

b. To provide developmental movement opportunities for employees in "dead-end" jobs.

c. To develop and enhance employee qualifications for higher level positions.

d. To create a climate conducive to maximum productivity and improved morale through increased opportunity for progression.

e. To provide a broader base for the selection of graduates of this program for responsible administrative, technical, professional, and skilled/semiskilled trade and craft positions.

Section 3 - Program Coordinator: The Employer will designate a representative for the Upward Mobility Program and will have the responsibility of coordinating the accomplishments of the various program elements.

Section 4 - Training and Counseling: A training/progression plan will be developed for each employee identified for participation in the Upward Mobility Program. These plans will be designed to provide the training necessary for advancement in their job category and may include on-the-job and off-duty training. Plans for development will be reasonable and attainable. Provisions may be provided for developmental details. Semiannual counseling of the employee and evaluation of the training plan will be accomplished by the Employer to ensure adequacy and to identify modifications, as required. Management will make a reasonable effort to insure compliance with all training requirements as noted on the training plan.

Section 5 - Utilization and Placement:

a. Due to the unique nature of trainee positions in the Upward Mobility Program, employees occupying such positions will be carried in separate competitive levels at grades determined by the individual training agreement. Trainees occupying such positions will be accorded protection during a reduction-in-force from being displaced by journeymen or fully trained employees.

b. General Schedule and Wage Grade employees who are reduced in grade for the purpose of participating in the Upward Mobility Program will, if otherwise eligible, be entitled to pay retention under applicable regulations.

c. An employee who has satisfactorily completed his or her initial probationary or trial period and who fails to satisfactorily complete training under an upward mobility program, will be entitled to placement in a vacant position for which he/she qualifies, providing such vacant position exists at the time of failure and management has decided to fill that position.

ARTICLE 21

TEMPORARY DUTY

Section 1 - General:

a. When the Employer determines that more than one employee possesses the desired qualifications and background to perform a TDY assignment, the Employer will select the individual(s) to perform the TDY by first soliciting volunteers from that group of employees. When there are too many or not enough volunteers, the Employer will make reasonable efforts to assure that TDY is assigned equitably among employees possessing the desired qualifications and background.

b. The Employer agrees to provide an employee at least 10 days advance notice prior to travel, except in emergency situations.

c. The Employer agrees to make reasonable efforts to schedule an employee's TDY travel and assignments during regular duty hours. If travel or duty is required during non-duty hours, employees may be entitled to compensation in accordance with applicable laws and regulations; when such entitlements arise, employees will be compensated accordingly.

d. Employees will not be required to travel in Government aircraft or nonscheduled commercial aircraft without their consent, except as required by law. Employee consent will be by form that includes an acknowledgment of possible insurance waiver.

e. Employees cannot be directed to use their POVs for conducting official Government business.

Section 2 - Assigned Duty: Employees assigned to duty, including training, at other locations or activities within the local area shall normally be provided reasonable advance notice (2 weeks when given an extended assignment lasting longer than 2 weeks).

Section 3 - On TDY: Bargaining unit employees on TDY shall remain under the exclusive representation of the Union.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

Section 1 - General: The Union and the Employer endorse and wholeheartedly support the principles expressed in the Executive Orders and Department of the Army regulations regarding equal employment opportunity.

Section 2 - The Union agrees to accept employees as members upon the same basis as all other applicants without discrimination regarding race, color, sex, religion, national origin, age or handicapping condition.

Section 3 - The Employer will assure that all personnel actions are accomplished without regard to race, color, religion, sex, age, national origin, handicapping condition, or other non-work-related factors.

Section 4 - Services for Handicapped Employees: The Employer agrees to make reasonable accommodation to the known physical and mental limitations of qualified handicapped employees when feasible. Reasonable accommodation may include such actions as:

- a. Making facilities accessible to and usable by handicapped persons;
- b. Job restructuring;
- c. Part-time or modified work schedules;
- d. Acquisition or modification of equipment or devices;
- e. Adjustment or modification of examinations; and
- f. Provision for readers for blind persons and sign language interpreters for deaf persons.

