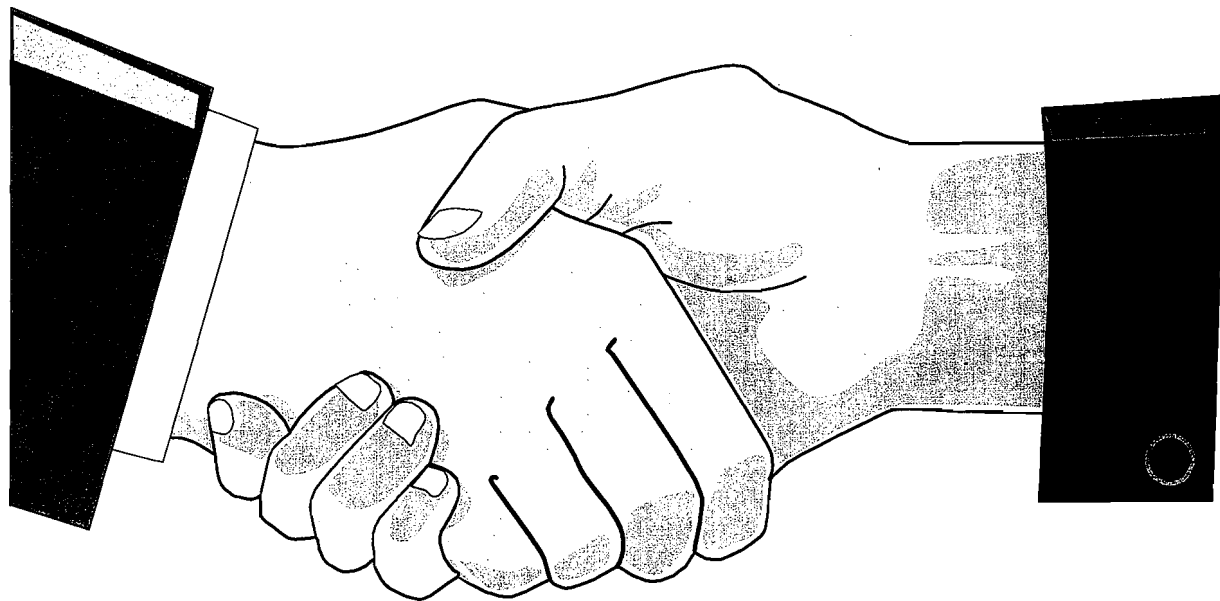


**Agreement between
Defense Depot Puget Sound
and
Bremerton Metal Trades Council**



SIGNED: October 27, 2005

Electronic copy located on DDPW LAN:
P:\Union Agreement\DDPW Negotiated Agreement signed 10-27-2005.pdf

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PREAMBLE

This agreement is made by and between the Defense Depot Puget Sound (DDPW), hereinafter referred to as the "Employer" and the Bremerton Metal Trades Council (BMTC), hereinafter referred to as the "Union."

WITNESSETH

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

ARTICLE 1. RECOGNITION AND COVERAGE OF AGREEMENT

Section 101.

The Employer hereby recognizes that the Union is the exclusive representative of all collective bargaining unit employees as defined in Section 2 below.

Section 102.

The unit to which the agreement is applicable is:

All employees, including temporary, probationary and intermittent employees of the DDPW, except professional employees, management officials, supervisors, engaged in Federal personnel work in other than a purely clerical capacity and any confidential employees, in accordance with the FLRA BMTC Charter.

ARTICLE 2. RIGHTS OF THE EMPLOYER

Section 201.

It is agreed that the Employer retains the right:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the DDPW; and

B. In accordance with applicable laws:

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

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which DDPW operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from:

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

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

Section 202.

When language in this agreement refers to duties of specific employees, it is intended as a guide as to how a situation may be handled. The Employer retains the discretion to make work assignments among qualified personnel.

ARTICLE 3. RIGHTS OF EMPLOYEES

Section 301.

