# LABOR-MANAGEMENT AGREEMENT

**BETWEEN**

## LETTERKENNY ARMY DEPOT

**AND**

## NFFE LOCAL 1429

# LABOR-MANAGEMENT AGREEMENT

between

LETTERKENNY ARMY DEPOT

and

NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1429

## AGREEMENT TO NEGOTIATE

Section 1. Purpose. To establish principles and ground rules considered necessary and desirable to reduce potential areas of conflict and dispute during the conduct of negotiations for a collective bargaining agreement between the negotiating parties. This agreement is entered into, by and between Headquarters, Letterkenny Army Depot, hereinafter referred to as the "Employer", and Local 1429, National Federation of Federal Employees, hereinafter referred to as the "Union".

Section 2. The negotiating team for the Employer will regularly consist of not more than two members, including a chief and an alternate chief negotiator. The chief and alternate chief negotiators will have the authority for the Employer to negotiate and to approve individual, negotiated articles. With advance notice to the Union, the negotiating team for the Employer may include an additional member, a subject matter expert, to provide input on individual articles under consideration. The subject matter expert will not serve as a regular member of the negotiating team.

Section 3. The negotiating team for the Union will regularly consist of not more than two members, including the chief and alternate chief negotiators. Upon advance notice to the Employer, the negotiating team for the Union may include an additional, subject matter expert to provide input on individual articles under consideration. The subject matter expert will not serve as a regular member of the negotiating team.

Section 4. Negotiating sessions will be held at Letterkenny Army Depot, in facilities provided by the Employer, each week on Tuesday and Thursday from 0900 - 1500. Individual sessions may be cancelled upon one working day's notice by either party. Either party may caucus as necessary. The sessions may be adjourned when a lengthy caucus is anticipated.

Section 5. Each party is responsible for maintaining its own record of the negotiating sessions and may utilize the services of a stenographer and/or use a tape recorder to record the proceedings.

Section 6. Order of negotiations.

a. The parties will alternatively select a specific article to be negotiated. Negotiations on a particular article may be deferred at the request of either party. If an article scheduled for negotiation is deferred at the request of the nonselecting party, the party selecting the article may select the next article for negotiation. The party selecting an article will

chair the negotiating session during consideration of that article. Each party will inform the other, not later than the end of each negotiating session, of the specific articles they will be prepared to negotiate at the next, scheduled session.

b. In the negotiations leadlng to the basic Agreement, the general rule of progression in the selection of articles to be negotiated will be to start at the beginning and to work to the end of the parties' proposal packages, with the parties alternatively selecting and negotiating related proposals from the packages. However, this general rule of progression will not preclude the selection or re-introduction and negotiation of previously tabled articles as covered in Section 10 below.

Section 7. Negotiations will be conducted either by the chief or alternate chief negotiators. Other members of the teams (subject matter experts) may address the group only when permission has been granted by the respective team chief. Chiefs/Alternate Chief Negotiators are responsible for maintaining order on their respective teams. Other members on the teams may pass notes to the spokesman or may request a caucus.

Section 8. When an article or proposal has been agreed to by both parties, it will be initialed by the Chief Negotiators for both teams. Sections will not be considered agreed upon until the entire article has been initialed. Initialed articles may be opened for good cause and by mutual consent of both parties until such time as the entire agreement has been signed by the President, NFFE Local 1429, and the Commander, Letterkenny Army Depot.

Section 9. If a party considers a proposal nonnegotiable or unacceptable, it will so state for the record, giving specific reasons why. When the Employer indicates a proposal is nonnegotiable and the Union disagrees, the issue will be referred by the Employer through channels to Headquarters, Department of the Army. If the Union disagrees with the determination made by the Department of the Army, it may appeal that determination to the Federal Labor Relations Authority as provided in Part 2424 of the Authority's rules (5 C.F.R. Part 2424).

Section 10. Definition of an impasse for the purpose of this agreement shall be "The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiations process". When impasse has been reached on any particular article or proposal, the following procedures will be observed.

a. The issue will be tabled to provide a cooling off period and to allow negotiations on other issues. The cooling off period will be seven calendar days unless otherwise mutually agreed upon.

b. During the cooling off period, any or all of the following solutions may be attempted.

(1) Both parties may develop additional data and facts in support of their positions.

(2) Either party may adopt other appropriate measures to remedy the situation.

c. During a cooling off period, both the Employer and the Union will review their respective positions to seek areas where modification and accommodation can be made.

d. When previous action fails to resolve an impasse, either or both parties may seek assistance from the Federal Mediation and Conciliation Services (FMCS). When the services of the FMCS fail to resolve an impasse, either party may request the Federal Service Impasses Panel (FSIP) to consider the matter. The FSIP, at its discretion and under the regulations it prescribes, may consider the matter and may recommend procedures to the parties for the resolution of the impasse, or may settle the impasse by appropriate action. Arbitration or third party fact finding with recommendations to assist in the resolution of an impasse will be used by the parties only when recommended and mutually agreed upon by the parties or directed by the FSIP.

Section 11. Duly designated Union negotiators who are members of the bargaining unit covered by this agreement will be authorized official time as covered in Title 5, U.S. Code, Section 7131(a), for serving as Union representatives in the negotiations performed under this agreement. No overtime pay or compensatory time off is authorized for the performance of union representational duties. No entitlement to travel pay or per diem will be incurred by the performance of Union representational duties.

Section 12. The negotiating team for the union will be authorized a block of time, not to exceed 92 hours, for planning and preparation of a proposal package after agreement has been reached on these ground rules and prior to commencement of negotiations. After commencement of negotiations on the basic agreement, the union negotiating team will be permitted to use the first two hours of the duty day immediately preceding each day's negotiations for preparation.

Section 13. In the negotiations leading to this basic agreement, the parties agree to make an effort to negotiate language that is as simple and clear as possible to avoid misinterpretation in later application. However, the parties realize that not every issue can be dealt with and reduced to simple terms, and that clarity in meaning will not be sacrificed to achieve simplicity in terms.

Section 14. It is agreed that, upon completion of negotiations, 21 calendar days will be allowed for final preparation of the agreement by the employer and review by each party. An advance copy of the final agreement will be forwarded, when prepared, through HQDESCOM to AMC, NLT 7 calendar days following completion of negotiations. An extension of this review preparation time may be granted by mutual agreement. Upon completion of the review/preparation period, the teams will reconvene to review any corrections and to sign the agreement provided no substantive changes have been made. The Commander, Letterkenny Army Depot, executes the agreement subject to post audit review and approval by the major command as outlined below.

Section 15. The executed agreement will be forwarded through Headquarters, Depot Systems Command, to Headquarters, Army Materiel Command, for post audit review and approval for legal and regulatory compliance. Upon receipt of any legal or regulatory changes identified as a result of this review, the Employer will provide the Union the necessary corrections and cite the legal and/or regulatory basis for such changes. The parties will then meet within seven calendar days after the proposed corrections are provided the Union for the purpose of negotiating the necessary corrections. When the contract is published, if any articles or sections of articles are still pending completion of necessary corrections at time of publication, language from the previous agreement, if applicable, will be incorporated into the published agreement, otherwise the area needing correction will be left blank until the necessary corrections are agreed upon and published as a change to the agreement. If there are no corrections identified, the contract, as executed, is considered approved and will go into effect as specified in Section 7114(c)(1), (2), and (3), Title 5 U.S. Code.

Section 16. This Agreement to Negotiate is effective immediately upon signing and will apply to negotiations leading to the basic agreement and to the negotiations of any memorandums or changes thereto made during the life of the basic agreement.

FOR THE EMPLOYER:

_____//s//_____
Chief Management Negotiator

FOR THE UNION:

_____//s//_____
Chief Union Negotiator

Dated: 20 December 1988

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## PREAMBLE

This Agreement is made between Letterkenny Army Depot, hereinafter referred to as the Employer, and Local 1429 of the National Federation of Federal Employees, hereinafter referred to as the Union, pursuant to the policy set forth in Chapter 71, Title 5, U. S. Code, the Federal Service Labor-Management Relations Statute. Accordingly, this Agreement and such approved amendments which may be agreed upon during the life of this Agreement shall constitute a collective bargaining agreement between the Employer and the Union.

## ARTICLE I

## PURPOSE

The purpose of this Agreement is to promote the efficient administration of the Federal Service and the well-being of Federal employees. The parties to this Agreement recognize that this goal can be advanced through mutual understanding achieved through collective bargaining. Accordingly, the Employer and the Union agree to establish appropriate procedures for joint consultations and agreement on the following:

a. The promotion of employee-management cooperation in order to insure employee participation in the formulation of personnel policies and procedures;

b. Orderly procedures, including binding arbitration, for the disposition of employee grievances and the adjustment of other disputes; and

c. Such other matters that may be dealt with through the collective bargaining process.

## ARTICLE 2

## BARGAINING UNIT

This Agreement is applicable to all nonsupervisory Wage Grade employees of Letterkenny Army Depot, hereinafter called the Unit, except those serving under temporary or excepted appointments.

## ARTICLE 3

## PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities. When used in this Agreement, the term "agency" means the Department of the Army.

## ARTICLE 4

## CONSULTATION AND NEGOTIATION

Section 1. Both parties to this Agreement have the responsibility of conducting their consultations and negotiations in good faith and otherwise in such manner as will further the purposes of the Federal Service Labor-Management Relations Statute. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement. Throughout this Agreement, the following definitions will apply:

a. Consultation is defined as discussion between representatives of the Employer and the Union for the purpose of obtaining and considering each other's views regarding impending actions of concern to employees within the unit.

b. Negotiation is defined as the exchange of proposals and counterproposals regarding the substance and/or impact and implementation of an action or decision affecting bargaining unit employees with the goal of reaching agreement prior to implementation.

Section 2. Matters appropriate for consultation and, when appropriate, negotiation shall be personnel policies, practices, and matters related to working conditions which are within the discretion of the Employer. These matters include, but are not limited to, safety, training, labor-management relations, employee services, grievance procedures, leave procedures/policies, promotion policies, demotion practices, reduction-in-force practices, pay procedures, and hours of work.

Section 3. It is recognized that this agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views, and negotiation, if appropriate, in an effort to find mutually satisfactory solutions to matters not covered by this agreement.

Section 4. The Employer and the Union agree that discussions between the parties over impending actions of concern to bargaining unit employees are beneficial to the collective bargaining process and will be fully considered.

Section 5. The Employer agrees that working conditions within its discretion, which have previously been enjoyed by bargaining unit employees, and which are not covered by this agreement, will not be changed without prior negotiation with the Union.

Section 6. Changes in Working Conditions.

a. The Employer will provide the Union with advance notice of changes to employee working conditions at least ten (10) work days before such changes are effected.

b. At its option, the Union may request to negotiate the proposed change. The Union's request, along with its proposals for consideration, must be submitted within seven (7) work days of the date of the Employer's notice in section 6a above. Failure of the Union to respond with proposals within seven days will be considered acceptance, and the Employer may implement the change without further discourse.

c. The parties will meet within ten (10) work days of the date of the Union's request in section 6b above to bargain, as appropriate, over the proposed change. Absent an overriding exigency, no change will be implemented until negotiations are completed.

Section 7. Changes in Local Regulations.

a. The Employer agrees to provide the Union with advance notice of proposed changes to Letterkenny regulations affecting bargaining unit employees.

b. At its option, the Union may request to negotiate such proposed changes. A Union request to negotiate must be received within ten (10) work days of the Employer's notice to the Union. Failure of the Union to respond within ten work days will be considered acceptance, and the Employer may proceed with publication and implementation.

c. The parties will meet within ten work days of the date of the Union's request in section 6b above to bargain, as appropriate, over the change. Absent an overriding exigency, no change will be published and/or implemented until negotiations are completed.

Section 8. Amendments to this agreement may be required due to changes in applicable law, Executive Order, or government-wide regulations or policies. The parties will meet within 30 days after receipt of implementing instructions to negotiate new language to satisfy mandatory requirements.

Section 9. Negotiations may be opened for amendment to this agreement by mutual consent of the parties at any time. Requests for such amendment must be written and must contain a complete text of the proposed amendment. Provided the parties have received any requested information, the parties will meet within 30 days after receipt of the proposed amendment to discuss the matter involved.

Section 10. It is understood that no provision of this Agreement shall nullify the rights of employees, the Union, or the Employer as established by law, Executive Order or regulations of appropriate authority, nor shall it relieve the parties from the responsibility to consult, confer and negotiate on the policies practices and procedures used in exercising these rights.

## ARTICLE 5

## EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Management officials of the agency retain the right, in accordance with applicable laws, to (1) determine the mission, budget, organization, number of employees and internal security practices of the agency; (2) hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (3) assign work, make determinations with respect to contracting out, and determine the personnel by which agency operations shall be conducted; (4) make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and (5) take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this article shall preclude the Employer and the Union from negotiating:

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

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

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

Section 3. The Employer agrees to inform all new employees that the Union is the exclusive representative of the employees in the unit. A Union flyer, as provided by the Union, shall be given to each new unit employee during orientation; also, a current copy of the Labor-Management Agreement.

## ARTICLE 6

## UNION RIGHTS AND OBLIGATIONS

Section 1. The Union has the exclusive right to represent all employees of the unit in consultations and negotiations with the Employer regarding personnel policies, practices or other matters affecting working conditions. As a condition of this right of exclusive recognition, the Union accepts responsibility for and agrees to represent in good faith the interests of all employees in the Unit without discrimination and without regard to membership in the Union.

Section 2. The Union shall be given the opportunity to be represented at any formal discussions between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 3. The Union shall be given the opportunity to be represented at any examination of an employee by the Employer in connection with an investigation if (a) the employee reasonably believes that the examination may result in disciplinary action against him/her; and (b) the employee requests representation. The Employer has no obligation to bargain with any Union representative who may be permitted to attend the investigatory examination; however, the views and/or opinions of the representative will be heard.

Section 4. The Union has the right to represent any employee in the bargaining Unit in connection with a grievance or an appeal from an adverse action if the employee involved desires representation by the Union. The right of employee representatives to be present during discussion of grievances shall be subject to statutory requirements as to security and confidentiality of information.

Section 5. Upon request, the Union will be granted authority to conduct a membership drive twice per calendar year for a maximum period of thirty calendar days per drive. The collection of dues and other internal business of the Union shall be permitted on the depot before and after scheduled work shifts and during the lunch periods of the employees concerned. The solicitation of membership and distribution of literature by the Union on the depot shall be accomplished during non-work time. Non-work time includes scheduled breaks, time before and after scheduled work shifts, or during lunch periods. None of the above shall interfere with the work of the activity.

Section 6. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and Chapter 71, Title 5, U. S. Code pertaining to employee rights and labor-management relations, or against any employee for filing a complaint or acting as a witness under this Agreement.

Section 7. Upon request, the Union will be granted authority to conduct voter registration drives yearly. Such drives will not exceed 60 calendar days in duration.

Section 8. The Union shall not interfere with, restrain, or coerce an employee in the exercise of his/her rights assured by Chapter 71, Title 5, U.S. Code.

## ARTICLE 7
## EMPLOYEE RIGHTS

Section 1. Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Chapter 71, Title 5, U. S. Code, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 2. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulations, or policy of the agency.

Section 4. The Employer shall not discipline or discriminate against any employee because he has filed a complaint or given testimony under Section 7116, (unfair labor practices), Title 5, U. S. Code.

Section 5. The parties agree that an employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of employees to conduct their private lives as they deem fit. In this regard, employees shall have the right to engage in outside employment without the requirement to report such activity, except as required by law or regulations, and provided the activity does not interfere with the performance of their Government duties.