Section 5 - Representation:

a. An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the complaint procedure including final adjudication has the right to be accompanied by a representative of his/her choice, including a Union representative, if desired. If the Union is not the representative and the final adjudication will affect general conditions of employment of unit employees, the Union will be notified and afforded an opportunity to negotiate subsequent applications in accordance with the statute.

b. A Union official shall serve as a member of the Site-R EEO Council.

ARTICLE 23
REPRODUCTION AND DISTRIBUTION

Section 1 - Reproduction and Distribution: Within a reasonable time following the effective date of this Agreement, but not to exceed 45 days, the Employer will reproduce and distribute a copy of the Agreement to all employees assigned to the unit. As part of their orientation, newly hired career or career-conditional employees will be provided with a copy of the Agreement and advised that they are covered by the provisions of the contract and, as an employee, have the right to join or refrain from joining the Union. In addition, 25 copies shall be furnished to the Union. If the Union requires more than 25 copies, the Union will bear the expense for reproduction costs.

Section 2 - Within 30 days of the approval date of this Agreement, the chief negotiators for the Employer and the Union will conduct a joint orientation session on this Agreement to supervisors, managers, union officers and union stewards.

ARTICLE 24
AWARDS PROGRAM

Section 1 - The awards program will be based on merit. Employees who have received at least a Successful Level 3 rating on their annual performance appraisal are eligible for a performance award. All employees are eligible for all types of monetary awards, except that temporary employees and employees paid under the Federal Coordinated Wage Act are ineligible for Quality Step Increase awards.

Section 2 - Employees are eligible for performance awards of up to 10 percent of their annual salaries. In unusually exceptional situations, employees may be eligible for performance awards of up to 20 percent of their annual salaries.

ARTICLE 25 POSITION DESCRIPTION

Section 1 - Each employee is entitled to a position description which is accurate as to title, series, and grade and clearly states major duties. The position description shall be reviewed annually by the employee and the Employer.

Section 2 - An employee who feels that he/she is being assigned duties outside the scope of the position description, or that it is inaccurate may request through the immediate supervisor that the position be reviewed. The position is to be reviewed and the findings presented to the employee within a reasonable period of time. In conducting such reviews, the reviewer will consider the employee's written and oral comments.

a. If the employee is not satisfied with the results of the review, he/she may file a grievance.

b. Employees may challenge the title, occupational series, or grade which has been assigned to their position through established classification complaint/appeal channels. Employees may be represented by the Union in classification complaints/appeals.

c. When the grade of an encumbered position has been elevated due to reclassification and the Employer determines that the incumbent meets all time in grade and individual qualification requirements, and is otherwise entitled to noncompetitive promotion, such promotion will be made effective on the first day of the first pay period after administrative processing has been completed by the Civilian Personnel Operations Center.

Section 3 - When an employee has been assigned a new position description, the employee will be given a copy of the new position description, and the Employer will review and discuss the new position description with the employee.

Section 4 - When employees are assigned additional major ongoing duties not reflected in their position description, management will revise the position description to reflect the changes in accordance with Section 1 above.

Section 5 - New Classification Standards: In cases where application of new classification standards will result in downgrading of positions occupied by employees in the unit, a management representative will notify the Union at least 30 days prior to the effective date.

ARTICLE 26

PERFORMANCE PLANNING

Section 1 - The rating supervisor and the employee will jointly plan the criteria on which the employee's performance will be evaluated, in accordance with the appropriate rating system in effect. Final decision regarding the content of rating criteria will be made by the Employer. The rating supervisor will take steps to implement performance plans within regulatory time frames. The performance plan will be documented on the appropriate form and authenticated. Further amendments may be made during the rating year, and these amendments will be noted with the employee and rating supervisor's initials. The employee's signature or initials will only signify that the employee has received a copy.

Section 2 - Performance objectives should not conflict with duties and responsibilities contained in the employee's position description. They must permit accurate evaluation of the employee's performance. To the greatest possible extent, objective criteria will be used.