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty, reprisal, discrimination, coercion and each employee shall be protected in the exercise of such right. Except as otherwise provided in this agreement such right includes the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and**
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.**

Section 302.

Each employee shall have the right to a reasonable amount of allowed time to bring work related matters, or matters of personal concern, to the attention of the employee's designated Union representative either personally or by telephone and/or appropriate officials of the Employer, such as the immediate supervisor, Equal Employment Opportunity (EEO) Counselor, Civilian Employee Assistance Program Coordinator, Safety Officer, or the Human Resources Office. The employee must obtain the immediate supervisor's permission prior to leaving the work site during duty hours.

Section 303.

Employees of the unit have the right to have a Union representative present at discussions or investigations between themselves and supervisors, or other representatives of the Employer as hereinafter provided in this agreement. This does not apply to day-to-day meetings between the employee and the supervisor concerning such items as, planning, organizing, directing, evaluating and controlling work.

Section 304.

Employees upon request will be permitted to review their official personnel folder (OPF), medical records or any other information identifiable to the employee that may be contained in a system of records maintained by the employer or any third party acting on behalf of the Employer in a reasonable amount of time. An employee's representative when authorized by the employee in writing will be permitted to review the employee's records.

Section 305.

The Employer agrees that all employees in the bargaining unit will be treated fairly and equitably in the application or interpretation of laws, rules and regulations of the agency or higher authority or employer policies and department procedures affecting working conditions.

ARTICLE 4. RIGHTS OF THE UNION

Section 401.

The Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining agreements covering those employees.

A. When the Employer receives orders or exercises its right to contract work traditionally performed by unit employees, the Employer will inform the Council President in writing.

B. When the Employer takes action during emergencies, the Employer will inform the Union President of the emergency and the Employer's action, as soon as practical.

C. The Union shall be promptly notified by the Employer and shall be given the opportunity to be represented at any formal discussion between one (1) or more officials of the Employer and one (1) or more employees of the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

D. The Union may have a representative attend New Employee Indoctrination to answer questions regarding the Union's representational responsibilities. The Employer agrees to give serious consideration to any suggested content changes to the presentation or related matters which are recommended by the Union and will notify the Union before implementing any change which affects the employee/Union representational rights/responsibilities. The Employer will provide the Union with a copy of the schedule, names and shops of New Employee Indoctrination sessions. The employer agrees to provide a copy of the agreement to all new employees.

E. The Employer will make available a copy of the Agreement and amendments to each unit employee. The Employer agrees to furnish the Union additional copies of the Agreement and amendments at the Employer's cost. The Union will identify the number of copies required prior to initial printing.

Section 402.

The Union will exercise those entitlements without discrimination and without regard to labor organization membership.

Section 403.

The exclusive representative shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or personnel policy or practices or other general conditions of employment.

Section 404.

The exclusive representative shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

- A. The employee reasonably believes that examination may result in disciplinary action against the employee or required to give a written statement and
- B. The employee requests representation.

Section 405.

The Employer agrees to inform unit employees of those rights in Section 4 above, annually, in writing.

Section 406.

The parties agree to meet and negotiate in good faith, for purposes of arriving at a collective bargaining agreement. If agreement is reached, the parties agree to execute, at the request of any party to the negotiation, a written document embodying the agreed upon terms, and to take such steps as are necessary to implement such agreement. On the condition that the contract goes into effect upon agreement or with a hand shake that very moment of agreement and the signature shall follow as soon as possible by both parties. The parties understand that final approval of agreement is subject to DoD review.

Section 407.

Upon written request, the Employer will furnish to the Union such data, not prohibited by law, which is normally maintained by the Employer in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining and; which does not constitute guidance, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

The Union recognizes that a five (5) workday period of time may be needed by the Employer to respond to such data requests. When it is not possible to respond within the time frame an extension may be requested. This would apply to data request all other issues would be itemized

Section 408.