Section 6. Employees of the unit are entitled to Union representation during any examination or investigation of the employee by a representative of the agency if: (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (b) the employee requests representation.

Section 7. Employees who are the subject of investigatory interviews conducted by Security officials will be advised that they have the right to a union observer and that they will be given time to make a phone call to the Union to arrange for same if they so request it.

## ARTICLE 8

## UNION-MANAGEMENT COOPERATION

Section 1. The Civilian Personnel Officer or designee, Letterkenny Army Depot, is the principal point of contact for the Employer on labor-management matters. It is understood that the Civilian Personnel Officer (CPO) and those delegated to act for him/her are authorized to act for the command in the administration of this Agreement. It is further understood that the Employer and the Union share equal responsibilities in the administration of this Agreement.

Section 2. The Union shall have the responsibility to present its views to the Employer, and the Employer to the Union, either orally or in writing, on any matter of concern which is appropriate for consultation in accordance with this Agreement; and, if either party requests, the parties agree to meet promptly in an effort to resolve the matter which created the concern. If appropriate, the matter giving rise to the need for the meeting will be specified in advance.

Section 3. The Employer and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of manpower, materials, supplies, and equipment; the improvement in quality of workmanship and service; the maintenance of effective supervisor-employee communications; the maintenance of an atmosphere in which every employee can give a day's work for a day's pay; the judicious use by employees of sick leave; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of morals in the service.

Section 4. When requested by the Union, the Employer will appoint a Union representative, designated by the Union, to serve on those officially designated committees designed for joint management/employee participation which deal with matters affecting the safety and welfare of unit employees.

Section 5. The Union and Management agree to confer with each other on any matter of mutual concern before referral to an outside party. This is not to prevent the Union and Management from seeking guidance from higher authority within their command channels. In the interest of good faith bargaining, the Union and Management further agree to inform each other if outside referral is made. The point of contact before outside referral for Management is the Commanding Officer and for the Union, the President.

## ARTICLE 9

## OFFICIAL TIME/UNION REPRESENTATION

Section 1. The Civilian Personnel Officer or designee is the principal contact point for conducting business with the Union. Such designation will not preclude the Union from contacting the Commander or other management officials on any matter that may appropriately be brought to their attention.

Section 2. The President of the Union or his duly authorized representative will be the spokesperson for the Union and shall have the right to consult and negotiate with the Employer on matters covered by this Agreement.

Section 3. The Employer agrees to recognize the Union stewards and officers authorized by the union. The number of stewards shall be the minimum number required in order to insure that each employee in the Unit shall have access to a steward on his/her work shift. If employed, stewards shall be employees from the Unit to receive official time under the provisions of this Article. The Employer will consult with the Union if the number of stewards appointed appears to be excessive or insufficient, and the Union agrees, in turn, to give bonafide consideration to the views of the Employer.

Section 4. The Union shall keep the Employer advised, in writing, of tha names of its officers and stewards which shall be posted on official bulletin boards.

Section 5. Amounts of official time accorded under this Agreement.

a. It is agreed that the Union President and Chief Steward shall be authorized a reasonable amount of time during duty hours to perform official representational duties that are necessary to properly represent the interests of all Unit members and to carry out the provisions of this Agreement.

b. All other officers and stewards shall be authorized reasonable amounts of official time for representational duties. If the supervisor suspects this time is being abused, the provisions of Section 8e will be utilized. As a guide, 7 1/2% of total available work time will be the signal that there may be a problem. 7 1/2% will not, in itself, be the basis to deny official time.

c. Time spent in proceedings before the Federal Labor Relations Authority and in negotiations, mediation and impasse proceedings will be recorded on official time reports (Section 8d below), but will not be counted in this determination.

Section 6. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officers and stewards because of the performance of representational duties. They shall conduct their business with dispatch and will make every effort possible to eliminate conflicts between their regular duties and their Union duties.

Section 7. Approved Union activities in which Union officers and stewards may engage themselves during duty hours are as follows, unless other wise stipulated by the terms of this Agreement:

a. Receive investigate, prepare and present employee or Union complaints/grievances.

b. Represent employees in disciplinary action proceedings.

c. Prepare and present arbitrations and MSPB appeals in either a representational capacity or as a witness.

d. Attend formal discussions between one or more representatives of the agency and one or more employees in the Unit concerning grievances, personnel policies, practices, and general conditions of employment.

e. Represent an employee during an examination by the Employer in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against him/her and (2) the employee requests representation.

f. Participate in Employer/Union meetings and consultations.

g. Attend formal discussions between management and employees concerning grievances when the aggrieved employee does not have the Union represent him/her.

h. Perform any other representational function where official time is authorized pursuant to and consistent with applicable statutes, regulations, Executive Orders and provisions of this Agreement, e.g., EEO complaints, OWCP proceedings, fitness for duty proceedings, debt complaint and collection actions, ADAPCP interviews, etc.

i. Use the Union office for authorized Union activities.

Section 8. Requesting and Accounting for Official Time.

a. When Union representatives are required to leave their duty stations to engage in authorized labor-management business, they will obtain permission from their supervisor, indicating the area they intend to visit, the estimated time of return, and the general nature of the labor-management business as listed in Sections 5c or 7 above. The supervisor will authorize this absence provided no compelling work requirement exists. If permission cannot be granted due to a compelling work requirement, the supervisor will attempt to reschedule the official time as soon as possible following denial of the representative's request (normally the following workday).

b. When entering a work area to meet with a grievant or other employee in carrying out their representational activitries, the Union official or steward, as soon as practical, will inform the supervisor in that work area of their arrival and to whom they desire to speak. The responsible supervisor will furnish the employee and Union representative an area suitable for private conversation.

c. Union representatives will conduct their representational business with dispatch in order to minimize their time away from their duty stations. In the event the representative's business cannot be concluded within the approved period of absence, the representative will contact his/her supervisor to request additional time. The supervisor's decision will be based upon workload requirements and the reasonableness of the additional time requested. It is recognized that there will be occasions, such as union-management meetings and negotiations, when representatives cannot submit requests for additional time in advance.

d. Upon returning to their duty stations, representatives will provide a completed copy of an official time reporting form (e.g., SDSLE Forms 307 or 3378) to the supervisor detailing the amount of time used and the nature of the union business. This form will be used as the backup for entries made covering the absence in the automated time and attendance reporting system. The supervisor will maintain the form for one year.

e. When a supervisor suspects abuse of official time or the use appears to be excessive and the issue is not resolved by discussion between the immediate supervisor and the representative involved, an objective discussion concerning official time utilization shall be conducted by the supervisor and the representative in the presence of an MER representative, other management officials as appropriate, and the Union President or designee in order to reach a mutually satisfactory resolution.

Section 9. Management-initiated changes in organizational assignment and hours of work affecting recognized Union representatives will be discussed with the Union in advance. The intent of this Section is to avoid, to the maximum extent possible, the assignment of Union representatives from one shop, shift, or location to another. This will also prevent unnecessary reassignments of representational areas.

Section 10. The work schedule of the President of the Union will be arranged to permit effective and timely consultation with management officials, Union representatives, and/or employees on matters of concern to the employees or management. Elected officers of the union, if employees, will be assigned on the day shift if requested by the union during their term of office, subject to the mission requirements of the Employer.

Section 11. Union stewards shall normally be confined to their assigned representational areas and will confer with lower level supervisors as required to insure uniform interpretation and implementation of the Agreement, resolve proposed disciplinary actions, and resolve matters affecting working conditions. Grievances will be processed in accordance with procedures covered under Article 43.

Section 12. The Union agrees to educate its stewards with regard to their authorized representational duties and responsibilities as Union representatives and to limitations imposed by terms of the Agreement, agency, or federal regulations.

Section 13. A NFFE National representative will be allowed the right to represent NFFE Local 1429 if requested and authorized by the Local.

Seciton 14. In the event official Union business needs to be conducted off the installation, the CPO will be advised in writing, stating the reason and nature of such business. CPO approval will be obtained before any Union business is conducted off the installation on "official time." The approval/disapproval will be in writing and received by the Union within three days of such request. In the event of unforeseen circumstances which do not allow time to process the above written request, a telephonic request and subsequent approval or disapproval will be acceptable.

ARTICLE 10

HOURS OF WORK

Section 1. The normal basic tour of duty will consist of five (5) consecutive eight (8) hour workdays, Monday through Friday. Standard day shift tour of duty is 0730 to 1615 hours. It is agreed that the Employer reserves the right to establish or change hours of duty as deemed necessary to insure efficient operations and accomplishment of assigned missions. However, except for bonafide emergencies, no change in established tours of duty or hours of work for an entire cost center/work group shall be made without prior consultation with the Union.

Section 2. Assignments to the same tour of duty and the same daily hours of work will be for a minimum period of one week, except when a change is required to avoid seriously handicapping the agency in carrying out its functions or substantially increased costs. Frequent changes, particularly from day to night work, will be kept to a minimum.

Section 3. The days and shift hours of shift employees' basic workweek may be changed, provided the employee receives as much advance notice as possible. In this regard, if management has knowledge of the need for a change in days or shift hours two weeks or more in advance of the administrative workweek requiring such change, a 14 calendar day notice will be given whenever possible to the employees affected by such change. If management's lead time is lese than 14 calendar days in advance of the administrative workweek requiring such change, a shorter notice period will be acceptable. Such notification is not required in emergency situations or when the employee gives his consent. Shift hours may be changed as necessary to permit an employee or Union representative to participate during duty hours in grievance or appeal hearings.

Section 4. Employees on the regular day shift shall have a 30 or 45 minute unpaid lunch period. A 30 minute unpaid lunch period will be scheduled for the "2nd" and "3rd" shifts. Variations from the established time for lunch may be made to suit special workload requirements. When such changes affect an entire cost center/work group, the Union will be notified and provided the reason for such change prior to the day such change is needed. The regular lunch period shall not begin earlier than three hours after the start of the shift or terminate later than three hours before the end of the shift. Where it is feasible for 3 shifts to operate end-to-end, 24 hours, around-the-clock, a 20 minute paid lunch period will be provided. It is agreed that under these circumstances, workers will stay at or near their work stations.

Section 5. Uncommon tours of duty may be established in the same manner as any other change in regular duty hours, when necessary for efficient operation or when the cost of operation can thus be reduced without imposing undue hardship on employees. Prior to establishment of an uncommon tour of duty, the Union shall be consulted and provided an opportunity to negotiate impact and implementation.

Section 6. Employees reporting to work as scheduled shall not be required to take annual leave for any part of the scheduled shift. In this connection, it is understood that employees will be expected to perform available work. The Employer agrees that employees will not be assigned or required to perform work other than that to which they are normally assigned during inclement weather unless the Employer has provided the employees with the proper foul weather gear and clothing or unless they have been notified by their supervisors no later than the previous day of their assignments, in which case they will be expected to report to work prepared for assigned duties.

Section 7. All volunteers for night shift work, providing their classified skills qualify them for the work to be done, will be utilized first. In the event there are not enough qualified volunteers, selections will be made of qualified employees in the inverse order of their standing on the retention register. The employee with the least retention shall be chosen first, etc. In the event there are more volunteers than needed within any specified grade or skill, the employees with the greatest retention standing shall be selected. Once employees are voluntarily assigned to a night shift, their assignment will not usually be disturbed except by request, or there is no longer a need for their services on the shift. Frequent changes, particularly from day to night work, will be kept to a minimum.

Section 8. When a night shift operation is reduced in strength or abolished, the placement of employees affected will be accomplished in the following order: the desires of the employees with the highest retention standing will be considered first; if there is a need for further placement action, it will be accomplished by identifying the employees starting with the individual with the lowest retention standing.

Section 9. Upon written request, employees assigned to the second, third, and/or split shift will be considered for transfer to day shift vacancies in the same division and to the same grade, title, and series. Where more than one shift is in operation and a vacant, permanent position is to be filled, second, third, and/or split shift employees with written requests

on file will be offered the vacant position prior to a vacancy announcement being prepared. The vacancy may then be announced on the shift the identified employee would leave. These procedures will be utilized for no less than every other vacancy on the day shift. To utilize the procedures established in this section, an employee must have at least one continuous year of service on the second, third, and/or split shift in the identified position. Where multiple requests are on file, the employee with the earliest written request will be transferred first. When more than one request is submitted on the same date, the employee with the highest retention standing will be transferred. Personal hardship requests will be handled on a case-by-case basis.

Section 10. It is understood that employees on TDY will be governed by the hours of the work prevalent at the TDY duty station.

Section 11. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to cleanup at the end of the workday. In the same manner, a reasonable amount of time will be allowed for storage, cleanup, and protection of government property.

Section 12. Employees shall normally be granted a 10 minute rest break during the middle of the first and last half of each eight hour shift. However, special arrangements may be made to accommodate employees who do not work the standard day shift tour; for example, both break periods may be combined for one 20 minute break in the first half of the shift or a 15 minute break in the first half of the shift and a 5 minute break in the second half, etc. Regardless of the combination decided upon, the total time will not exceed 20 minutes or be used to shorten the work day. These arrangements will be accomplished by a majority vote in each cost center. The entire cost center will take the established break at the same time, however, case-by-case exceptions may be made for employees who work the standard 0730-1600 tour of duty. Variations from the established time for breaks may be made to suit special workload requirements. When this change affects an entire cost center/work group, the Union will be notified and provided the reason for the change prior to the day the change is needed. The Union will be notified and given an opportunity to negotiate the impact and implementation of any permanent changes in established break times before they are effected.

Section 13. The Employer agrees that normally, stewards will not be transferred from their regular work center/work shift to another, except to meet mission and/or regulatory requirements.

Section 14. Flexitime.

a. General. Employees in the unit will coordinate their hours of work with their supervisors.

b. Definitions.

1) Flexitime: A system of work scheduling which splits the workday into two distinct kinds of time - core time and flexible time.

2) Core time: That portion of the workday during which all employees must be present for work. Core time will be 0830 to 1430 hours.

3) Flexible time: Portions of the workday during which the employee has the option to select and/or vary starting and quitting times will be between 0600 and 0830 (at 30 minute intervals) for starting time and 1430 and 1730 for quitting time.

4) Flexitour: The employee's assigned schedule following his/her selection of a starting time within the established flexible time band. The schedule is the employee's tour of duty until another schedule is approved by the supervisor.

5) Operational hours: The normal hours of operation during which employees must be available to carry on the work of the organization. Operational hours are normally from 0730 to 1600 hours. Operational hours may be changed by activity directors with prior notification to the union. Operational hours do not apply to second and third shifts.

6) Starting time: The half hour increments (30 minutes) from 0600 to 0830 hours that employees may begin their tours of duty.

7) Workday: An eight hour period excluding the unpaid lunch period.

c. Procedures.

1) Each employee will consider the requirements and responsibilities of their job assignments, the interface with other employees and organiations, and overall mission accomplishment in selecting a flexible tour of duty.

2) Supervisors will review employee requests considering the employee's desires so far as practicable in assuring that job and overall mission requirements are met. Supervisors will also determine the amount of employee coverage needed during operational hours and will ensure that adequate coverage is maintained.

3) When employee preferences do not yield sufficient coverage during operational hours and, as a consequence, an employee's flexitour request cannot be approved, the supervisor will discuss the need for a different tour of duty with the affected employee. If the supervisor and employee are unable to arrive at a mutually agreeable tour of duty, the tour of duty shall be assigned by the supervisor.

4) When more than one employee is qualified (identical job title, series, and grade level) and fully knowledgeable of the required position functions, the supervisor will solicit a volunteer(s) to work the required tour of duty. In the event needs are not met by volunteers, the supervisor will assign the tour of duty based upon inverse order of employee seniority.