Section 3 - An employee will notify his/her rating official promptly of any work-related factors, which are beyond the employee's control and are affecting the employee's performance. Rating officials will consider such factors.

Section 4 - Midpoint Reviews: The rating supervisor will meet with the employee at approximately the midpoint of the rating period and at such times when major changes to expectations occur, to discuss the employee's performance in relation to assigned performance objectives. The midpoint review will be conducted in a confidential setting. The Employer will counsel the employee when performance deficiencies are perceived, state what will be done to assist the employee to improve, and suggest ways for the employee to correct the deficiencies. The employee is responsible for satisfactory performance of his/her assigned duties. The Employer will provide the employee a copy of counseling documentation.

Section 5 - Within-Grade Increases: An employee will be granted a within-grade increase on the first day of the first pay period following completion of the required waiting period, provided the employee:

a. Is performing at an acceptable level of competence;

b. Has not received an equivalent increase during the waiting period; and

c. Received a summary rating level that reflects an acceptable level of competence on his/her most recent performance rating.

ARTICLE 27 DETAILS

Section 1 - Details:

a. Official Credit: Details in excess of 30 continuous days shall be recorded in the employees official personnel folder, and copies of the record will be forwarded to the employee.

b. Intent:

(1) The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detailing shall be based solely on a bona fide need of management and its considered judgment as to the ability of the individuals.

(2) Except for brief periods, an employee should not be detailed to perform work of a higher grade unless there are compelling reasons for doing so. Management will consider a temporary promotion in lieu of details.

(3) Selection for details or temporary promotions to a higher grade position or one with known promotion potential in excess of 120 days will be made under competitive procedures of the Controlling Merit Promotion Plan, Civilian Personnel Operations Center. This requirement is not to be circumvented by a series of temporary assignments. Competitive promotion procedures must be used if the employee will have spent more than 120 days (prior service under both previous details and temporary promotions included) in higher graded positions or in positions with known promotion potential during the preceding 12 months.

Section 2 - Voluntary Changes: Employees may voluntarily request changes in their work assignments. All such requests are subject to the Employer's right to assign employees and work, and to determine the personnel by which the agency operations will be conducted. Such request will be considered by the Employer and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. Employees may voluntarily request changes in their work assignments at any time. Any voluntary changes will be processed in accordance with applicable law, rules, regulations and this Agreement and will be acted upon fairly and promptly.

ARTICLE 28 VACANCIES AND REASSIGNMENTS

Section 1 - Vacancies: The methods for locating and evaluating candidates are outlined in the applicable Merit Promotion Plan of the Controlling Civilian Personnel Operations Center. Employees will be notified of position vacancies, with the exception of entry level positions, placement of employees who have personal competitive status who are eligible to be reassigned/transferred or reinstated, and those positions covered by established Department of the Army career programs where mandatory referral from a higher command is required, by means of merit promotion. Employees will be given access to an automated system to view vacancy announcements.

Section 2 - The criteria utilized to determine a rating of "highly qualified" will be in full compliance with applicable law, rules or regulations.

Section 3 - Involuntary Reassignments:

a. Reassignment means a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.

b. Reassignments of employees to different positions will be effected by the appropriate personnel action.

c. Employees who are reassigned will normally be given at least 30 days advance notice, where practical.

d. If an employee accepts an offer which results in a reduction in grade based on the employee's inability to meet performance standards due to medical reasons, the employee's pay will be fixed in accordance with applicable regulations and local pay fixing policy.

e. Before separating an employee for medical disqualification, the Employer will make attempts to make accommodations for the employees medical condition and consider assignment to another available position, within the agency and commuting area at the same grade or pay level and tenure, for which the employee is qualified. These considerations will be documented in any further actions taken.

Section 4 - Area of Consideration: Site R, PA, will normally be the minimum area of consideration, which will include those Department of the Army employees who have filed voluntary applications. When staffing positions which have been identified as having an under representation of minorities or women, the Employer may systematically extend the area of consideration to include additional external and internal candidates. The Employer may restrict the area of consideration to the Alternate Joint Communication Center, Site R, for in-house promotions of eligible, qualified candidates.