The Union has the right to negotiate matters as discussed in Article 6 which are the subject of any rule or regulation, provided the rule or regulation is not a government-wide rule or regulation regarding personnel policies, practices or working conditions affecting unit employees or is inconsistent with an agency or government-wide rule or regulation or federal law.

Section 409.

The Union has the right to preclude unit employees from being represented by an attorney or other representative in any grievance or appellate action filed or processed through the grievance procedure of this agreement. This applies primarily to meetings, grievances, and arbitration. It does not apply to EEO procedures or Merit Systems Protection Board (MSPB) hearings.

Section 410.

The Union may not preclude a unit employee from being represented by an attorney or other representative while exercising grievance appellate rights established by law, rule, or regulation outside this agreement, nor in exercising any grievance or appellate rights established by law, rule, or regulation.

Section 411.

The Employer will provide the Union with a quarterly listing of bargaining unit members upon request. The listing will contain the work area of each employee and be sorted by division. Upon request by the Union, the Employer will provide updated data on individual employees who have accreted into the unit, or have been transferred, reassigned or promoted within the unit. This data will be provided within five (5) workdays of request by the Union.

Section 412.

The Employer agrees that the Union must be notified when management is in the process of making changes in working conditions that either will or would impact employees

ARTICLE 5. PROVISIONS OF LAW AND REGULATIONS

Section 501.

In the administration of all matters covered in the agreement, officials and employees are governed by existing or future laws, and government-wide regulations of appropriate authorities, by published Department of Defense (DOD) policies and regulations in existence at the time the agreement was approved; and by subsequently published DOD policies and regulations required by law or by the government-wide regulations of appropriate authorities. In addition to the threat levels will adhere to relevant DLA requirements and changes that may be imposed in the event of terrorism to the activity.

Section 502.

All unit members at DDPW are subject to DDPW instructions in existence at the time this agreement was approved, as well as subsequently published DDPW instructions. Subsequent instructions affecting personnel policies, practices and conditions of employment will be processed in accordance with procedures in Article 6, Section 2. All DDPW instructions covering personnel policies, practices and general working conditions in existence at the time this agreement is approved hereby become a part of and subject to the provisions of this agreement. Where the language of this agreement and the language in an instruction in existence at the time of the agreement are in conflict, this agreement will take precedence.

Section 503.

The Employer agrees to place the Union on the distribution list for activity instructions and notices, HRO manual changes, Civilian Personnel Instructions, including changes, amendments and corrections. These shall be provided by hard copy, floppy disk or LAN, as technological advances are implemented.

ARTICLE 6. MATTERS APPROPRIATE FOR NEGOTIATION

Section 601.

If the Employer proposes to make changes in personnel policies, practices and matters affecting unit employees' working conditions, the Employer will discuss the proposal with the Union Chairperson or designee prior to implementation. If the Union considers the change to be substantive, or no agreement is reached, the procedures in Section 602 of this article will apply. The employer will send electronic and hard copy to the union to discuss any changes.

Section 602.

If the Employer proposes changes in personnel policies, practices and matters affecting unit employees' working conditions, which cannot be resolved as in Section 1 above, a draft copy of the proposal, with supporting documentation, will be submitted to the Union's Chairperson or designee and the following procedures will be used.

A. The Union will have ten (10) workdays or the union may contact the employer at any time prior to negotiate such matter or advise the Employer, in writing, if they desire to consult on the matter. If the Union has no questions or concerns and does not respond, the Employer is free to implement the new or revised policy or rule.

B. If the Union does respond, the parties will meet within five (5) workdays and attempt to reach an agreement through consultation.

C. When additional information is requested by the Union, and it is available to the Employer it will be provided by the Employer within five (5) workdays.

D. All agreements concerning DDPW Instructions dealing with conditions of employment, that are reached through this procedure, will be reduced to writing, and will become a part of and subject to the provisions of this agreement.