5) Approved tours of duty may require temporary adjustments to accommodate meetings/conferences, changes in workload requirements, training courses, and/or special projects. When temporary adjustments are required, the supervisor will notify the employee before the end of the tour of duty the previous day so the employee can make arrangements to report on the revised temporary work schedule.

6) Based on criteria in 1) and 2) above, adjustments to the scheduled tour of duty may be made with the approval of the supervisor to facilitate personal emergencies and scheduling of routine medical and dental appointments.

## ARTICLE 11

## OVERTIME

Section 1. Overtime worked shall be paid at the appropriate overtime rate in accordance with current pay regulations. The overtime rate shall include any shift differentials or additional pay to which the employee is entitled.

Section 2. Overtime work will be assigned equitably, regardless of shift, by occupational series from the work group where overtime is required and whose skills are necessary for the work to be accomplished. This requirement does not apply to employees whose performance is less than fully successful in accordance with the procedures outlined in Article 40. Work group is defined as those personnel who perform the work for the same supervisor during the week. Uniform records, SDSLE Form 3398, will be maintained by every work group for the current and preceding year of overtime work showing the overtime offered and accepted or offered and declined by each employee in the work group. Declinations of overtime will be initialed by the employee. An employee who declines overtime offered, or is excused for reasons stated in Section 4 of this Article, will be considered as having worked for the purpose of determining equity of overtime distribution. Each new calendar year will begin with the previous calendar year's ending balance. Any employee who feels he/she has been denied an equitable amount of overtime may discuss the matter with the supervisor; employees may do this on their own or along with or through a steward. When questions of overtime equity arise, these records will be made available for review by the Union and/or affected employees. Absences during the week in which overtime is worked will not in themselves preclude asking employees to perform overtime work.

Section 3. When an employee is detailed or loaned to a different work group for the purpose of supplementing that work group on a continuing basis (40 hours or more), and overtime is required of the employees in that work group, the detailed employee will be given equitable consideration for the overtime. In such cases where a work group has the need for overtime, consideration will be given to their own employees who are detailed out before bringing in employees from other work groups to perform the overtime. Any new hire or transferee will be credited with overtime in the amount of the highest overtime in the work group.

Section 4. Employees may be ordered to perform, in accordance with mission requirements, a reasonable amount of overtime within an administrative workweek. In such cases, the employee will be provided the justification for the overtime requirement. In the event an employee does not desire to work overtime, the employer shall make every effort to accommodate the employee's request to be excused from overtime work provided another qualified employee is available for the overtime.

Section 5. The Employer shall promptly notify affected employees of the requirements and need for overtime work after establishing firm overtime requirements. Such notification normally will be at least 24 hours in advance of the requirement to work overtime and the cancellation of established overtime. When 24 hours notification cannot be provided, justification will be provided the union when requested. Employees normally will be notified by close of business on Thursday when the overtime assignments involve Saturday or Sunday.

Section 6. No employee shall be charged with performing or refusing overtime worked in accordance with Section 2 of this Article because of exercising his or her right to utilize annual or sick leave in accordance with the conditions outlined in this Agreement. Nothing in this Article shall be construed as imposing an obligation on the Employer to offer or assign overtime to an employee who is on sick or annual leave unless the employee returns to duty prior to the date the overtime request is submitted by the first line supervisor.

Section 7. If an employee is called back to duty to perform unscheduled overtime work, such work will be considered to be at least two hours in duration for overtime pay purposes. If the callbeck was to perform an emergency work assignment, the employee will be released upon completion of the assignment, absent a legitimate need for the employee's services.

Section 8. No employee will be denied overtime solely because he/she cannot work both a Saturday and Sunday overtime. However, employees who volunteer for both Saturday and Sunday work will be given preference where continuity of the work operation would require such.

Section 9. Employees will be given a ten (10) minute break at the end of their normal tour of duty prior to beginning at least two hours of overtime and will receive a ten (10) minute break two (2) hours later if the overtime will last four hours. If the overtime exceeds four hours in duration, employees will receive a thirty (30) minute unpaid lunch period at the end of four hours of overtime and a ten (10) minute break after each additional two hours of overtime.

Section 10. When more than one regular shift is in operation, overtime will not be assigned when qualified and available employees on the following shift can perform the work on a regularly scheduled basis. Exceptions to this may be made only when job continuity would clearly be adversely affected by changing personnel at the change of shift.

## ARTICLE 12

## ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable statutes. Although annual leave is a right of the employees, management retains the final decision on leave requests. Annual leave will be granted freely for personal or emergency purposes when employees can be spared from their duties. When a request for annual leave has been denied, the employee will be notified of the reason for denial by the supervisor. When such request is in writing and submitted three work days in advance, the denial will also be in writing. Denials will be based upon factors that are reasonable, equitable, and do not discriminate against any employee. Leave requests by employees will be approved, provided mission requirements will allow for such absences, except in instances where senior employees, by SCD, have submitted an earlier request covering the same period of time. It is agreed that no employee will be instructed to take annual leave at any time other than a time mutually agreeable between the employee and his/her supervisor.

Section 2. Requests for unscheduled annual leave will be considered on an individual basis, taking into account the employee's expressed needs and desires as balanced against mission requirements. Employees should request unscheduled annual leave as soon as the employee becomes aware of the need for the leave, preferably within the first two hours of their shift, but in no case later than four hours after the beginning of their shift unless there are circumstances beyond the employee's control. The employee will state the reason for the request and the approximate time he/she anticipates to be absent from work. When an employee requests unscheduled annual leave, the supervisor retains the final determination as to approval. The decision of the supervisor is subject to the grievance procedure.

Section 3. It is agreed that an employee who has accumulated leave in excess of the maximum which can be carried forward to the next calendar year, and it is apparent that the employee may have difficulty in using the excess leave, may be counseled by his/her immediate supervisor in regard to scheduling the reduction of excess leave. However, employees who fail to request and schedule excess (use or lose) annual leave in a timely manner (NLT the beginning of the third full pay period before the end of the leave year) may forfeit the excess annual leave at the beginning of the next leave year.

Section 4. The Employer agrees that supervisors will post in their areas the phone numbers to be called when requesting leave. This will include the supervisor's name, an alternate individual to be called in the absence of the supervisor, and an emergency number.

Section 5. The Employer agrees that the time honored practice of granting liberal leave for fishing and hunting will continue as in years gone by.

Section 6. Any employee having annual leave to his/her credit may apply in advance for leave, and such leave with pay shall be approved for any workday which occurs on the employee's birthday or religious holiday associated with the religious faith of the employee.

Section 7. At any time during the leave year, an employee may request advance annual leave credits not to exceed the amount of leave the employee will accrue during the remainder of the leave year. In determining whether to approve or disapprove such requests, supervisors will take into consideration the anticipated return to duty of the employee and the ability to liquidate the obligation created.

Section 8. The Union recognizes the need for employees to maintain an adequate leave balance and will encourage employees to prudently utilize their leave. It is understood that there is no minimum leave balance required of any unit employee, but mutually agreed that it is reasonable to encourage employees to maintain a 40-hour balance to cover emergency situations.

## ARTICLE 13

## SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

Section 2. Approval of sick leave shall be granted to employees when they are incapacitated for performance of their duties; for medical, dental, or optical examination and treatment when required and requested prior to beginning of the absence; and when a member of the immediate family of the employee is afflicted with a contagious disease and requires care and attendance by the employee. For the purpose of this Agreement, incapacitation is defined as being physically incapable of performing normal duties.

Section 3. Employees who are absent because of illness will be expected to notify their supervisor as soon as practicable, preferably within two hours, but in no case later than four hours after the start of their scheduled work shift unless there are circumstances beyond the employee's control. Failure to give such notice may result in the employee being placed on AWOL or, if circumstances warrant, on other approved leave.

Section 4. Except as provided in this Agreement, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three consecutive workdays in duration. ~~If required, medical certification should be provided upon return to duty, but in no case later than one full pay period after returning to duty.~~ SEE 28 SEP 06 AMENDMENT. A NEXT PAGE, supervisor has the right to require that an employee furnish a medical certificate for each absence for medical reasons, regardless of duration, on the following basis:

a. Where an employee has established a pattern of sick leave use indicating abuse of sick leave;

b. The supervisor has counseled the employee with respect to suspected abuse of his/her sick leave and a record of this counseling is on the employee's SF-7B card;

c. The sick leave record of the employee after the counseling does not improve;

d. The employee has been furnished written notice that he/she must furnish a medical certificate for each absence for medical reasons; and

e. This written notice is annotated on the employee's SF-7B card.

The supervisor will review the sick leave record of each employee under an active sick leave restriction letter semiannually. This review will take place in the presence of the employee. Where the semiannual review indicates an improvement in the use of sick leave during the period of restriction, the restriction will be removed and the SF-7B card annotated as such. If a pattern of abuse is indicated within one year of the removal of the restriction letter, a new restriction letter may be reissued without a formal counseling session. The reissuing of the letter will be annotated on the SF-7B card. Changes in organizational assignment will not automatically remove sick leave restrictions imposed by a valid restriction letter. Although the amount of sick leave used may be a consideration, a sick leave restriction letter will not be issued solely because of the number of hours used.

Section 5. For the purpose of this Agreement and in accordance with 5 CFR 630.201, a medical certificate is a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment. Medical certificates should contain a brief statement as to the nature of the incapacitation, examination, or treatment; e.g., flu, sprained ankle, eye examination, etc. In accordauce with applicable privacy regulations, supervisors will take proper precautions to safeguard against the unauthorized disclosure of the content of medical certificates and any medical information provided them to support employee requests for sick leave.

Section 6. No employee sent home from work by the civilian medical facility shall be required to submit a medical certificate for that day. In such cases the appropriate medical personnel will advise the employee's supervisor that the employee should be placed on sick leave for the remainder of the day. However, if the employee is required to be absent for more than the day sent home, he/she must call their immediate supervisor the following day and request sick leave as per the provisions of Sections 3 and/or 4 as applicable.

Section 7. Employees who are incapacitated for duty because of serious illness or disability may request an advance of sick leave in accordance with applicable regulations.

Amendment to
Labor Management Agreement (LMA)
Between
Letterkenny Army Depot
And
National Federal of Federal Employees
Local 1429

The following section of the LMA is amended in accordance with Article 4.

Article 13
Sick Leave

**Section 4. - Change second sentence:**

**From** - If required, medical certification should be provided upon return to duty, but in no case later than one full pay period after returning to duty.

**To** - If required, medical certification should be provided upon return to duty, but in no case later than 15 calendar days after the date the agency requests certification. If despite the employee's diligent, good faith efforts to do so he/she is unable to provide the requested certification within this timeframe, he/she must provide the certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such certification.

In witness whereof, the parties hereto
have executed this amendment
on this date:

9-28-2006

JUDITH C. TREGO
Chief, Letterkenny Civilian Personnel
Advisory Center

GERALD D. MELLOTT
President, NFFE Local 1429

Section 8. Employees on extended sick leave, i.e. sick leave in excess of thirty workdays, may be required to provide medical certification every fifteen workdays thereafter, unless the duration of the incapacitation was specified in the treating physician's initial medical certificate. Employees who request extended sick leave may also be required to furnish additional medical documentation to support their requests in accordance with applicable Government-wide regulations.

Section 9. The Employer shall not publicly post individual sick leave records except to publicize sick leave savers.

Section 10. The number of hours approved for medical appointments will be determined by using the depot as the point where the sick leave would begin and end, to include all necessary travel time. Employees are encouraged to schedule appointments on nonwork days and/or before and after scheduled duty hours.

## ARTICLE 14

## LEAVE WITHOUT PAY

Section 1. Employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. An initial grant of leave without pay shall not exceed one year. For the purpose of this agreement, the minimum charge to leave without pay (LWOP) will be in fifteen minute increments.

Section 2. The Employer recognizes that employees in the Unit may be elected or appointed as a delegate to a Union Convention or other function. When this function requires an absence not to exceed two weeks, the Employer agrees to authorize annual leave or leave without pay, provided reasonable advance notice is given.

Section 3. When an employee in the Unit is elected or appointed to a National Union position or activity which requires an extended leave of absence, the Employer will grant annual leave and/or leave without pay for periods up to one year per application. Thirty days advance written notice will be provided the Employer.

Section 4. Employees in or returning to duty from an approved leave of absence shall be granted all rights and privileges to which they may be entitled in accordance with applicable regulations.

## ARTICLE 15

## EXCUSED ABSENCE

Section 1. Excused time, not to exceed 24 hours during any 12 month period, will be granted to employees who are officers or representatives of the Union to enable them to attend National Federation of Federal Employee sponsored training sessions in labor-management relations. It is understood that this training must be mutually beneficial to the Union and Employer and will be related to matters concerning basic statutes, regulations, agency policies and negotiated agreements which affect working conditions and personnel policies, practices and procedures and is of concern to the employee in his/her capacity as an organization representative. Requests for additional time to attend mutually beneficial training sessions in labor-management relations will be considered by the Employer.

Section 2. Employees who volunteer as blood donors will be authorized a maximum of four hours of excused absence, insofar as scheduling of donors will allow, for recuperation following blood donation. Additional time will be granted when recommended by the blood coordinator, with the concurrence of the medical officer. Such absence will not include time spent in donating blood, traveling to and from the site of the donation, nor will it include the employee's lunch period. Second shift employees will receive the latest donation times, with the four hour recuperation time beginning at the end of their donation. Third shift employees will receive the earliest donation times. Employees who request, but are not scheduled for the quarterly Blood Mobile visit, will be given an opportunity to donate at a place of their choosing. Emergency donations will be handled on a case-by-case basis by the depot blood coordinator. Desirable blood donation times will be rotated equally among individuals and organizational elements.

Section 3. In the interest of safety of employees, when extreme weather conditions exist, the Employer may take one or more of the following actions:

a. Close the installation.

b. Authorize delayed arrival in conjunction with the start of the employees' tour of duty or dismiss employees before the end of their tour of duty.

c. Excuse tardiness in excess of one hour.

Employees who report for duty on the day of the authorized delayed arrival or early dismissal will be excused without charge to leave for the period covered in the delayed arrival and/or early dismissal, whereas employees on leave at the time the delayed arrival or early dismissal is announced will be charged the appropriate leave.

Section 4. Employees engaged in some types of emergency, rescue or protective work, such as volunteer firefighting, may warrant excused absence in accordance with applicable regulations.

## ARTICLE 16

## HOLIDAY WORK

Section 1. Employees will not be scheduled to work on a holiday prescribed by Federal law or Executive Order solely to avoid overtime work that otherwise could be performed on a day outside the basic workweek.

Section 2. The Employer shall determine the numbers and skills required for the holiday work, determine those employees that satisfy the requirements, and select and assign employees using the same procedure established for overtime assignment as covered in Article 11, Section 2.

Section 3. The Employer agrees, upon request, to relieve an employee from a holiday work assignment provided another qualified employee is available for the assignment.

## ARTICLE 17 - PROMOTIONS

Section 1. In accordance with basic merit promotion principles, it is agreed the Employer will utilize to the maximum extent possible the skills and talents of its employees and to utilize the potential abilities of each employee with a view toward their future promotional potential.

Section 2. Employees eligible for optional repromotion under provisions of LEAD Regulation 690-17 will be referred to the selecting official for consideration before a referral list is issued for an open continuous announcement. One time merit promotion announcements will not be released until all eligible repromotion candidates have been considered for the position. Upon request, the selecting official will provide the reasons for nonselection.