ARTICLE 29

MERIT SYSTEM

Section 1 - General: All personnel actions involving career progression shall be consonant with the spirit and intent of the merit system. The Employer may conduct training sessions for all employees to enhance their understanding of the merit system and to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. The Employer will ensure that all qualified people have equal opportunity for promotion regardless of race, color, creed, sex, national origin, age, union membership, marital status, handicapping conditions, or other non-work-related factors. The overall objective of the Merit Promotion Program is to assure that positions are filled with the best qualified persons available and to assure that all employees have an equal opportunity to apply for advancement.

Section 2 - Repromotion: Employees serviced by the Fort Detrick Civilian Personnel Advisory Center previously demoted without personal cause, misconduct, or inefficiency will receive special consideration for re-promotion to former or intervening grades before other efforts are made to fill appropriate vacancies. Although such employees are not guaranteed promotion, ordinarily they should be selected non-competitively in accordance with applicable regulations. If a selecting official considers an employee under this provision, but decides not to select him/her and he/she is then certified as one of the best qualified candidates, the official must state his/her reason for the record, for non-selection.

Section 3 - When Competitive Procedures May Not Apply: Competitive procedures may not apply to the following types of personnel actions involving bargaining unit positions:

- a. Lateral reassignments.
- b. Promotion resulting from upgrading a position, with or without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.

c. Position change permitted by reduction-in-force regulations.

d. Career promotion without current competition when at an earlier stage an employee was selected from a civil service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.

e. Career promotion resulting from an employee's position being reclassified at a higher grade because of accretion of duties and responsibilities.

f. Career ladder promotion following noncompetitive conversion of a cooperative education student, Veterans Readjustment Appointee, Presidential Management Intern, Apprenticeship Employee, or other authorized program or action.

g. Change from a position having known promotion potential to one having no higher potential.

h. Temporary promotion or detail to a higher grade of 120 calendar days or less.

i. Repromotion to a grade or position from which an employee was involuntarily demoted without personal cause.

j. Priority consideration and/or promotion of a candidate not given proper consideration in a competitive promotion action.

k. Promotion as a result of a formal finding of discrimination under EEO regulations, or promotions directed by judges, arbitrators, Federal Labor Relations Authority, or other appropriate authority.

Section 4 - Ranking: Ranking of Candidates will be in accordance with the procedure outlined in the controlling Regional Merit Promotion Plan of the Civilian Personnel Operations Center. The criteria established for ranking should be objective, realistic, and designed to identify the best qualified candidates for the positions to be filled. The evaluation process must effectively measure the degree to which employees possess the skills, knowledges, abilities, and personal characteristics needed for success in the job to be filled.

When an excessive number of best qualified candidates are referred for promotion and if a meaningful distinction (break point) can be made among the candidates rated "highly qualified," the number of candidates referred will be limited to those who have the highest ratings.

ARTICLE 30
REORGANIZATION

Section 1 - Management agrees to consult with the Union prior to implementation of any planned reorganization in accordance with the provisions of Article 10.

Section 2 - For the purpose of this article a reorganization is defined as:

a. The transfer, consolidation or merger of two or more activities at this installation.

b. Consolidation or merger of two or more work sections or functions within a work unit.

Section 3 - Management will inform the Union President of proposed reorganizations prior to the release of the official implementation schedule. The notice to the Union will provide the proposed effective date, projected personnel impacts and schedule for implementation.

ARTICLE 31 CONTRACTING OUT

Section 1 - CA Cost Studies: The Employer shall be available to advise and discuss with the Union, openly and fully, and review an existing, new, or revised function which is being considered for a CA cost study. When a CA study has been approved and initiated, the Employer will schedule monthly meetings with the Union.