E. If the parties fail to reach agreement, the Union may request formal negotiations. The Union's request for negotiations will be made within ten (10) workdays of receipt of the original proposal and will contain the Union's written proposal. If the Union does not make a timely request for negotiations it will be deemed to have waived such right. The parties will meet on a mutually-agreed upon date to begin negotiations. The Employer agrees to grant reasonable extensions for the Union to present I&I issues.

F. Negotiations shall take place between 0730 and 1700 hours, Monday through Friday. There will be an equal number of representatives from each party, normally not to exceed two (2), being in a duty status. The employer retains the right to have fewer participants than the Union. If either party requires additional representatives in attendance at the negotiations, the parties shall agree on the number of Union representatives to be in a duty status prior to the negotiations meeting.

ARTICLE 7. UNION REPRESENTATION

Section 701.

The Employer agrees to recognize Union representatives as identified. Union reps are authorized to conduct activities outlined in this agreement. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized representatives and the area they represent. The Employer agrees to post the listings of Union representatives on official bulletin boards.

Section 702.

The Union will be responsible for assignments of representatives; to include re-assignment, relief, and re-appointment. The Union agrees to keep the Employer informed of said changes as they occur. The Union representatives may receive, investigate, present and process grievances on official time. They will also advise employees of rights and procedures outlined in the agreement and applicable regulations or directives for resolving grievances or complaints.

Section 703.

Union representatives will be allowed official time to perform duties outlined in Section 2 above. When Union representatives and officials are required to leave their assigned duties on appropriate matters as discussed in Section 2 above, they will request permission from their immediate supervisor. If the immediate supervisor is unable to release a representative at the requested time, he or she will so advise the representative and give an estimated release time.

Section 704.

The Employer agrees not to transfer Union representatives out of the bargaining unit or change of shift without consultation with the Union.

Section 705.

The chairperson of the Union, or designee, will be the sole point of contact in all matters of personnel policies, practices, procedures and matters affecting conditions of employment at DDPW.

A. The President or designee of the Union will receive written notification of changes in personnel policies, practices, procedures and matters affecting conditions of employment at DDPW.

B. The President or designee is the only Union representative at DDPW with the authority to negotiate changes in the agreement on behalf of the Union.

Section 706.

The Employer agrees that the officers of the Union, who are not active employees of the DDPW, may be admitted upon approval of a request to the Employer for the purpose of meeting officials of the Union, or the Employer during working hours. Such visits shall be governed by security regulations.

ARTICLE 8. HOURS OF WORK

Section 801.

The administrative workweek is the calendar week 0000 hours Sunday through 2400 hours Saturday. The basic workweek will consist of five (5) eight-hour day shifts, Monday through Friday, inclusive, except in those functional areas which require other shift work.

Section 802.

The Employer will make a reasonable effort to assign employees to the basic workweek to the maximum extent possible by workload commitments, facilities, and space.

Section 803.

Basic workweeks other than Monday through Friday will be established in accordance with specific relevant provisions of 5 CFR, 610-121. The Union will receive notification of establishment of such workweeks in advance.

Section 804.

The Employer agrees to seniority assignment of employees to shifts of swing/grave. Employees assigned to shifts will be in accordance with grade and position requirements.

Section 805.

Reasonable time will be mutually agreed to, NTE (15 minutes) consistent with the nature of the work performed, for employees to clean up for protection of the employees' health, government property, equipment, or tools prior to lunch break and at the end of the workday. This would also include cleaning up your key board keys and desk or work stations if required.

Section 806.

If an employee is required to work through his or her regular lunch period, the appropriate supervisor may reschedule the employee's lunch period, job requirements permitting, provided such alternate lunch period may not begin more than one (1) hour prior to or more than one (1) hour later than the starting of the employee's normal lunch period.

Section 807.

The Employer recognizes that during winter months, some areas are more heavily impacted by snow and ice than other areas. The Employer therefore agrees to grant administrative leave if the decision is made to cease all but critical operations and to allow a reasonable amount of time to arrive to work or leave from work to avoid storms or snow etc. If normal operations are maintained during adverse weather conditions, a liberal leave policy will be applied to those non-essential employees who are heavily impacted by adverse weather. The Employer reserves the right to have essential employees to report to work.