Section 3. The Union recognizes that the Employer has the option of filling positions by repromotion, or by methods other than promotion, such as appointment, reinstatement, reassignment, or transfer.

Section 4. All LEAD vacancy announcements will be open for at least ten workdays.

Section 5. The minimum area of consideration for bargaining unit positions will be Letterkenny Army Depot. Each Merit Promotion Announcement will include this area of consideration for the position or positions being filled. Announcements will show the job elements against which an applicant's qualifications are evaluated. Announcements shall not contain key or restrictive clauses, covering non-merit conditions, that tend to favor one employee or a group of employees for a particular position.

Section 6. Upon request, all applicants will be advised of the reasons for being rated other than best qualified and in what areas they should enhance their qualifications. The individual(s) responsible for the rating will provide this rationale to the employee.

Section 7. Qualification standards are prescribed in Office of Personnel Management (OPM) Handbook X-118C. These standards prescribe minimum requirements to be contained in job elements/crediting plans devised locally for wage system positions. The following considerations will be used in evaluating these elements and referring candidates/applicants for bargaining unit positions.

(a) Written or oral tests or hands-on tests/demonstrations will not be used unless approved or required by OPM. When tests are used, they will not be the sole means of evaluating candidates; they may be used as only one part of the evaluation process with due weight given to other appropriate factors. Management will provide the Union a list of all bargaining unit occupational series which require testing and the weight given that test.

(b) Appraisals of Performance. Appraisal of performance related to the job related knowledges, skills, and abilities (KSA's) is part of the total evidence used to evaluate the applicant for referral and selection. Appraisals of past performance will be obtained from the employee's immediate supervisor except in instances where the supervisor has been responsible for supervising the employee less than one hundred and twenty (120) days. In these instances, the appraisal will be completed jointly by the current supervisor and the most recent former supervisor, if available. If the current supervisor is not available to complete the form prior to the cut-off date, the employee will annotate the application to that effect and forward it to the Civilian Personnel Office prior to the cut-off date or announcement closing.

(c) Information related to employee experience, awards, performance ratings, training, and self development which are reflected in the employee's KSA sheets, will be considered in relation to the requirements of the position to be filled.

(d) In the simplified candidate evaluation process, all candidates whose last annual performance rating is fully successful or better and who receive a rating of two or better against all elements are considered high quality candidates and will be referred to the selecting official. Full rating and ranking procedures will be used whenever there are more than ten applicants for a position. A rating panel or, at the minimum, a technical expert (an individual with journeyman level or higher experience in the skill field/occupational series of the position to be filled) will assist the personnel staffing specialist in the rating process when filling journeyman-level or higher positions. In the full rating and ranking process, the initial rating will be accomplished by evaluating the screen-out element. Information contained in the screen-out element will be used in combination with all other elements to accomplish the remainder of the rating process. To be rated highly qualified, an applicant must have at least a three point rating on the screen-out element and an average of three points for all elements. Basically qualified candidates will not be referred if candidates rated highly qualified are available. Simplified candidate evaluation procedures will be used whenever there are ten or fewer candidates for a position.

(e) For every vacancy, normally a maximum of ten (10) candidates will be referred to the selecting official. For each additional vacancy to be filled from one referral list, one additional candidate may be referred. In making referrals, the listing of best qualified candidates will be cut off whenever there is a break of more than three points on the 100 point rating scale. If there are more than ten highly qualified candidates with no three point break, the following tie breaking factors will be applied in the order listed: (1) Time spent in the next lower grade or higher in the job family; (2) Total creditable Federal service (unadjusted service computation date (SCD)). When three or more applicants are referred for a position, a selection will be made unless the selecting official justifies expansion of the area of consideration based upon statutory affirmative action requirements.

Section 8. Any employee on TDY or extended absence for more than ten workdays who wishes to be considered under merit promotion procedures for positions which have not yet been advertised may make application by submitting a completed SF-171 to the Recruitment and Placement Branch, Civilian Personnel Office. The SF-171 must list the positions for which the employee desires consideration (to include title, series and grade) and must indicate the starting and ending dates of the employee's absence. This information will be kept on file and used, in conjunction with the employee's Official Personnel Folder, in the promotion evaluation process if a position is advertised and evaluated during the employee's absence. If the employee returns prior to the closing date for any announcement, KSA's will be submitted for each announcement for which he or she desires consideration.

Section 9. A vacancy announcement amendment may not be modified after the promotion process is underway unless a correction of erroneous or inappropriate information is required. Amended/modified announcements will be released IAW Section 4 of this article. Applicants who applied under the original announcement will be notified and given an opportunity to correct or amend their applications as appropriate.

Section 10. The Employer agrees to furnish the Union with a copy of all vacancy announcements, cancellations, and amendments and to provide the reasons for the cancellations or amendments. Biweekly, the Employer will provide the Union a list of employees who are temporarily promoted out of the Unit.

Section 11. Interviews of all bargaining unit candidates will be conducted before a selection is made on a bargaining unit position. Selecting officials will not, however, be required to interview any candidate whom they have interviewed for a position of like series and grade during the preceding six months. The selecting official will make a selection and return the referral list to the Civilian Personnel Office within 15 workdays of receipt unless an extension was approved by the Chief, Recruitment and Placement Branch, prior to the due date. Employees who cannot be scheduled for an interview because of extended leave or TDY will have their Official Personnel Folders (OPF) and job applications used by the selecting official in lieu of an interview.

Section 12. Employees selected for promotion will be notified promptly of their selection released from their former position as soon as practicable, however their promotion shall be effective no later than one full pay period following approval of their selection.

Section 13. When an employee's assignment to a set of duties or a higher graded position is expected to last for sixty days or less, a detail or temporary promotion may be used. If, however, the assignment is to last for more than 60 days, a noncompetitive temporary promotion will be made unless an overriding exigiency (e.g., a hire freeze) prevents a promotion action. ~~Noncompetitive temporary promotions will be offered to the senior qualified volunteer, by SCD, in the normal line of progression, from within the work group, then rotated equally among all interested and qualified employees in the normal line of progression as future opportunities occur.~~* Temporary promotions to positions for more thant 120 days must be made under competitive procedures. Therefore, if the need for a temporary promotion is expected to last more than 120 days, the position may either be filled by noncompetitive rotations amoung qualified volunteers for not to exceed 120 days each, or by competitive procedures.

Section 14. If possible, complaints or questions about promotion actions should be resolved informally with the immediate supervisor, the person(s) responsible for the rating, and/or the personnel staffing specialists. Upon request, the selecting supervisor will advise unsuccessful best qualified candidates of the reasons for the selection made. The employee may be accompanied by a Union representative at these meetings. The formal means for resolving complaints is through the negotiated grievance procedure.



* SEE 18 APR 02 MOA NEXT PAGE.

Section 15. The Employer agrees to consult and negotiate with the Union on any and all changes, revisions or amendments to the Merit Promotion Plan before they are made effective.

Section 16. The Employer agrees to identify unique positions within the unit. Unique positions are identified as one-of-a-kind positions. The Employer further agrees that when attempting to fill such positions, notice to ineligible applicants and those not rated best qualified will be mailed out five (5) workdays in advance of issuance of the referral list to the selecting official. Upon notice from the Union that an applicant wishes to grieve their rating, further referral and selection action will be held in abeyance pending a final decision on the grievance.

Section 17. It is agreed that, upon request, Personnel Staffing Specialists of the Recruitment and Placement Branch are available to provide career advice and counseling to employees, including information and advice to employees on ways to expand and improve their future opportunities for promotion.

Section 18. The Union appreciates the benefits derived from the Upward Mobility Program. In this regard, the Employer agrees that the concept, goals, and objectives of the Upward Mobility Program will fully consider the needs of employees interested in participating.

MEMORANDUM OF AGREEMENT
BETWEEN
LETTERKENNY ARMY DEPOT
AND
THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1429

SUBJECT: Sidebar Agreement to Article 17, Section 13 of the Labor-Management Agreement

1. Reference. Article 4, Section 9 and Article 17, Section 13 of the Labor-Management Agreement (L-MA) between the Letterkenny Army Depot and the National Federation of Federal Employees (NFFE), Local 1429.

2. Purpose. To modify existing Labor-Management Agreement language so that it will apply to current work situations.

3. Problem. When the L-MA was originally negotiated, work groups were normally made up of employees, leaders, and supervisors who were in the same occupational series, for example, WG-5803's were lead by WL-5803's and supervised by WS-5803's. This same series coverage made the line of progression easy to apply. However, reorganizations have changed the make-up of work groups throughout the depot. Now, many work groups are comprised of more than one occupational series. This creates an equity problem in the application of Article 17, Section 13 when it comes to offering and rotating non-competitive temporary promotions.

4. Scope. This sidebar agreement applies to all bargaining unit employees represented by the NFFE Local 1429.

5. Agreement. Delete the third sentence of Article 17, Section 13. Add the following language in place of the deleted third sentence:

**Non-competitive temporary promotions will be offered to the senior, qualified volunteer, by SCD, in descending grade level sequence from within the work group and then rotated equally among all qualified, interested employees as future opportunities occur. The CPOC specialist will make qualification determinations when required.**

6. Effective date. 18 APR 02

Lynn S. Ramsey Jr.
LYNN S. RAMSEY, JR.
Chief, CPAC

Thomas Locke
THOMAS LOCKE
President, NFFE Local 1429

## ARTICLE 18

## DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, without a change in pay status, with the employee returning to his regular duties at the end of the detail. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of his/her regularly assigned position. Employees will be informed of the reasons for and conditions of a detail, to include the length of time involved and the duties to be performed. Details may need to be extended beyond the period of time originally specified. In such cases, the reasons for the extension will be explained to the employee in advance.

Section 2. Details will be rotated and equitably assigned. Selection of employees for detail will be accomplished in the following manner:

a. If a specific skill is requested by the borrowing activity, the senior volunteer by SCD, possessing the skills and other job-related characteristics will be utilized. If there are no volunteers, the employee with the latest SCD will be selected.

b. If the borrowing activity does not identify specific skill requirements, the senior volunteer at the appropriate grade level will be utilized. If there are no volunteers, the employee with the latest SCD will be selected.

c. If a detail involves a change in shift, unadjusted retention standing will be used to determine selection. If there are volunteers, the employee with the highest retention standing will be selected. If there are no volunteers, the employee with the lowest retention standing will be utilized.

Section 3. Requests for details of thirty calendar days or more, to both established and unestablished positions, will contain a brief description of the specific duties and tasks to be assigned and the reasons for the detail.

Section 4. All details of more than thirty days will be made a matter of record in an employee's official personnel folder. The experience gained on detail may be used, as appropriate, in making qualification determinations.

Section 5. The Employer assumes the rsponsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Assignments in excess of 60 days to higher grade positions will be made in accordance with the provisions of the Promotion Article, Article 17, Section 13.

Section 6. Day-to-day loans of 5 or more days will be noted on the SF-7B Card. When an employee has accumulated thirty days' experience, on short term details or loans, to a position in a different job series, the employee may request his/her supervisor to certify this information on a Standard Form 172 and submit the form for inclusion in the employee's official personnel folder. The Employer agrees to consider equity in the selection of personnel for short term loans.

## ARTICLE 19

## TEMPORARY DUTY TRAVEL (TDY)

Section 1. Employees may be required to travel only under the conditions and procedures prescribed by pertinent DOD Joint Travel Regulations. Further, employees required to travel in the course of performing assigned duties shall be paid and shall receive the maximum allowable per diem and travel allowances as provided by applicable regulations. Employees who are required to perform overseas travel will receive a 100% advance of their TDY allowance.

Section 2. Employees may be required to perform temporary duty travel in order to accomplish the mission assigned by the Employer. The travel of employees on TDY will only be authorized when necessary in connection with official activities or Government business. Employees on TDY are expected to exercise the same care in incurring expenses that prudent persons would exercise in traveling at their expense.

Section 3. When standard orders are issued, every effort will be made to provide employees in advance, but no less than five work days prior to the start of travel, with complete and accurate information with respect to the purpose of travel assignment; POC at the TDY location; anticipated duration of assignment; mode of transportation to and from the job site from living areas; an explanation concerning TDY per diem allowances; and arrangements made for living accommodations. In this regard, the Employer (order-issuing authority) will advise the employee of the availability of adequate Government quarters. It is understood that the employee's non-use of available Government quarters while on TDY will result in the forfeiture of the quarters portion of the per diem or actual expense allowances except under the following conditions:

a. When the order-issuing authority either on the travel order or travel voucher of the travel involved includes a statement to the effect that the utilization of Government quarters at the temporary duty station or delay point would adversely affect the performance of the assigned mission (this exception is not applicable to personnel attending training courses at an installation of the Uniformed Services if the quarters are determined adequate).

b. When the Commanding Officer (or designated representative) responsible for Government quarters at the temporary duty or delay point furnishes a statement to the effect that utilization of adequate Government quarters was impractical.

c. The use of government quarters during temporary (TDY) assignments may be required under certain conditions. If it is anticipated that government quarters are available and should be used, a confirmation of availability or nonavailability will be obtained and provided the traveler 15 calendar days or more prior to the scheduled departure date unless management's response time to a request for TDY is less than 15 calendar days, in which case a shorter confirmation/notice period is acceptable. If confirmation is not received in advance of departure, commercial lodging may be authorized by the order issuing authority. If confirmation of nonavailability is received in advance by the traveler, and quarters are subsequently available upon arrival at the TDY location, at the traveler's election, such quarters may or may not be used. It is understood that the installation commander at the TDY location will operate and maintain unaccompanied personnel housing (UPH) and guest housing (GH) in accordance with AR 210-50, and will ensure that the level of living experienced by UPH and GH residants meets or exceeds the standards required by the referenced regulation. If adequate quarters are not available IAW the regulation, the order issuing authority will authorize commercial lodging. The order issuing authority may, either prior or subsequent to the beginning of travel, approve the use of commercial lodging under the provisions of Section 3a above, if it is determined that the use of government quarters is impractical or would have an adverse impact on the mission.

d. When housed in government quarters, TDY employees are authorized to use post exchanges to buy items incident to their TDY, food services and other government facilities IAW AR 210-50. The order issuing authority will make arrangements with the TDY site billeting office to annotate the travelers orders with the occupancy dates. IAW the regulation, these annotated orders provide the authority for use of the on-post facilities.

e. The Employer agrees that, except in cases of emergency, employees shall receive their travel orders sufficiently in advance, but no less than three workdays prior to the start of travel, to insure that necessary arrangements for obtaining transportation and advancement of per diem allowances can be accomplished during normal working hours prior to departing on TDY. When extreme conditions occur, the Employer will make every effort to accommodate the traveler's needs as expeditiously as possible.

f. Employees will be paid the actual amount of expense for authorized quarters, up to the maximum daily allowance for the TDY location IAW the Joint Travel Regulations (JTR).

Section 4. Prior to final determination of the mode of transportation for employees' required travel, the convenience of employees at the job site shall be fully considered. In this connection, the following alternatives, when requested, will be considered, subject to prudent concern over the amount of travel time involved:

a. Authorization to drive privately-owned vehicle (POV) for the convenience of the employee, limiting the liability of the Government to the cost and time of common carrier. The employees will also be advised of the liability they will incur when their voucher is reconstructed to limit the liability of the Government.

b. Authorization to drive POV for the convenience of the Government, limiting the liability of the Government to the authorized mileage for the vehicle, and per diem for the driver and authorized employee passengers in accordance with Joint Travel Regulations.

c. When determined to be advantageous to the Government, authorization to utilize a commercial rental car at the job site, limiting the liability of the Government to daily rental fee plus reasonable mileage to and from the job site and to take meals from the nearest adequate facilities. When the employee is required to utilize private or public transportation at the job site, reimbursement, when authorized, will be to the maximum extent permitted by applicable regulations.