Section 2 - Performance Work Statement (PWS): A PWS is the official description of the work under study and is the basis for both the contractor bids and the Government's in-house cost estimate. When a draft PWS is ready, a management study is undertaken to determine the Government's most efficient organization and method of performance to meet the PWS. Within 30 workdays of the beginning of the management study, a copy of the draft PWS will be given to the Union for review. The Union will have 25 workdays to file written comments; the Employer agrees to seriously consider these comments. When the solicitation (which will contain the final version of the PWS) is distributed to industry, the Union will receive a copy. The following information will be provided to the Union:

- a. PWS;
- b. Bid solicitation;
- c. Contract specification;
- d. Bid results after cost comparison certification, tentative awarding dates, and tentative time frames for implementation.

Section 3 - Personnel Actions: Personnel actions resulting from contracting out cost studies will conform to applicable Civilian Personnel and contracting out regulations.

Section 4 - Most Efficient Organization (MEO): If the in-house organization is the successful bidder, the Employer will furnish the Union representative with a copy of the MEO quality assurance plan requirements.

ARTICLE 32
EMPLOYEE ASSISTANCE PROGRAM

Section 1 - The Employer will maintain an effective Employee Assistance Program, designed and negotiated to meet the requirements of applicable laws, regulations, and guidelines so as to attempt to resolve alcohol or drug abuse problems, refer other problems and restore the employees to effective job performance. The employee's participation in the program shall be voluntary.

Section 2 - Policy:

a. The parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, management will provide assistance and create an atmosphere of understanding.

b. Management will provide an opportunity for employees to participate in appropriate programs to overcome problems which contribute to poor performance or conduct. When an employee demonstrates redeeming value, management may hold any disciplinary or performance based action in abeyance pending successful completion of a drug or alcohol treatment program. Upon successful completion of the program, the action may be withdrawn.

c. Management recognizes alcoholism and other drug dependencies as illnesses which are treatable.

d. If the supervisor reasonably suspects that the employee's performance is adversely affected by an alcohol or drug problem, the supervisor should refer that employee to the appropriate program counselor, in accordance with applicable agency regulations.

e. If an employee commits an infraction resulting from alcohol or drug abuse and is determined to be actively participating, and making suitable progress, in the Alcohol and Drug Abuse Program, consideration will be given to that employee's progress in the program before any disciplinary action is taken.

f. Sick leave may be granted for treatment or counseling sessions.

Section 3 - Confidentiality: The confidential nature of records of employees referred to or enrolled in the Program shall be maintained. Neither program advisor, the Union, or any Management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent, except in special situations in accordance with applicable regulations.

Section 4 - Representation: With the Program Advisor's approval and scheduling, an employee may bring a Union representative to a special meeting.

Section 5 - Training: A representative of the Union will be given an opportunity to participate in local training related to the program where the subject matter is of concern to the Union.

ARTICLE 33
WAGE SURVEYS AND PAY RATE DATA

Section 1 - Surveys: The Employer agrees to notify the Union of regular wage change survey schedules when such survey information is received and relates to wage system employees in the unit.

Section 2 - Rate Changes: The Employer agrees to provide the Union a copy of any official pay schedule (WG or GS) which affects bargaining unit employees.

ARTICLE 34

EMPLOYEE SPACE

Section 1 - Space Changes and Relocation: The Employer agrees to notify the Union before making any significant changes to the work space affecting a significant number of employees. The Employer will consider written comments provided by the Union.

Section 2 - Within an office, assignment of space should take into account the specific duties assigned to employees and will be as equitable as possible.

Section 3 - Space Relocation: The Employer will notify the Union prior to undertaking any major moves (entire Branch or larger organizational unit) of bargaining unit employees.

Section 4 - Safety: The Employer agrees to design or alter offices in a manner which will provide employees safe entry and exit. When the Employer determines that hazards exist, the Employer agrees to take prompt, reasonable action to eliminate the hazards.

Section 5 - Smoking/Nonsmoking: The Employer agrees to establish designated smoking area within the facility in accordance with applicable regulations.

ARTICLE 35
INFORMING EMPLOYEES

Section 1 - Employees shall have access, during official duty hours, to all regulations and directives which are applicable to them, including, but not limited to, regulations and directives relating to personnel policies, practices and procedures, and conditions of employment.