Section 808.

The flextime program includes civilian employees of DDPW. This system allows employees to select and/or vary their arrival and departure times within agreed upon parameters.

A. The following basic requirement must be met:

(1) Each participating employee must account for an eight (8) hour day, all employees are eligible to participate.

(2) Each participating employee must be present during core time.

B. Management has the right to determine which employee(s) will be excluded from participation in the flextime program and for what periods of time their exclusion is effective. Employees excluded will be provided with as much advance written notification as possible, taking into consideration the employees' circumstances and the workload requirements. An employee may grieve the exclusion through the negotiated grievance procedure.

Section 809.

Employees may request an alternate work schedule in accordance with governing instructions.

Section 810

There will be a 15 minute rest period during the first half of the work shift and a 15 minute rest period during the second half for unit employees. If otherwise working when scheduled break and lunch times come, it is permissible to move those times for the day.

ARTICLE 9. OVERTIME

Section 901.

Overtime will be paid in accordance with law. Work performed in excess (8) hours during a workday or forty (40) hours in a workweek will be considered overtime and compensated accordingly. Employees will not work solely on their own to accomplish overtime work. If this cannot be avoided, the employer agrees to safety check employees working in remote areas. Unqualified employees wanting overtime that require training; can request such training from their supervisor.

Section 902.

Overtime assignments will be distributed fairly by seniority, by SCD for leave, and among qualified employees in accordance with their particular skills and the need for overtime work. Involuntary overtime will be distributed using inverse seniority by SCD for leave. Such involuntary lists will be rotated until each employee has one turn at mandatory overtime and then the list will start over at zero. The Employer agrees, upon request, to relieve an employee from an overtime assignment provided another qualified employee is available and willing to accept the assignment. The Employer shall determine the numbers and qualifications required for such overtime work, shall determine the employees that satisfy the requirements and shall select and assign employees to overtime work accordingly, subject to the provisions of the agreement. When overtime is offered to an employee and he or she is granted relief from the assignment, the hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution, unless offered less than 24 hours in advance. Requests for release from overtime for valid emergency reasons shall be considered.

Section 903.

In the assignment of overtime the Employer agrees to provide the employee with as much advance notice as practicable. In the event the employer fails to notify an employee 24 hours in advance the employer further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirements of fulfilling the mission of the Activity.

Section 904.

If possible, an employee designated to work overtime on days outside their workweek will be notified no later than 24 hours prior to the end of their last shift before overtime commences.

Section 905.

The Employer agrees to make every reasonable effort provide at least four (4) hours of work to an employee who is requested to work overtime. Employees reporting for overtime assignments not consecutive with their work shift, will be paid a minimum of 2 hours regardless if overtime is canceled.

Section 906.

At the beginning of each week, the Employer will post an overtime volunteer sheet. This sheet will include the employees name and a yes/no check block for each day of the week and the coming weekend. Employees are required to indicate if they are interested in working overtime on any given day. When it is determined that an overtime requirement exists, the Employer will go to the volunteer list to determine who will be offered the overtime.

Suitable records of overtime worked will be maintained. The Employer agrees to allow a Union representative to inspect existing overtime records to the extent necessary to determine alleged inequities in overtime distribution. The Employer agrees to maintain overtime records which will reflect:

- a. Days the employee worked overtime:
- b. Days the employee was provided the opportunity to work overtime; and
- c. Days the employee failed to report for overtime.

Such records shall be made available to a Union Steward to that extent necessary for the purpose of resolving an employee's complaint alleging inequities in overtime. Such requests by a Union Steward must be kept to a minimum and specifically identify the employee(s) involved.

SECTION 907.

CALL BACKS Employer agrees to use seniority principals among qualified employees on a rotation list. A three (3) hour minimum will be paid for show up on call backs for work. The employer agrees to rotate the call back duty. The notification method will be cell phone issued by the employer, unless other methods mutually agreed to.