Section 5. When the nature and location of the work is auch that suitable meals cannot be obtained at the temporary duty station, reimbursement may be authorized for the most economical round trip transportation from place of temporary duty station to the nearest place where suitable meals can be obtained, provided this additional expenditure is authorized in writing by the travel approving official. If not specified in the travel order, but conditions require it, a statement authorizing such travel may accompany the travel voucher.

Section 6. When the distance between the nearest available adequate quarters and the TDY work site is excessive, i.e., over 30 miles, the Employer will consider including the travel time as part of the duty hours.

Section 7. TDY assignments shall be rotated equitably among employees within an organizational element, to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. The Employer maintains records (DD 1588's) of TDY assignments. These records are available for review by the Union in order to resolve

complaints concerning the equity of TDY assignments. An employee selected for an assignment involving TDY may request that he/she be excused, and such request will be favorable acted upon provided employees qualified to perform the specific work assignment are available and willing to substitute.

Section 8. If an advance travel allowance exceeds the actual reimbursable amount, the traveler shall refund such excess promptly after notification of amount due. In emergency situations, when the traveler is unable to refund the overpayment immediately, the matter will be referred to the Chief, Finance and Accounting Division, IAW applicable collection procedures.

Section 9. Questions having to do solely with financial computations based on the travel order will be resolved privately between the traveler and the Finance and Accounting Division. If the matter is not resolved as a result of such effort, the traveler may file a claim for settlement, as appropriate, under established claim procedures.

Section 10. With prior authorization, a employee on TDY, using commercial transporation, can remain at the TDY location overnight, if the purpose if to avoid at least three hours to travel during off-duty hours. If travel is by POV, and has been determined more advantageous to the Government, this delay is authorized at any reasonable point midway between the TDY location and the employee's home.

Section 11. When employees are required to travel, the travel will be scheduled on duty days, during their normal duty hours when possible. If an employee is required to travel on non-duty days or during non-duty hours, he/she will be paid at the appropriate overtime rate, when applicable.

Section 12. The Employer agrees thst no employee will be required to travel in a government aircraft or a non-scheduled commercial aircraft flight without the employee's consent.

Section 13. The Employer agrees that all TDYs which will require an employee to stay overnight will begin and end at the employee's place of residence.

Section 14. The Employer agrees that prior to overseas TDY assignments employees will receive briefings on the following:

a. How and where they can receive medical attention because of illness or job related injury (i.e. phone numbers, points of contact, transportation authorized, authorization to return home, responsibility for filing claim forms, notification of family, etc.

b. Excused absence will be authorized, not to exceed four hours, after prolonged travel (16 hours), when an adverse effect on work performance, health, well-being or a safety hazard might result from working while fatigued.

c. Points of contact and phone numbers at their permanent dnty station to be nsed if they encounter any problems while on TDY.

d. TDY and per diem allowances involved.

e. A reminder about merit promotion filing procedures (Article 17, Section 8).

Section 15. Personal telephone calls will be authorized IAW local regulations as negotiated witb the Union.

## ARTICLE 20

## CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. It is agreed that an official job description shall contain all of the principal duties which may affect the classification, grade, title or series of the job. In this regard, employees may discuss the duties of their position with their supervisor at any time. Employees who allege inequities in the classification of their job may be assisted by the Union in preparation and presentation of their case including discussion with their supervisor and/or with representatives of the Civilian Personnel Office in review of appropriate classification standards and evaluation statements and in obtaining information on complaint and appeal rights and procedures. Employees shall be free to appeal the classification of their position without fear of reprisal or prejudice.

Section 2. When the term "performs other duties as assigned" is used in a job description, this term is mutually understood to mean tasks normally and reasonably related to the employee's position and qualifications except as required by a training or emergency situation.

Section 3. Each employee will be furnished a copy of his or her official job description. If a Union representative wishes to review a job description and a copy cannot be obtained from the employee, one may be secured from the Civilian Personnel Office.

Section 4. Job grading standards may be reviewed in the Civilian Personnel Office. In the event a classification appeal is filed, a copy of the pertinent job grading standard(s) will be provided to the Union. In this regard, these standards will be returned after completion of the appeal.

Section 5. The Employer agrees that the Union will be accorded its full rights and responsibilities in conducting locality wage surveys as set forth in pertinent law and prevailing regulations on the Federal Wage System. The Employer agrees that no unilateral action will be taken by management on wage survey procedures except those specifically listed and notated in the aforementioned regulations.

Section 6. The Union will be notified upon receipt of revised or new classification standards applicable to positions in the bargaining unit. Further, whenever positions in the bargaining unit are affected by application of a new standard, the Union will be provided at least 30 days' advance notice, if possible, and given an opportunity to comment prior to effecting the change.

## ARTICLE 21

## ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Employer and the Union will have as their objective the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusual nature. When such action does not eliminate or reduce the unusual nature of the situation, an environmental differential will be paid if it meets the criteria in existing regulations.

Section 2. When the Union determines that a local work situation warrants coverage, it will notify the Classification, Staffing and Services Division, Civilian Personnel Office, of the title and location of the position(s) and nature of the exposure to show clearly that the hazard, physical hardship, or working condition which results from the exposure is of an unusual nautre and is not practically eliminated by safety procedures and devices required by the Department of Army Safety and Industrial Hygiene Program. Within 21 days of receipt of the Union's position, the parties will meet for the purpose of consulting on the issue. The Classification, Staffing and Services Division will issue a written decision on the matter within 14 days of the meeting. If this decision is not acceptable to the Union, the matter becomes grievable.

Section 3. When the Employer determines that a local work situation within the Unit, which is presently receiving the differential, is such that it should be excluded from coverage, the Employer will notify the Union of the title and location of the position(s) and the justification for exclusion from coverage. At the request of the Union, the parties will meet for the purpose of consulting on the issue. The Union's request for a meeting will be submitted to the Classification, Staffing and Services Division, Civilian Personnel Office, within 21 days of receipt of the Employer's notification. The Classification, Staffing and Services Division will issue a written decision on the matter within 14 days of the meeting. If this decision is not acceptable to the Union, the matter becomes grievable.

Section 4. When the Union or Employer considers that there is a need to establish additional categories to FPM Supplement 532-1, Appendix J, they will discuss the proposal for the purpose of jointly preparing a request to establish the new category. If the parties cannot agree upon a joint request, either or both may prepare individual positions for transmittal by the Employer through Department of Army channels to the Office of Personnel Management for approval/disapproval. The Union will be provided a complete copy of the transmittal.

## ARTICLE 22

## TRAINING

Section 1. The parties agree that the training and development of employees within the Unit is a matter of primary importance. The Employer shall strive to develop and achieve training policies and procedures which will insure the fair and equitable selection of employees for participation in training and development programs subject to mission requirements and funds availability. This may involve different types of training, for example: refresher training; technical training; training in new or shortage skills categories; job rotations; and on-the-job training.

Section 2. The Employer and the Union will meet upon written notice of either party to consider the formalized training or retraining of employees. The Employer agrees to make every effort, including retraining, to minimize RIF actions resulting from the introduction of new equipment and processes.

Section 3. Employees may request a discussion with the Employee Development Specialist to determine available courses and training that may assist them in their self-development. This will also include the right to be fully advised as to any Government paid, partly or otherwise, college or high school formal training and schooling to which he/she may be entitled.

Section 4. If an employee fails to perform satisfactorily after a reasonable period of time in a position to which he has been assigned as the result of a retraining program, every effort will be made to locate another position at the same grade level to which he/she may be reassigned.

Section 5. Management will provide formal and informal training and will encourage employees to keep abreast of changes occurring in their field, craft, trade, profession or occupation.

a. Employees are expected to be qualified; to perform their assigned duties effectively. If training is required to enhance performance of assigned duties, or a new mission, equipment or process occurs, then a supervisor will identify this need on the employee's Individual Development Plan, either at the time of the performance evaluation, or as needed. Supervisors, along with employee's input, initially determine training needs of subordinates.

b. Once a need is identified, the supervisor will request spaces for the training during the training surveys, which the Training Coordinator conducts, or by special request to the Training and Development Branch. If training needs cannot be met in the current fiscal year, they will be carried over to the next year if the required/identified training is still needed.

c. When spaces are received, the employee needing the training will be scheduled and permitted to attend.

d. Employees will not be sent to training as a reward or punishment. they should be selected fairly. When they return from the training, supervisors will insure that skills and knowledges gained are used. Knowledge will be shared with other workers.

e. Employees will be encouraged to self develop. This means they should be encouraged to take courses to improve themselves. However, the government is not obligated to pay for this self development unless it is determined to be job-related and performance based. Employees must realize that not all training and development are directly related to their jobs, and that they have a responsibility for self development and for informing their supervisors of their accomplishments. They will also be advised of the requirement to personally have entries made in their Official Personnel Files as to all training and accomplishments. This will not be restricted to their qualifications, but will include activities of a civic nature and hobbies.

Section 6. Training periods in excess of one hundred and twenty (120) days will utilize competitive promotion procedures in the selection of employees to fill training slots. The announcements for these slots will identify the area of consideration and the specific prerequisites required to be eligible for such training.

Section 7. The Employer agrees to conduct a training session within 3 months after the effective date of this Agreement, which will include all management officials who directly supervise unit employees and all officers and representatives of the Union. This training will enhance labor/management relations and insure that all personnel involved are aware of the current labor relations policies and provisions of the Agreement. A member of each negotiating team will assist in conducting such training.

## ARTICLE 23

## SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal laws and regulations. This includes responsibility to identify potentially hazardous activities and to provide operating procedures, sufficient personnel and other physical measures to reduce the hazards of such activities in accordance with established safety policies and regulations. It is also agreed that hazardous conditions or operations which are not in compliance with established safety conditions will be properly documented and appropriate corrective actions implemented.

Section 2. The Employer agrees that the Union may appoint one Union member to each division and branch safety committee in which bargaining unit employees participate, who shall have full rights and privileges accorded to other members. Disagreement with safety decisions or actions may be noted on the division or branch safety meeting minutes for higher level review.

Section 3. The Union may nominate one Union member for membership on the Commander's Combined Safety and Health Council, who shall have full rights and privileges accorded to other members.

Section 4. Course Number VT-109, Safety and Health in the Work Plant, will be available at the Learning Resource Center for all union officers and representatives interested in completing that course.

Section 5. The Employer will provide a safety program to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments. This will include instruction in equipment operation procedures and hazardous material handling and identification procedures when applicable.

Section 6. Employees will not be required to perform work where prescribed safety devices, safety procedures and safety equipment are not provided as prescribed in the applicable Job Safety Breakdown Sheet.

Section 7. Union stewards, in the course of performing their normal duties, will be alert to receive reports of and to observe unsafe practices, equipment conditions, as well as environmental conditions in their own areas which might present industrial health hazards. Such conditions will be reported to the cognizant supervisor for appropriate action. Supervisors will take prompt and appropriate corrective action to eliminate unsafe conditions and correct unsafe practices which they observe or which are brought to their attention. Stewards or employees who report safety violations or unsafe conditions will not be reprised against as the result of submitting such reports.

Section 8. Personal protective clothing and equipment necessary to perform hazardous duties will be provided by the Employer. Any employee can suggest additional or new protective clothing or equipment, or the modification of existing equipment to his/her supervisor. The proposal will be referred to the division chief through the chain of command and then forwarded to the Safety Officer, who will render a decision on the matter. Decisions by the Safety Officer may be further grieved.

Section 9. Portable latrines will be provided in remote areas only where there is a distinct need for them.

Section 10. The Employer agrees that employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, will be assigned work compatible with their physical condition if such work is available. Questionable cases will be submitted to the Health Clinic for a decision.

Section 11. Should any employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, the Employer will make every effort to place the employee in a position that he/she is physically and mentally able to perform. In so doing, the Employer will attempt to place the employee in a position as close as possible to his/her previous wage level.

Section 12. The Employer agrees to provide First Aid and CPR training in accordance with established policies.

Section 13. An employee who becomes ill or injured on the job will be offered treatment at the Depot Health Clinic. The employee will be furnished transportation to a medical facility to receive additional medical attention when recommended by the Post Medical Officer. In emergency situations, the depot ambulance crew will transport the ill or injured employee directly to an outside treatment facility as determined necesary by competent medical authority. Employees who are permitted to return to work after the additional medical evaluation will be provided transportation, when requested.

Section 14. The Depot Safety Officer will notify the Union as soon as possible in the event of serious work-related injury or death.

Section 15. The Employer agrees to provide all employees with an area suitable for lunch and break periods. When such area is determined by the Safety Office/Industrial Hygienist to be unacceptable, appropriate arrangements will be made to establish an acceptable break/lunch area.

Section 16. When showers are required, because of working with contaminates, as determined by the Safety Office/Industrial Hygienist, the Employer agrees to provide soap, towels and nonskid floor mats. This does not apply to emergency showers.

Section 17. The Employer agrees to document the medical records of all employees who have been exposed above an action level to a chemical or physical hazard in the performance of their official duties. This documentation will identify, define and specify the nature and extent of exposure. A copy of each recorded exposure, as defined above, will be furnished the employee, when requested, upon final confirmation by the Agency Medical Officer/Industrial Hygienist. Medical evaluations will be provided as required by existing safety and health regulations to all identified employees.

Section 18. When employees are required to work in restricted/isolated areas (e.g. Ammunition) and there is not access to a telephone or a vehicle equipped with a radio, the Employer agrees that at least one portable radio will be provided that work crew. This provision will not apply if there are three (3) or more employees in this work crew with a vehicle (sedan, pickup, troop truck, etc.). When seasonal/unusual work situations exist, the affected division will have an SOP to monitor the operation with respect to the safety and well-being of the employees.

Section 19. The Employer agrees to provide employees who are exposed to inclement working conditions insulated steel toe work boots and other appropriate gear, examples given: rain suits and rubber boots, in accordance with existing policies. Examples of employees exposed to work needing protective gear are: warehouse workers in unheated buildings, dock workers, truck drivers, outside forklift operators, ammunition workers, facilities personnel, and all others employees who are exposed to such conditions while performing their normal work duties. When determined necessary by the Employer, insulated coveralls will be provided.

## ARTICLE 24

## EMPLOYEE COMPENSATION

Section 1. When an employee suffers a work-related injury or illness, he/she will promptly notify his/her supervisor who will advise him/her of the right to benefits under the Federal Employees Compensation Act.

Section 2. The Civilian Personnel Officer will furnish specific information concerning types of benefits available, assist employees in the preparation of their claims, provide prompt handling and follow-up by phone or letter, as necessary, of all such claims, and keep employees advised as to the status of their claims.

Section 3. The CA-7 and CA-20 will be filed with Office of Worker's Compensation Programs (OWCP) within five workdays following notification by the employee's immediate supervisor that it has been determined that the disability will extend beyond the forty-five (45) calendar day period for continuation of pay, or exceed available accrued leave if being used, and result in the employee's placement in a non-pay status.

Section 4. An employee will be permitted to review any document relating to his/her claim which the Office of Worker's Compensation Programs (OWCP) has authorized the Civilian Personnel Officer to make available. An employee is entitled to Union representation in any compensation case, if requested.

Section 5. Employees and supervisors will be informed by a Civilian Personnel Bulletin of any changes in the Federal Employees' Compensation Act.

Section 6. When an employee sustains a work-related injury, he/she will be carried in a duty status for the remainder of that work day in accordance with appropriate regulations (Federal Personnel Manual Chapter 810).