Section 2 - All new employees shall be informed that the National Federation of Federal Employees Local 1153 is the exclusive representative of employees in the unit and furnished a copy of this Agreement and a list of officers and representatives of the Union. The Union will be given the opportunity to address new civilian employees at the New Employees' Orientation.

Section 3 - Supervisors are responsible to inform employees by providing access electronically and by other media, to the following work related information, consistent with mission requirements: employment, personnel, finance and facility related information.

ARTICLE 36 MISCELLANEOUS PROVISIONS

Section 1 - Use of Site R Dining Facility: The Employer will provide a dining area for employees to use during uncompensated meal periods. Employees will be authorized to purchase and consume a meal during their uncompensated meal period in the on-site Dining Facility. Subject to supervisor approval, employees compensated for their lunch period but have no essential need to remain in the work area at meal periods may consume their meal in the cafeteria. Employees are to pay for food and beverages served in the on-site Dining Facility at the same meal rate as their military counterparts working at the Alternate Joint Communication Center.

Section 2 - Lounge and eating facilities: Each activity director will make a reasonable effort to provide, within available space and resources, suitable lounge and eating facilities in close proximity to employees' worksites. Employees using these facilities will be responsible for policing and maintaining proper sanitary conditions.

Section 3 - Transportation: The employer agrees to provide, as a privilege, transportation services for AJCC employees, contingent upon the availability of resources. The following provisions are aspects of this privilege:

a. Management will make a reasonable effort to provide transportation from security building to pedestrian adit; or from parking lot to adit in accordance with the published winter weather schedule, for employees during normal basic workweek hours, in accordance with Article 14, Section 2.

b. Management will make a reasonable effort to provide transportation from parking lot to pedestrian adit for employees to coincide with delayed openings.

c. Management will make a reasonable effort to provide transportation from security building to pedestrian adit for shift employees during scheduled shift operations, in accordance with Article 14, Section 2.

d. The Employer agrees to publish transportation schedules and make a reasonable effort to assure that schedules are followed.

Section 4 - Sleeping Area: Management is encumbered with responsibility to execute Site R's National Defense mission. However, the employer will make reasonable efforts to provide a designated sleeping area for employees who, after completing a period of duty, have 8 or less hours before their next scheduled shift.

Section 5 - Cleanup Time: Employees will be permitted adequate time and space for clean-up before meal breaks and prior to the end of their scheduled shift.

Section 6 - Operational and Security Delays During Ingress: Employees may be granted excused absence for delays caused by operational or security procedures.

Section 7 - Hazardous Environmental Conditions: Appropriate compensation will be paid to employees who work under recognized hazardous environmental conditions in accordance with prevailing regulations.

ARTICLE 37

TRANSFER OF FUNCTION

Section 1 - Transfer of Function: This article contains a summary of the guidance provided in 5 CFR 351, SUBPART C.

a. Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area; or a transfer of function is the movement of the competitive area in which the function is performed to another local commuting area.

b. Competing employee means an employee in tenure group I, II, or III in either the competitive or excepted service.

Section 2 - Method of Identifying Employees: There are two methods for identifying employees with a transfer of function. Under method 1, a competing employee is identified if the employee performs the function during the majority of his or her work time, or regardless of the amount of time the employee performs the function, the function includes the employee's grade-controlling duties. Method 2 applies to employees who perform the functions during less than half of their work time and whose duties on the function are not grade controlling. Detailed information and guidance on determining when a transfer of functions occurs and how to identify affected employees is contained in 5 CFR 351 Subpart C.

Section 3 - Notifying Employees and Volunteers: Whenever a transfer of function is approved which affects bargaining unit employees, the Employer will provide information to the affected employees on the proposed effective date, positions affected, actions planned or taken to reduce any adverse impact, employee rights and benefits, etc. When it is determined appropriate to ask for volunteers in a transfer of function and the number of volunteers exceeds the number of employees required to perform the function in the area that is gaining the function, preference may be given to the volunteers with the highest retention standing or selections may be based on other appropriate criteria.