ARTICLE 10. ANNUAL LEAVE

Section 1001.

Annual leave is a vested right of the employee and shall be accrued in accordance with appropriate regulations. Management will make every effort to approve an employee's request for annual leave based on workload requirements. Emergency leave requests will be submitted within the first hour of the shift or as soon as practical. The onus is on the employee to assure their leave is approved.

Section 1002.

The Employer agrees to schedule in advance approved leave, by the principles of seniority, for vacation purposes. Employees requesting periods of time such as two (2) consecutive weeks for vacation will have priority over employees requesting shorter periods of time providing the leave is available and the employee requests this leave by March 1st of the year. Leave approval is subject to workload. All leave conflicts will be resolved by SCD for leave.

Section 1003.

Every reasonable attempt will be made to satisfy the desires of the employee with respect to the approving of extended annual leave for vacations. When the Employer finds it necessary to cancel previously approved vacation leave, the reasons for such cancellation will be given to the affected employee(s) in writing. If leave needs to be canceled, every effort will be made to ensure that employees, who have pre-paid vacation plans, will be the last employees to have their leave canceled. Also, every effort will be made to give 2 weeks notice if leave is to be canceled.

Section 1004.

If the Employer schedules or affects a shutdown of work, the Employer will attempt to provide work based on the manpower requirements of the Command for employees who do not have annual leave credits. When the Employer schedules or affects a shutdown or curtailment of work, the unit employees will be notified as soon as practical. Upon request, annual leave will be advanced in accordance with regulations.

An employee may request leave without pay in order to preserve annual leave for vacation purposes in lieu of the above procedures.

ARTICLE 11. ADMINISTRATIVE LEAVE AND LEAVE OF ABSENCE

Section 1101.

Employees may be granted accrued annual leave or leave without pay to accept temporary labor organization positions or to attend conventions or meetings of labor organizations as defined in the Civil Service Reform Act of 1978, subject to the manpower requirements of the Employer. Employees may be granted leave of absence with or without pay for other purposes in accordance with the provisions of Title 5 of the Code of Regulations.

Section 1102.

Employees who are absent on approved leave without pay for periods of up to one (1) year shall accrue all applicable rights and privileges with respect to coverage under the federal employees group life insurance and federal employees health benefits program.

Section 1103.

In accordance with applicable regulations, an employee shall be allowed excused time, without charge to leave or loss of pay, subject to the identified manpower requirements of the Employer as hereinafter provided:

- A. Employees participating in examinations for promotions or interviews for Federal job opportunities or to visit pass and ID or legitimate places within reason, within the commuting area held during the employee's regular work shift.**
- B. Union representatives may be excused to attend information or orientation sessions, Union training etc. by the Employer, when determined to be of mutual concern or benefit to the Employer and the Union. All such requests will be submitted in writing. Requests for this time will not be denied based on workload.**
- C. Employees who volunteer as blood donors (either to the blood bank or directly to individuals) may be excused for this purpose, not to exceed four (4) hours pending verification of donation.**

D. Each Union representative and Supervisor may receive contract training time to be used within 90 calendar days of receipt of the contract. The Employer agrees to make suitable arrangements for a training room and equipment to facilitate this training.

ARTICLE 12. SICK LEAVE

Section 1201.

Sick leave is a right of the employees and shall be earned in accordance with applicable statutes and regulations. Sick leave shall be granted to employees when they are incapacitated for the performance of their duty by sickness, injury, or pregnancy and confinement, or for medical, dental, or optical examination or treatment, when a member of the immediate family of the employee is afflicted with a contagious disease or to care for an ailing family member or attend or make funeral arrangements for a family member. Sick leave shall be administered including the provisions of the Family and Medical Leave Act, in accordance with applicable procedures.

Section 1202.

An employee who is absent on account of sickness shall provide notification to his or her immediate supervisor during the first hour, on the first workday of their absence, or as soon thereafter as practical, or may leave a message on a phone recorder. If an employee chooses to leave a message, the employee must leave a number where they can be reached. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted in advance, unless it is of an urgent nature.