## ARTICLE 25

## REDUCTION-IN-FORCE AND REORGANIZATION

Section 1. The parties recognize that management officials have the responsibility to determine the methods, means and personnel necessary to carry out the mission. The parties also recognize the right of the Union to request negotiations on the procedures management will use to carry out determinations of this nature and appropriate arrangements for employees adversely affected by the exercise of management's authority in this regard.

Section 2. Prior to a reduction-in-force, in accordance with Article 4, the Employer will notify the Union concerning the Employer's intent in order to permit the Union an opportunity to request negotiations on the procedures to be utilized and arrangements for employees adversely affected by a RIF as appropriate.

Section 3. In the event of a reduction-in-force, existing vacancies available for fill will be utilized to place employees in continuing positions who would etherwise would be adversely affected. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 4. In the event of a reduction-in-force, the Employer will cooperate with the employee and the State Employment Service in determining the rights to be afforded the separated employee and will inform employees of the method and procedures to follow in applying for these bensfits.

Section 5. Any career or career-conditional employee who is separated because of a reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations. It is understood that acceptance of a temporary appointment within the normal commuting area will not alter the employee's right to be offered permanent employment.

Section 6. Career employees separated through reduction-in-force action will be offered reemployment in inverse order of separation to the extent provided by Department of the Army Area Placement Program.

Section 7. In situations where an employee accepts a demotion in lieu of separation in a reduction-in-force action, the employee must be minimally qualified to perform the duties of the lower graded position, subject to exceptions provided by applicable regulations.

Section 8. Whenever reorganization plans which affect the movement of employees are being formulated, appropriate management officials will inform the Union. Whenever possible, at least thirty (30) days' advance notice will be given prior to effecting the actions, to provide the Union sufficient opportunity to review the plans and respond as appropriate.

Section 9. When a position is abolished because of a reorganization or planned management action, the employee occupying the abolished position will be notified as soon thereafter as possible. When more than one employee occupies identical positions under the same supervisor, the employee with the least retention standing will be identified as excess.

Section 10. Prior to placement in another position, a review will be made to ensure that the appropriate employee is identified as excess.

Section 11. Additional years of service will not be added to employees' retention or service computation dates as a result of their annual performance ratings except for an actual Reduction In Force in accordance with Office of Personnel Management and Department of Army regulations governing RIF actions. This section applies to all areas of this Agreement where SCD or retention dates are used.

## ARTICLE 26

## PARKING

Section 1. Reserved parking spaces will be provided for the President and Chief Steward in an authorized parking area close to his/her work sites. Five parking spaces will be provided NFFE Union officials in the immediate proximity of the Union office. Additionally, six (6) visitor spaces will be provided in the parking area in front of the Union office.

Section 2. Available parking areas will be designated for employees' parking as close to assigned work areas as practicable. Appropriate representatives of the Employer and the Union shall review alleged inequities in the utilization of available parking facilities and may recommend additional parking areas as the need arises, commensurate with the availability of space.

Section 3. The Employer agrees that disabled or physically handicapped employees, as determined by the Depot Medical Officer, will be given priority rights for reserved parking as close to their building or work location as applicable security regulations permit.

Section 4. To provide equity for Unit employees, the employer agrees that reserved parking spaces will be reduced to a minimum number, and only authorized in accordance with prevailing regulations and local supplementation (e.g., AR 210-4).

## ARTICLE 27

## DRINKING WATER

Section 1. The Employer agrees to provide drinking water to employees assigned to work areas where a supply is not available.

Section 2. Supervisors will take prompt action to obtain fresh water when, for any reason, water has not been supplied through the normal source.

## ARTICLE 28

## EMERGENCY SNOW CREWS

Section 1. When emergency snow crews are called in during the night or on non-work days, the Post Restaurant facility will provide meal service for two hours on each shift (every eight hours) for the convenience of the crews, provided approximately 7 employees are called for duty.

Section 2. When snow/cindering operations are needed for more than 12 consecutive hours, sleeping quarters will be provided with bed linens and showers for equipment operators.

## ARTICLE 29

## CHARITY DRIVES

Section 1. The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. It is agreed that individual employees will not be contacted and asked to contribute a second time after their initial contribution or refusal. It is further agreed that no lists will be kept showing the names of the contributors and amounts of their contributions, except those that are necessary to properly administer the program.

Section 2. The Union will be consulted and informed on the conduct of local charity drives. In accordance with governing regulations, the Union will continue to be invited to appoint a member to serve on the Charity Drive Committee.

## ARTICLE 30

## CIVIC RESPONSIBILITIES

Section 1. Employees whose voting residence is within the Commonwealth of Pennsylvania may not be granted administrative leave to vote since the law permits voting by absentee ballot. However, if the employee's voting place is beyond commuting distance of the depot and vote by absentee ballot is not permitted, the employee may be excused without charge to leave to travel to his/her voting place. Before each election in the Chambersburg area, the Employer will call this policy to the attention of all employees.

Section 2. It is the civic responsibility of all employees to respond to calls for jury duty and other court services. In this regard, employees will be excused from duty, without charge to leave or loss of compensation, for the purpose of attending court for jury duty or as a witness when subpoenaed by the courts on behalf of any person where the United States, District of Columbia, or a state or local government is a party.

Section 3. The Employer and Union recognize that voluntary participation in community and civic activities is desirable and commendable. The parties agree to encourage Unit employees in such participation, where practicable, and it does not interfere with Depot operations or violate regulations.

## ARTICLE 31

## EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of age, sex, race, religion, color, national origin, or physical or mental handicap, and to promote a full realization of equal employment opportunity through a continuing affirmative program.

Section 2. The Employer shall inform the Union of Equal Employment Opportunity (EEO) policies and programs. It is agreed that the Union will cooperate actively with appropriate management officials and exercise a positive role in the support and accomplishment of the Commander's EEO policy and objectives of the local EEO Plan of Action.

Section 3. The Union agrees to aid management officials, through its steward system, in the identification of EEO problems. The Employer and Union will jointly seek resolution to such problems through the appropriate procedures and programs provided in agency regulations.

Section 4. Statistical employment information, by minority group, with respect to employees in the Unit, will be furnished to the Union upon request, subject to applicable regulations.

Section 5. The Employer will assure that all personnel actions are based solely upon merit and fitness without regard to race, color, religion, sex, age, national origin, or physical or mental handicap. The basic principle of equal opportunity will be an underlying factor in all aspects of the Civilian Personnel Program.

## ARTICLE 32

## ALCOHOL AND DRUG ABUSE PREVENTION AND CONTROL PROGRAM (ADAPCP) SERVICES

Section 1. The parties recognize the fact that alcohol and drug abuse problems can interfere with an employee's job performance. Both parties recognize that such problems can be resolved with proper treatment and/or counseling and agree to cooperate in the various phases of the local Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) to aid the employee in attaining a satisfactory level of performance. In this regard, the Union will be alert to the identification of employees with possible problems and will encourge them to seek counseling and proper treatment.

Section 2. Employees who acknowledge a problem may contact the ADAPCP Office direct or they may contact their supervisor or Union representative who, with the employee's approval, will refer the information to the program office. In any case, the utmost discretion will be used by all parties involved to ensure the privacy of the individual.

Section 3. It is agreed that no Union or management official except the ADAPCP Coordinator or counselor shall attempt to diagnose an employee's alcohol or drug abuse problem.

Section 4. Employees, if they so desire, may have a Union representative accompany them when initially seeking assistance from the ADAPCP.

Section 5. The Employer recognizes that, in addition to alcohol and drug abuse problems, there are other personal problems which may affect an employee's performance (e.g., marital or family problems, financial problems, medical problems, emotional and/or physical disorders, such as Post Traumatic Stress Disorders, etc.). Whenever possible and within available resources, the Employer agrees to make available information, orientations, and guidance on the effects of such problems and the community resources for assistance/treatment of such problems.

## ARTICLE 33

## PERSONNEL RECORDS

Section 1. It is agreed, to the extent permitted by law or regulation, that the Official Personnel Folder of an employee will be disclosed to him/her or to any other person he/she designates in writing.

Section 2. The Employee Record Card, SF 7-B, is the supervisor's record of subordinate employees' personal data, training, performance and completed personnel actions. Access will be limited to persons who have an official need to know. Confidentiality will be protected in accordance with the privacy act statute and regulations. Employees will be given an opportunity to initial favorable or unfavorable comments entered on the record. Unfavorable entries will be removed after one (1) year, or earlier at the discretion of the supervisor and request of the employee.

Section 3. The employee and/or the designated representative will be given an opportunity to review derogatory entries on the employee's SF 7-B card, with the employee's supervisor, in an effort to correct such entries. A copy of the SF 7-B card and attachments will be provided to the employee or the designated representative within one day of a request.

## ARTICLE 34

## INDEBTEDNESS

Section 1. In the event of a dispute between an employee in the Unit and any private individual or firm, the Employer will not make any determination as to the validity of the debt, the amount of the disputed indebtedness, or the method and terms of payment agreed to by the creditor and the employee. No action will be taken with regard to indebtedness cases unless the Employer can show a nexus between the debt and the efficiency of the service.

Section 2. The employer agrees that any indebtedness to the Agency will be handled in accordance with the Debt Collection Act of 1982, 5 USC 5514, or the appropriate regulations and policy issuances which may apply. The Employer further agrees that any claim of violations, misinterpretations, or misapplications of the law and regulations governing debt collections are subject to the negotiated grievance procedures.

## ARTICLE 35

## CONTRACTING OUT

Section 1. The Employer will notify the Union at the earliest possible date of its intent to contact out work presently performed by Unit employees which may result in their displacement. In this regard, the Employer agrees to consult openly and fully with the Union on: (a) the reasons for contracting out; (b) Union views and recommendations; (c) information on contract specifications in accordance with provisions of the Freedom of Information Act; (d) implementation and impact on affected employees; and (e) procedures used to identify and place affected Unit employees. The Employer further agrees that, pursuant to law and governing regulations, it has a duty to negotiate with the Union, upon their request, any action identified by the Union which adversely affects bargaining unit employees and appropriate arrangements for Unit employees adversely affected by a contracting out decision. The Employer agrees to minimize displacement action as much as possible by making all possible efforts to reassign, retrain or utilize employees in other jobs. The Employer will consider the views and recommendations of the Union and inform the Union of action(s) to be initiated.

Section 2. Although the Employer may make the ultimate decision to contract out, every effort will be exerted to ensure that the provisions of OMB Circular A-76 and all other applicable laws and regulations governing contracting out are adhered to. Cost savings will be a primary concern in decisions to contract out. The parties agree that efforts to economize operations and utilize cost-conscious steps in the performance of all work operations will be exerted to minimize contracting out.

## ARTICLE 36

## DISCIPLINARY ACTION

Section 1. General:
A disciplinary action is an action taken by the Employer to correct an employee's conduct. Disciplinary actions fall into two categories, informal discipline (oral admonishments and written warnings or counselings) and formal discipline (letters of reprimand, suspensions, involuntary reductions in grade or pay, and removals). Similarly, employee behavior warranting disciplinary action falls into two categories, behavioral offenses warranting constructive or progressive discipline and offenses related to violations of regulations or laws for which punitive sanctions are required. Disciplinary actions against all employees must be based on just cause, be consistent with applicable laws and regulations, must be fair and equitable, and the penalty will not be out of proportion to the offense.

Section 2. Purpose:
Constructive or progressive discipline is preventive in nature. Its objective is development, correction, and rehabilitation of the offending employee. When constructive discipline is employed, the minimum penalty capable of producing the desired correction will be used. In this regard, the supervisor will consider imposing informal discipline in lieu of formal disciplinary actions whenever possible. Additionally, formal constructive discipline will be progressively applied, unless aggravating circumstances exist. Punitive discipline will be employed only when necessary, as governed by the appropriate regulations. The Union will strongly encourage all employees of the unit to abide by all rules, regulations, and this agreement.

Section 3. Investigation:
The first step in resolving a disciplinary problem is to examine all the facts and circumstances. Prior to issuing a notice of proposed disciplinary action or a letter of reprimand, the appropriate management official will undertake any necessary preliminary investigation and discussion with the employee. Accordingly, prior to the undertaking of such an examination or discussion, the employee will be advised that disciplinary action could result. The employee will also be advised of the right to have a union representative present. If the employee requests union representation, the meeting will not be held until the employee's representative is present. The representative must be available within one workday. At the conclusion of the investigation, the employee will be informed if the disciplinary action is to proceed. A failure to advise an employee that disciplinary action could result or of the right to union representation will not in itself be construed as harmful procedural error resulting in reversal of the action.

Section 4. Consideration:
If some type of corrective action is necessary, the Employer will consider the employee's federal employment history, provocation, mitigating circumstances, and the seriousness of the offense. The seriousness of the offense for misconduct should be weighed against the standards of conduct for federal employees. Action for off-duty misconduct will be effected only when the employer can show the manner in which this conduct affected the employee's performance on the job, the manner in which it meaningfully involved the Army, or the manner in which it was otherwise detrimental to the efficiency of the service. In that delay weakens the relationship between any offending behavior and discipline, in order to be effective, disciplinary actions should be timely. Therefore, disciplinary actions should be initiated no later than 5 workdays after the incident, unless the employee is not available or there are extenuating circumstances to justify a delay.

Section 5. Proposal Notice, Response, and Decision:
When an employee is presented a written notice of proposed disciplinary or adverse action, the employee will be afforded, and made aware of, his/her right to representation. The employee and his/her representative shall be given a reasonable amount of official time, if otherwise in a duty status, to review and receive copies of all documentation supporting the charges, to investigate and prepare a response, and to reply to the charges. The employee's reply may be oral, in writing, or both, normally within ten workdays, as specified in the proposal notice. If an oral reply is made, the principal points of the response are recorded, and the signatures of the employee and his/her representative will be obtained to indicate that they agree with the accuracy of the record. If there is disagreement with the accuracy of the record, corrections will be annotated or added before it is signed. The deciding official will then render a written decision on the proposed action, normally within thirty workdays of receipt of the employee's response. The union, as well as the employee, will be furnished a copy of the decision if the union represented the employee in the response.

Section 6. Effective date:
A proposed disciplinary action against an employee will not be effected until the employee receives the written decision. In the event a written decision cannot be delivered to the employee in person because of absence, the decision may be delivered by mail. If the Union grieves a disciplinary action involving a suspension of fourteen days or less, the suspension will be stayed pending receipt of a final decision on the grievance.

Section 7. Appeal Rights:
When a final decision is issued, the employee shall be advised that he/she has the right to appeal the decision, if unacceptable, under the negotiated grievance procedure or to the Merit Systems Protection Board (for which there are statutory appeal procedures), but not both. The appropriate information will be provided in the decision letter with respect to the action taken, as well as the name and duty phone number of the labor organization, should the employee choose to seek redress under the negotiated grievance procedure.

Section 8. As necessary for full and proper discussion of disciplinary representational issues arising from a disciplinary action, the Employer agrees to make available to the Union, upon request, copies of disciplinary logs or summaries of disciplinary actions imposed upon depot employees, regardless of bargaining unit status. Upon request and as relevant to pursuit of an appeal or negotiated grievance, additional, specific information will be provided. The Union agrees to protect the confidentiality of such information.

## ARTICLE 37

## USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union suitable office space and utilities as available and mutually agreed upon in accordance with applicable regulations. The Employer further agrees to provide janitorial service for such space occupied by the Union.

Section 2. The Employer agrees to provide class "C" telephone service for the use of the Union in its office. This will include access to Autovon lines for official calls placed on the Class "C" telephone line as mutually agreed upon in a separate Memorandum of Agreement to this agreement. The Employer further agrees to publish in the LEAD Telephone Directory the telephone number of the Union President and the Union office.