Section 4 - Notifying the Union: The Employer will notify the Union of proposed transfer of function prior to the announcement date, unless the announcement is released by the Department of the Army or higher headquarters prior to notifying the Employer. At that time, management will advise the Union of the transfer of function, the number, names, titles, series and grades of all bargaining unit employees affected, and the measures which management proposes to take to reduce the adverse impact on employees. The affected employees will be given specific notice of the transfer of function at least 30 days before the effective date.

Section 5 - Content of Separation Letters: The Union may request negotiations on the content of separation letters necessary as a result of a declination of a transfer of function. Proposals must be made and negotiations completed within 7 days after the Union is notified of the transfer of function, or the Employer will be able to initiate the letters without further coordination.

ARTICLE 38
PRE-NOTIFICATION FOR UNFAIR
LABOR PRACTICE CHARGE

Section 1 - Purpose: The purpose of this article is to provide a mutually acceptable method for settlement of issues which, if not resolved, will lead to the filing of an unfair labor practice (ULP) charge. When the Union or Management has decided to file a ULP charge, the party so deciding will notify the other of its intent to file. After such notification is given, a period of 10 days will be allocated in an attempt to informally resolve the dispute. This will be the period between a notification of intent to file and the actual filing of a charge of unfair labor practice.

Section 2 - Effort to Resolve: During the settlement period, the parties agree to confer and otherwise make a good faith effort to resolve the dispute. If a resolution cannot be attained within 10 days, the party intending to file may do so; however, the parties may, by mutual consent, agree to extend this settlement period for an agreed upon reasonable time frame if a resolution appears attainable.

ARTICLE 39

DISCIPLINARY ACTIONS

Section 1 - Discipline: The Union and Employer agree that where corrective actions become necessary, measures taken should have a constructive effect. Disciplinary actions will be taken for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale. Any such action must be based on just cause and be consistent with applicable laws and regulations. Discipline must be fair and equitable and administered in a timely and impartial manner.

Section 2 - Proposed Notice: In the event an employee is issued a proposed notice of disciplinary or adverse actions, that employee must be afforded and made aware of all the rights and privileges due him/her. In all cases, the employee will be given the opportunity to reply to the charges, orally and in writing, using the assistance of the Union, as desired. If requested by the employee, a copy of all proposed disciplinary actions against the employee will be provided to the Union.

Section 3 - Preliminary Investigation: Prior to making a determination as to whether disciplinary action, adverse action, or a letter of reprimand is warranted, the Employer may undertake preliminary investigations and discussions with the employees concerned. The Union shall be given the opportunity to be represented at any examination of an employee in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee will be allowed a reasonable amount of time to arrange for such representation.

Section 4 - Appeal of Decision: An employee who receives a disciplinary or adverse action may contest that action through the negotiated grievance procedure or the Merit Systems Protection Board (MSPB) appeal procedure, subject to the Board's rules and regulations, but not both. A grievance filed under the negotiated procedure will be automatically canceled if the same action is appealed to MSPB.

Section 5 - Employee Rights regarding Formal Written Reprimands, Suspension of 14 Days or Less, and Removal or Suspension for More than 14 Days, or Furlough without Pay for 30 days or Less.

a. For a formal written reprimand stating the specific transgressions, the employee has a right to:

(1) Be represented by a Union representative.

(2) To grieve the reprimand through the negotiated grievance procedure contained in this agreement. The written reprimand shall advise the employee of this right.

b. For a Suspension for 14 days or less, the employee has a right to:

(1) An advance written notice of at least 10 days stating the specific reasons for the proposed action.

(2) A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answers.

(3) Be represented by a Union representative.

(4) A written decision and the specific reasons therefore at the earliest practical date.

(5) To grieve the decision, if adverse, through the negotiated grievance procedure contained in this agreement. The written decision shall advise the employee of this right. The agency shall deliver the notice of decision to the employee at or before the time the action will be effective.

c. Removal or suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less, the employee has the right to:

(1) At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

(2) A reasonable time, but not less than 10 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) Be represented by a union representative, attorney or other representative.