Section 3. The Employer agrees to provide the union access to and, when requested, copies of pertinent extracts from available laws; rules; Government-wide, agency, and local regulations; pamphlets; circulars; policy letters; bulletins; and decisions by higher authority. It is further agreed that the Employer will provide the Union copies of Civilian Personnel Functional Bulletins and local regulations pertinent to civilian personnel matters. The Employer also agrees that, upon request, the Union will be provided a copy of directorate, division, branch, section or unit operating procedures which pertain to bargaining unit employees.

Section 4. The Employer agrees to provide space in the Kenny Letter for news submitted by the Union provided items are not considered objectionable to other organizations, meet the criteria of applicable regulations, and are submitted at least three days prior to the publishing date. Approval or disapproval of such items will be made promptly after submission by the Union.

Section 5. The Employer agrees that the Union may submit informational items of general interest to its members for inclusion in the LEAD Bulletin such as, but not limited to, regular and special meetings, election of officers, social events, picnics and banquets.

Section 6. Reasonable space on Employer's official bulletin boards shall be available for use by the Union in accordance with the applicable regulations governing these boards. The Union will be solely responsible for the posted material, in terms of accuracy and adherence to ethical standards. This includes full responsibility for any statements made against an individual or organization to the extent that the Union may have to substantiate the statements (or otherwise answer for their charges) through the courts, or other legal proceeding. The Union will be responsible for removing their material which is no longer current and pertinent.

Section 7. The Employer agrees to provide the Union access to a copier machine for the purpose of making copies of exhibits and documents needed for correspondence representing the interests of the bargaining unit filed with the Employer, to include, but not limited to, grievances and appeals and Union responses to the Employer's requests for comments on proposed changes in policies, practices and working conditions.

Section 8. Any employee in the Unit considering retirement should utilize the retirement counseling provided by the Civilian Personnel Division. In the course of this counseling, alternate retirement plans for which the employee is eligible will be explained and discussed with the employee. All employees in the Unit will have disability retirement under Civil Service and Office of Worker's Compensation Programs fully explained to them if they are otherwise qualified for either or both of these plans.

Section 9. The Employer agrees to provide child care facilities to bargaining unit employees in accordance with governing regulations. The Employer also agrees that depot recreational services and facilities will be made available in accordance with governing regulations.

## ARTICLE 38

## VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct dues from pay of all eligible employees who voluntarily authorize such deduction and who are employed within the Unit, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

a. The employee's earnings are regularly sufficient to cover the amount of the allotment.

b. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.

c. Such completed form has been turned over to the Employer by the Treasurer of NFFE Local 1429 or in his/her absence by the President NFFE Local 1429.

Section 3. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; deliver completed forms to the Pay Branch, Finance and Accounting Division, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4. Allotments may be submitted to the Pay Branch at any time. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, providing that Standard Form 1187 is received by noon of the Tuesday preceding the beginning of the biweekly pay period.

Section 5. The amount of the Union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized official or in his/her absence by the President of NFFE Local 1429, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Pay Branch, or at a later date if requested by the Union. Such changes shall not be made more frequently than twice each twelve months.

Section 6. An employee's voluntary allotment for payment of his Union dues shall be automatically terminated with the start of the first pay period following the pay period in which any of the following occur:

a. Loss of Exclusive Recognition by the Union.

b. Separation of an employee from the Unit.

c. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union.

d. Beginning with the first pay period of "terminal sick leave" preceding retirement.

e. Suspension or termination of this Agreement by an appropriate authority outside the Department of Defense.

f. When an employee is temporarily promoted out of the Unit. NOTE: The Employer agrees that when such promotion is terminated the employee will automatically be returned to payroll withholding of his/her union dues.

g. The Union is not responsible for erroneous payroll deductions stemming from a failure to process the foregoing, automatic terminations as required.

Section 7. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Union of a Standard Form 1188 properly executed in duplicate by the individual employee. The original and duplicate shall be furnished the Pay Branch, Finance and Accounting Office. The duplicate shall be date-stamped to indicate receipt and returned to the Union. A termination of allotment under this Section will not be effective until the first pay period beginning one year after the date the employee signed the dues withholding authorization. If the allotment is not revoked at the end of the first year, any subsequent revocation shall be effective with the first full pay period beginning on or after 1 March, provided the Form 1188 is received by the Pay Branch by 1 March. Failure of management to do so will not result in any financial liability on the part of the Union. The Union will maintain a supply of Standard Form 1188 and will make this form available to employees upon request.

Section 8. The Employer shall promptly transmit to the Union Secretary/Treasurer, after each regularly scheduled pay day, all the following:

a. Lists in duplicate of employees on voluntary dues allotments. Each list shall contain the name of each employee-member of NFFE Local 1429, his/her social security number and the amount of the allotment deduction made for each employee-member. Each list shall include the monetary amount of all such allotment deductions made for the employee-member together with the total number of such allotment deductions. Each list shall be accompanied by a summary sheet listing the names of new members and Union members whose dues were not deducted for that period and the reasons therefore together with the names of those members whose allotment was terminated and the reasons therefore.

b. A check drawn on the Treasury of the United States and made payable to NFFE Local 1429 in an amount equal to the grand total of all such monetary allotment deductions.

Section 9. The payroll withholding of Union dues will be provided by the Employer at no cost to the Union or the employees.

## ARTICLE 39

## PERFORMANCE APPRAISAL SYSTEM

Section 1. The performance appraisal system will be carried out in compliance with applicable law and regulation of higher authority. A copy of the appropriate regulation will be maintained by each supervisor and will be readily available for review by employees.

Section 2. The rating official will be an individual who has had the opportunity to directly observe the employee's performance during the rating period. In the interest of providing objectivity in the appraisal, an employee will have worked for the rating official for at least one hundred and twenty (120) days during the rating period.

Section 3. If, because of extended detail(s), an employee has not performed under current standards for his/her assigned position for the minimum period of time required to accomplish an annual appraisal (120 days), an appraisal based upon the employee's performance under standards for the detail position will be accomplished and used for the annual appraisal, provided the 120 day period is met.

Section 4. In those instances of substandard performance, the procedures outlined in Article 40 will be utilized.

## ARTICLE 40

## ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. If an employee's performance is substandard, the rating supervisor will discuss the employee's performance every five days, when possible, but at least every thirty days.

Section 2. If performance is not improved, the supervisor will provide the employee with a written notice that informs the employee:

a. Of all critical elements that are not being met;

b. Of specific instances or examples of unacceptable performance;

c. That the procedures of the Employee Counseling Service Program will be considered and made available to any employee who so requests prior to initiating action based on unacceptable performance.

d. That the employee has a specific period of time to demonstrate acceptable performance.

Section 3. After following the steps in Sections 1 and 2 above, the rating supervisor may initiate action to reduce an employee's grade or remove same because of unacceptable performance. As specified by regulation, efforts to reassign an employee to a vacancy at the same grade (when management reasonably believes the employee can perform the duties therein) will be made prior to considering reduction in grade or removal. If a reassignment cannot be made, the employee will receive a written notice of a proposed change to lower grade/removal. The notice will specify the employee's right to representation in making a reply to the proposal. The employee has ten (10) workdays to answer orally and/or in writing. Time limit for reply may be extended by the Employer upon request of the employee or the employee's representative. The employee will then receive a written decision letter which will provide information concerning the employee's right to file an appeal with the Merit Systems Protection Board or a timely grievance in accordance with Article 43 of this Agreement, but not both.

Section 4. An employee is not eligible for a within grade increase unless his/her most recent rating of record is Fully Successful or better. Employees whose last rating of record is Fully Successful or better will be automatically advanced to the next step when an increase comes due.

ARTICLE 41

SUGGESTION PROGRAM

Section 1. It is agreed that the Employer will provide an effective suggestion program, administered in accordance with the Army Ideas for Excellence Program (AIEP) regulations and policy issuances. It is agreed that the AIEP Administrator will consult with the Union on the program and changes, as needed.

Section 2. the Union and Employer agree that all employees in the Unit shall be encouraged to participate in the AIEP. Any employee of the Unit may submit a suggestion on any method, procedure, new idea, revision of an old idea, or any other valid subject for suggestion. Suggestions may be submitted through supervisory channels or directly to the Depot AIEP Administrator, Directorate of Resource Management. Questions on completion of forms may be directed to activity AIEP coordinators or to the AIEP Administrator.

Section 3. Suggestions are processed in accordance with the guidelines and requirements outlined in Army regulations and policy issuances governing the AIEP. Information on the program and program publicity announcements are periodically published in depot bulletins, newsletters and other informational medial. Additionally, the AIEP Administrator and/or AIEP coordinator, located in each activity, will provide information and assistance to employees and/or employee representatives on program requirements, when requested. A current copy of the Army regulation governing the program will be maintained by the AIEP coordinator of each activity and will be readily available to employees.

Section 4. Suggestions will be processed and evaluated by a person who has technical knowledgte and understanding in the area which the suggestion would be put into effect. The Employer's policy is to process all suggestion evaluations in a fair and timely manner. An employee who has submitted a suggestion and been assigned a suggestion number may call the AIEP Program Office at any time to inquire as to the status of their suggestion. Further, if an evaluation exceeds six (6) months, the employee or designated Union representative may contact the AIEP Administrator for an explanation of the reasons for the delay.

Section 5. A suggester or his/her designated Union representative may request reconsideration of a suggestion that was not adopted under the procedures outlined in the applicable regulations. Further, a suggester may request an investigation if he/she believes that official action has been taken to implement all or a portion of a suggestion during the period for which proprietory rights are in effect. The AIEP Administrator can provide advice and assistance on the procedures for submitting such requests. Upon request, the Administrator can assist the employee or designed representative in obtaining an explanation as to why a suggestion was not recommended for forwarding to the next higher echelon for consideration for wider application.

Section 6. Payment of awards for approved/adopted suggestions, to include initial awards, will be processed in accordance with the Army regulation and paid in a timely manner in accordance with the regulation.

Section 7. An employee's proprietory rights to a suggestion will automatically expire one (1) year after the date of final action (i.e., date of written notice of non-adoption or date of approval of an award) unless the Army regulatioa identifies a longer time frame.

Section 8. Claimed violations, misinterpretations or misapplications of current Army regulations governing the suggestion program are subject to the negotiated grievance procedure. The evaluation file maintained on a grieved suggestion will be provided to the Union upon request. The Union may also interview the evaluator and obtain calculations used to arrive at the award amount.

Section 9. The Union may appoint a representative as a member of the LEAD AIEP Cc mittee who will have all rights afforded other appointed members.

Section 10. The Employer agrees to provide the Union, at the end of each year, a copy of the AIEP Administrator's Report (OPM Form 1456 and DD Form 1609).

## ARTICLE 42

## MEDIATION AND RESOLUTION OF DIFFERENCES

Section 1. Disputes shall be settled, if possible, on the basis of expert advice. The expert advice shall be jointly sought by the parties to this Agreement from the Civilian Personnel Officer with the exception of disputes regarding the interpretation and application of this Agreement. Such disputes will be resolved in accordance with Article 43 of this Agreement.

Section 2. If the parties reach an impasse in the course of negotiations on negotiable issue(s), the issue(s) will be tabled for a mutually agreed upon cooling off period. During the cooling off period, both the Employer and the Union will review their respective positions. Additionally, any or all of the following solutions may be attempted: (1) Both parties may develop additional data and facts in support of their positions; (2) Either party may adopt other appropriate measures to remedy the situation. If diligent attempts by both parties fail to resolve the impasse, either or both parties may seek assistance from the Federal Mediation and Conciliation Services (FMCS) in an attempt to bring the parties to an agreement. If the services of the FMCS fail to resolve the impasse, either party may request the Federal Service Impasses Panel (FSIP) to consider the matter. Arbitration or third party fact finding with recommendations to assist in the resolution of an impasse will be used by the parties only when recommended and mutually agreed upon by the parties or directed by the FSIP.

## ARTICLE 43

## NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide a procedure for the prompt and equitable resolution of grievances. This procedure shall be the exclusive procedure available to the Employer, Union, and employees in the Unit for the consideration of grievances which fall within its coverage and matters involving working conditions not specifically covered.

Section 2. Definitions.

a. The term "grievance" has the meaning given it in Section 7103(a), Title 5, U.S. Code, which is: "Any complaint -

"(A) by any employee concerning any matter relating to the employment of the employee;

"(B) by any labor organization concerning any matter relating to the employment of the employee;

"(C) by any employee, labor organization, or agency concerning -

"(i) the effect or interpretation or claim of breach, of a collective bargaining agreement; or

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

b. Days, when used in the article and elsewhere in this agreement, unless otherwise specified as working days, means calendar days. In counting the number of days associated with the time frames included in this article and elsewhere in this agreement, the first day will he the day following the date of the alleged violation, grievable situation, or when a grievance is filed or received.

c. Workdays, when used in the article and elsewhere in this agreement, means days of the normal workweek, not including regular days off and holidays. Workdays are counted the same as calendar days as covered in h of this section.

Section 3. Exclusions.

a. 5 USC 7121 (c), excludes the following matters from coverage under this procedure:

"(1) any claimed violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activities);

(2) retirement, life insurance, or health insurance;

(3) a suspension or removal under Section 7532 of this title (suspensions and removals taken under National Security procedures);

(4) any examination, certification, or appointment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee."

b. In addition to the above exclusions, matters covered by a statutory appeals procedure are excluded. Such matters include, but are not limited to: discrimination complaints, appeals from demotions or removal based upon unacceptable performance, and appeals involving suspensions for more than fourteen calendar days, demotions, and removals taken under adverse action procedures.

c. Questions as to the content of published Department of Army regulations or policies, provisions of law, or regulations and policies of the department of Defense or other authorities outside the Department of Army shall not be subject to the negotiated grievance or arbitration procedures regardless of whether such policies, regulations, or laws are quoted, cited, paraphrased, or otherwise incorporated or referenced in this Agreement. This provision does not supplement or override the provisions contained in Article 3 of this Agreement.

Section 4. Employees in the Unit will be represented only by the Union in filing a grievance under this procedure. However, an employee or group of employees may present such a grievance directly to the appropriate supervisor and have it adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of the Agreement and the Union has been given opportunity to be present during the proceedings.

Section 5. The Employer and the Union 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.

Section 6. Normally stewards will process grievances within their assigned organizational segments up to and including branch level or higher with the Union President's approval. When a steward is on extended absence or TDY, the Union President may designate a temporary representative in the absent steward's area.

Section 7. Grievances resulting from a continuing condition may be presented at any time. Those resulting in a one-time act or decision must be filed within 10 workdays after the act or specific incident giving rise to the grievance. This time limit may be extended by mutual agreement between the Employer and the Union. If the basis for an employee's grievance is an action or decisinn by an official above the first supervisory level, the grievance may first be initiated at the level where the decision was made.

Section 8. An employee grievance covered by this procedure will be handled in the following manner:

Step 1. The employee will discuss the grievance with the immediate supervisor along with or through the steward. The immediate supervisor will make an earnest effort to resolve the grievance and render a decision within 5 workdays.

* Step 2. ~~If the employee is not satisfied with the immediate supervisor's decision, the Union may, within 5 workdays, submit the grievance to the branch chief. The branch chief will meet with the employee and steward and render a decision within 5 workdays.~~

* Step 3. ~~If the employee is not satisfied with the branch chief's decision, the Union may present the grievance in writing to the division chief within 5 workdays. The written grievance shall identify the employee by name, specify the nature of the grievance, and the corrective action desired. The division chief will meet with the employee and Union representative and all parties directly involved within 5 workdays and render a written decision within 5 workdays. The parties agree that the number of~~



* SEE 28 DEC 95 AMENDMENT NEXT PAGE.