(4) A written decision and the specific reasons therefore at the earliest practical date; and the written notice of the decision delivered to the employee before the time the action will be effective.

(5) The notice shall tell the employee of his/her appeal rights.

Section 6 - Notification of Union: The following statement will be included on proposed disciplinary action letters:

"I do () do not () desire NFFE Local 1153 be provided a copy of this letter."

ARTICLE 40
CHANGES TO NEGOTIATED AGREEMENT

The Employer agrees to notify bargaining unit employees of changes to this Agreement which arise during the life of the Agreement.

ARTICLE 41
EMPLOYEE PERFORMANCE EVALUATION

Employees' performance will be evaluated in accordance with applicable agency regulations. Employees will be provided access to these regulations through their supervisors.

ARTICLE 42
NEGOTIATIONS DURING THE TERM OF
THE AGREEMENT

Section 1 - Change of Policy: When published agency or Government-wide policies and regulations in effect at the time the Agreement was negotiated are substantially changed; or when new agency or Government-wide policies and regulations which transmit requirements over and above those imposed by law are published, the parties will meet for the purpose of negotiation to bring the Agreement into conformity with the new requirements. This includes local policies and working conditions at Site R. Any request for amendment shall be in writing and must be accompanied by a summary of the proposed amendment(s) and the reasons therefore. Any amendment of the Agreement, as provided in this Section, shall be in writing and duly executed by both parties.

Section 2 - Modification of Agreement: By mutual consent of the parties, this Agreement may be opened at any time for modification. Any request for modification shall be in writing and must be accompanied by a summary of the proposed modification(s) and the reasons therefore. Any modification of the Agreement, as provided in this Section, shall be in writing and duly executed by the parties.

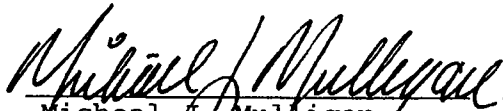
Section 3 - Continuation of Unchanged Provisions: In the event that any law or action of the Government of the United States renders null and void any provision of this agreement, the remaining provisions of the agreement shall continue in effect for the term of the agreement.

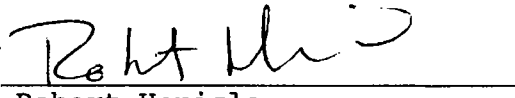
Approved by the Department of Defense on 30 August 2001

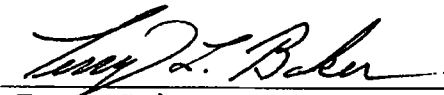
In witness thereof, the parties have concluded negotiations of this agreement and recommend its execution this 30th day of August 2001.

For Management

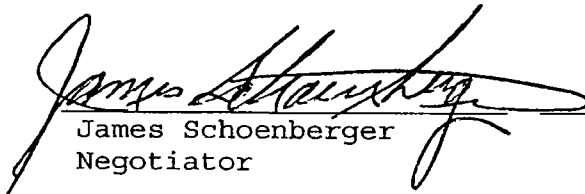
For The Union

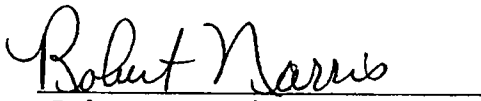

Micheal J. Mulligan
Chief Negotiator

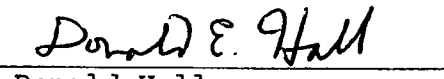

Robert Henicle
Chief Negotiator

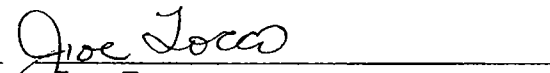

Terry Baker
Negotiator

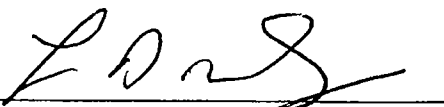

Phil Kesler
Negotiator


James Schoenberger
Negotiator


Robert Norris
Negotiator


Donald Hall
LTC, MS
Commandant, AJCC Site R


Joe Tocco
President,
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Larry D. McNeal
LTC, SC
Commander, 1111th
Signal Battalion