SIDE-BAR AGREEMENT

This side-bar agreement amends the Labor-Management Agreement (LMA) between the National Federation of Federal Employees Local 1429 and Letterkenny Army Depot at Article 43, Negotiated Grievance Procedure, Section 8. The changes are identified below for steps 2 & 3 of the procedure.

A. Step 2. Delete LMA language as reads;

Replace LMA language with the following -

"If an employee is not satisfied with the immediate supervisor's decision; within 5 workdays, the employee will notify the Division Chief of his/her desire to use the option of interest-based problem solving techniques to resolve the issue(s)."

B. Step 3. Modify LMA language with the following -

"If the employee is not satisfied with the immediate supervisor's decision at step 1, or the outcome of the informal process at step 2, the Union may formally present the grievance in writing to the Division Chief within 5 workdays of the immediate supervisor's decision or the problem-solving meeting . The written grievance shall identify the employee by name, specify the nature of the grievance, and the corrective action desired. If the Division Chief has not met with the parties previously, a meeting will occur with the employee and Union representative, as well as, all involved party members within 5 workdays. A written decision will be made within 5 workdays of the meeting. It is agreed that the number of participants at the meeting should be kept to the minimum necessary to fully cover pertinent facts and provide firsthand information. In order that a full record is available to the proceedings, the Union or Management will be permitted to tape record the meeting. If a participant objects, he/she will not be required to participate in the meeting. The tape will be made available for review upon request by either party."

9 Jan 96
JAMES P. FAIRALL, JR.
Colonel, OD
Commanding

TONY ROCK
President, NFFE Local 1429
28 December 1995

~~participants at the meeting should be kept to the minimum essential to fully cover pertinent facts and provide firsthand information. In order that a full record is available of the proceedings, the Union will be permitted to tape record the meeting, if desired. If a participant objects, he/she will not be required to participate in the meeting. The tape will be made available for review in the Union office upon request.~~

Step 4. If the employee is not satisfied with the division chief's decision, the Union may within 10 workdays from receipt of such decision, forward the written grievance through the Director to the Commander for review and disposition. The Commander may or may not meet with the Union. The Commander will render a written decision within 10 workdays after receipt of the grievance.

Step 5. If the Commander's written decision is not acceptable, the Union may refer the grievance to arbitration under the provisions of Article 44.

Section 9. Grievances over written reprimands must be filed within 10 workdays and will begin at Step 3 of Section 8. Suspensions of 14 days or less will begin at Step 4 of Section 8.

Section 10. Grievances involving alleged Merit Promotion Plan violations or rating or ranking determinations will be processed in the following manner:

* ~~Step 1. Within 5 workdays of the act giving rise to the complaint, the grievance will be referred to the appropriate team chief, Classification, Staffing and Services Division, Civilian Personnel Office, in an attempt to resolve the issue. An MFR will be provided to the Union within 5 workdays, identifying the complaint and the proposed resolution, if any.~~

Step 2. If the employee is not satisfied with the Step 1 decision, the Union may forward the grievance through the DPCA to the Commander within 10 workdays. The DPCA will meet with the Union within 3 workdays of receipt. The Commander will render a written decision within 10 workdays thereafter.

Step 3. If the Union is not satisfied with the Commander's written decision, the Union may refer the grievance to arbitration IAW Article 44.



* SEE 28SEP06 MOA NEXT PAGE

Section 11. Grievances between the Employer and Union over the interpretation or application of the Agreement will be settled in the following manner:

Step 1. The President of the Union or his/her designed representative will meet with the appropriate division chief in an effort to resolve the issues. Matters having depot-wide application will be referred directly to the CPO for discussion. The division chief will provide an MFR of the meeting containing a decision within 5 workdays. For depot-wide grievances, the CPO will render a written decision within 10 workdays. If the CPO's decision is not acceptable, the Union may proceed to Step 3.

Step 2. If not satisfied with the division chief's decision, within 5 workdays, the Union will arrange for consultation with the director, who will convene a meeting within 3 workdays of all parties concerned. The director will prepare a memorandum for the record summarizing the grievance, considerations given it, and decisions reached. A copy of the memorandum will be furnished all parties concerned within 5 workdays of the meeting.

Step 3. If not resolved to the satisfaction of the Union, the grievance may be submitted in writing within 5 workdays to the Commander for review and disposition. The Commander may or may not meet with the Union and all parties concerned. The Commander will render a written decision within 10 workdays after receipt of the grievance.

Step 4. If the Commander's decision is not acceptable to the Union, it may have the grievance referred to arbitration under the provisions of Article 44.

Section 12. Management grievances will be presented in writing to the Union President IAW Section 7. The Union President will meet with all parties concerned, if requested, and render a decision within 10 workdays of receipt. If management is not satisfied with the President's decision, they may proceed to arbitration IAW Article 44.

Section 13. Grievances and/or hearings will be processed or held during the normal duty hours of the day shift. Employees and their representatives will be given a reasonable amount of time, without loss of pay or leave, to prepare and present grievances or attend hearings. This Section also applies to second and third shift employees, and their representatives, who will have their shift hours adjusted or changed. Except as provided in Article 44 (Arbitration), overtime, travel, and per diem are not authorized.

**MEMORANDUM OF AGREEMENT**
**BETWEEN**
**LETTERKENNY ARMY DEPOT**
**AND**
**NFFE LOCAL 1429**

SUBJECT: Review of Merit Promotion Grievances

1. Reference 5 CFR 335.103(5).c.(3)(vi).

2. Purpose. To establish a six-month trial process for review of complaints concerning non-referral for merit promotion. This agreement is not precedent setting and will expire six months from the effective date.

3. Scope. This Agreement applies to all NFFE Local 1429 bargaining unit employees of Letterkenny Army Depot.

4. Current process: Article 43, Section 10, Step 1. Within 5 workdays of the act giving rise to the merit promotion complaint, a written grievance will be forwarded to the Civilian Personnel Advisory Center (CPAC). Email is acceptable, however, if used, a telephone call must also be made by the sender to the CPAC to insure the grievance is received. The CPAC will coordinate the grievance with the appropriate specialist at the Civilian Personnel Operations Center (CPOC) in an attempt to resolve the issue. A Memorandum for Record (MFR) will be provided to the Union within 5 workdays after receipt of the written grievance. The MFR will identify the complaint and the proposed resolution or the position that no violation occurred.

5. Proposed trial process: The following procedure will be used for grievances based on non-referral for merit promotion:

    a. Within 5 workdays of the act giving rise to the merit promotion complaint, a written grievance will be filed with the CPAC explaining why the grievant should have been referred for merit promotion consideration. Email is acceptable;
    b. If email is used, the sender will place a follow-up phone call to the CPAC to insure the grievance has been received;
    c. The CPAC will coordinate the grievance with the appropriate specialist at the CPOC in an attempt to resolve the issue;
    d. If the complaint has merit, the CPAC will stop action on the referral list and an appropriate Subject Matter Expert (SME) will review the grievant's resume;
    e. If the SME determines the grievant should have been on the referral list, CPOC will be advised to amend the referral list by adding the grievant's name. The merit promotion process will continue;

f. If the SME determines the grievant should not have been on the referral list, the merit promotion process will continue after Union notification of the SME results;
g. In either case, the CPAC will provide a Memorandum for Record (MFR) to the Union within 5 workdays after receipt of the written grievance. The MFR will identify the complaint and proposed resolution or provide an explanation as to why no merit violation occurred; and
h. The Union will be notified if timeframes cannot he met based on availability of tbe SME or other valid reasons.

7. This Agreement is effective on 28 Sep 06, ~~and will automatically expire on 28 Mar 07~~

JUDITH C. TREGO
Chief, CPAC

GERALD MELLOTT
President, NFFE Local 1429

Section 14. Group grievances may be processed as an individual grievance if it is determined that the issues and circumstances are identical in all aspects.

Section 15. An individual grievance may be terminated upon written request of the grievant. A group grievance will only be terminated if all parties agree. Group grievants who withdraw at any step for any reason or remedy will not benefit from any further remedy received by the remaining grievants.

Section 16. All time limits herein may be extended by request of the Union or the Employer, qualifying the need for the extension. Failure of the Employer to observe the time limits at Section 8, Step 3; Section 10, Step 2; and Section 11, Step 1, and above of the grievance procedure, will entitle the Union and/or employee to the remedy sought by the grievance, provided such remedy would not be contrary to any law, rule, or regulation. Failure of the employee or his/her representative to observe the time limits provided herein shall constitute a basis for termination of the grievance by the Employer unless an acceptable reason is provided for the delay.

Section 17. Subject to the provisions of governing laws, rules, or regulations, the Employer will, upon request, permit Union representatives to inspect payroll or any other records used by the Employer as the basis of claims or proof in support of management actions upon which a grievance is based.

Section 18. It is the intent of the parties to the Agreement that any dispute subject to the grievance procedure will be fully discussed at each step of the procedure, with the intent of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attacks. Such meetings will provide for the presence of representatives from both parties with direct knowledge of the issues involved.

Section 19. Employees, their representatives and witnesses, will be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and in giving testimony.

Section 20. The integrity of all confidential or privileged information which may be revealed at any step in this procedure will be respected and protected by all parties involved.

Section 21. A file available to both the Employer and the Union will be maintained for each grievance processed under this procedure.

ARTICLE 44

ARBITRATION PROCEDURE

Section 1. Arbitration will be used to settle unresolved grievances arising under Article 43 between the Employer and the Union. Arbitration will be invoked only by the Employer or the Union. The decision to refer a grievance to arbitration must be submitted in writing by either party within fifteen days following receipt of the final decision on the grievance. The Union's decision to refer an issue to arbitration must be signed by the Union President or authorized designee. The Employer's decision must be signed by the Commander or authorized designee.

Section 2.* ~~Within ten workdays of receipt of a written request for arbitration, the Federal Mediation and Conciliation Service will be asked for a list of arbitrators.~~ The parties shall meet within ten workdays after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list and shall then repeat this procedure. The party striking first shall be determined by a coin toss. The remaining name shall be the duly selected arbitrator. The fees and expenses of the arbitrator will be paid by the losing party. Mixed or split decisions (where neither party clearly prevails) will be shared equally by the Employer and the Union. The amount of fees and expenses will be paid based on the scheduled fees and expenses listed on the arbitrator's biographical sketch which is provided by the FMCS. After his/her confirmation, the arbitrator must provide to the parties an itemized list of other scheduled fees.

Section 3. The arbitration hearing may be cancelled at no cost to the Employer or Union provided the arbitrator is notified no later than five workdays in advance of the scheduled hearing date unless otherwise stipulated in the advance information provided by the arbitrator. Unless mutually agreed otherwise, whichever party requests a cancellation or postponement will bear the costs of the cancellation/postponement.

Section 4. After notification of confirmation of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. If agreement can be reached on the issues, a copy of the Labor Management Agreement, the grievance, the decision at each step, and any other pertinent information (joint brief) shall be prepared by the parties for presentation to the arbitrator on the date of the hearing. If the parties cannot agree on the issuen to be arbitrated, then

*SEE 9NOV05 MOA, NEXT PAGE.

DEPARTMENT OF THE ARMY
LETTERKENNY ARMY DEPOT
1 OVERCASH AVENUE
CHAMBERSBURG, PA 17201

REPLY TO
ATTENTION OF

# MEMORANDUM OF AGREEMENT
# BETWEEN
# THE LETTERKENNY ARMY DEPOT
# AND
# THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES
# LOCAL 1429

SUBJECT: Amendment to Article 44, Section 2 of the Labor-Management Agreement

1. To resolve a dispute between the Employer and the Union over who requests and pays the Federal Mediation and Conciliation Service (FMCS) filing fee for a list of arbitrators, Article 44, Section 2 is amended as follows:

**a. The first sentence is deleted.**

**b. The first sentence is replaced with:**

**Within ten workdays after notifying the other Party of their decision to invoke arbitration, the Party invoking arbitration will request a panel of arbitrators and pay the filing fee in accordance with the Federal Mediation and Conciliation Service (FMCS) regulations. If the Party invoking arbitration wins, the losing Party will refund the FMCS filing fee to the winning party. The Parties will equally share the FMCS filing fee for mixed or split decisions.**

**c. The remainder of Article 44, Section 2 remains the same.**

2. This Agreement is effective on 9 NOV 05.

COL ROBERT A. SWENSON
US Army
Commander

GERALD D. MELLOTT
President
NFFE Local 1429

either or both parties may prepare a separate brief for the arbitrator. Nothing in this section shall serve as a basis for deferring or cancelling the arbitration hearing. Nor shall this section preclude resolution of the grievance at any time.

Section 5. The arbitration hearing will be held at Letterkenny Army Depot during the regular day-shift hours of the basic workweek. Witness lists will be exchanged two weeks in advance of the scheduled hearing date. The grievant, employee representative, and employee witnesses who are otherwise in a duty status will be granted excused absence from duty to participate in the arbitration proceedings without loss of pay or charge to leave. If a hearing extends beyond the end of the scheduled day-shift hours, the grievant and employee witnesses will be paid overtime if their presence is required. Employee representatives are not entitled to overtime for participation past their scheduled duty hours. If at all possible, employee participants working a night shift will be assigned to the day shift in order to permit their attendance and participation without loss of pay or leave. If such a shift change is not feasible, the employee participants will be paid overtime for the duration of their required attendance.

Section 6. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing. The arbitrator's authority will be limited to the interpretation and definition of the explicit terms of this Agreement. The arbitrator will not have the authority to add, modify, or delete any terms of this Agreement, as such is the sole prerogative of the contracting parties. Neither shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify agency regulations.

Section 7. The arbitrator's decision will be binding on the parties except when modified or overturned by the Federal Labor Relations Authority acting upon an exception filed by either party. Either party may file exceptions to the arbitrator's decision with the Federal Labor Relations Authority under regulations prescribed by the Authority. If no exception is filed, the arbitrator's decision and remedy will be effected promptly, but not later than sixty (60) days from date of receipt of the decision.

## ARTICLE 45

## PUBLICIZING THE AGREEMENT

Section 1. Within a reasonable time following the effective date of this Agreement, The Employer will reproduce and distribute sufficient copies of the Agreement to provide 150 copies to the Union and to distribute a copy to all employees assigned to the Unit and to all supervisory and management officials who supervise employees in the Unit.

Section 2. As a 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. The newly hired employee's supervisor will introduce the employee to his steward.

## ARTICLE 46

## EFFECTIVE DATE AND TERM

This Agreement, as executed by the parties shall remain in full force and effect for a period of three years from date of approval. Date of approval is as specified in Section 7114(c)(1), (2), and (3), Chapter 71, Title 5 U.S. Code. This Agreement shall be automatically extended for a period of one year unless either party shall notify the other party in writing not more than 105 calendar days or less than sixty calendar days prior to the expiration date of either party's desire to terminate or renegotiate this Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

In witness whereof, the parties hereto have executed this agreement on this 5th day of October 1993.

Letterkenny Army Depot
Chambersburg, Pennsylvania

DIANNE A. BEDELL
Chief Management Negotiator

National Federation of
Federal Employees, Local 1429

ROBERT E. ESTEP, JR.
Union President and Chief
Union Negotiator

Under Authority delegated by the Secretary of the Army, this Agreement is executed for the Department of the Army.

JOSEPH W. ARBUCKLE
Colonel, U. S. Army
Commanding

APPROVED:

HQDESCOM Memorandum

DATE: 8 February 1994