Section 1203.

The employer requires the supervision to be alert to detect excessive sick leave usage or abnormal trends by an individual employee. If such usage is detected, the employer will normally meet with the employee prior to taking action such as a letter of requirement, in an attempt to determine if other counseling resources may be beneficial. If such a meeting is decided upon, the supervisor will attempt to assure that the employee understands the affect of the absence on the mission. If the supervisor believes that there is a medical problem that can be addressed through the Command Employee Assistance Program, the employee will normally be encouraged to take action to correct the problem.

The above requirement will not prohibit the supervisor from taking necessary action to correct attendance problems as circumstances may warrant.

The supervisor may recommend other counseling services to assist the employee as appropriate, including the Civilian Employee Assistance Program to assist the employee in improving his or her attendance record. The requirement to furnish medical documentation for any absence shall be provided to the employee in the form of a Letter of Requirement.

The Letter of Requirement will be issued for a specific period of time ranging from 6 to 12 months and will be maintained by the supervisor who has the authority to approve or disapprove sick leave but it will be the responsibility of that supervisor to remove any documentation after completion of requirement of the letter. Prior to issuance of a Letter of Requirement the supervisor may meet with the employee and his or her representative, if requested, to discuss the sick leave usage and reason(s) for issuance. Unless on a letter of requirement or, in unusual circumstances, has been directly ordered in advance, employees will not have to provide documentation to cover an absence until the absence extends beyond 3 work days.

Letter of Requirement.

a. **Issuance.** In general medical certification is not required to support an application for sick leave for an absence from work for three (3) workdays or less; however, such certification may be required in individual cases. When warranted, the Employer may issue a letter of requirement that the Employee must obtain medical certification for each absence from scheduled work where the absence is due to incapacitation; (i.e., sickness, injury, pregnancy and confinement) or for medical, dental or optical examination or treatment, regardless of duration. Exceeding or falling below an arbitrary average shall not be the sole reason for medical documentation requirement. The Employer may excuse an individual from the requirement when the Employer recognizes unusual circumstances. Sick leave which has been approved as a result of accepted medical certification should normally not be considered when issuing the letter of requirement for suspected misuse of sick leave. A letter of requirement will be issued in a timely manner and shall specify the reason(s) for its issuance.

b. Employees on a medical certification requirement, who use the Medical Officer in lieu of a personal physician, may obtain the certification from the Medical Officer.

c. **Continuance.** The Employer agrees supervision will review the medical certification requirement prior to the expiration to make a determination if there has been substantial improvement in the Employee's sick leave usage. If the review results in continuance of the requirement the Employee will be formally notified of the decision in such a timely manner as to ensure the employee is aware that a requirement for medical documentation has been continued.

Upon the expiration of the medical documentation requirement, if the employee has not been notified of its continuance, the employee may presume that such a requirement no longer exists until the issuance of another letter of requirement if any.

d. Appeal. A letter of requirement requiring an Employee to support requests for sick leave with medical certification may be appealed under the Negotiated Grievance Procedure, Article 24.

e. Sick Leave To Care For A Family Member and Family Medical Leave Act (FMLA) Usage. Employees will not be counseled under the provisions of this article or placed under a Letter of Requirement for use of leave under the provisions of the (FMLA) However, an inability of an employee to come to work for an extended period of time regardless of what type of leave is used is still subject to being address under appropriate means.

NOTE: Administratively acceptable medical documentation includes an SF71 or any other document that includes information dictating the period of incapacity, statement of full or partial incapacity and signature of a medical practitioner.

Section 1204.

The Employer agrees to advance sick leave in accordance with applicable regulations to employees who are incapacitated for duty because of serious illness or disability, provided:

A. The maximum sick leave for career and career-conditional employees shall not exceed 240 hours and an employee holding a limited appointment may be advanced sick leave only in the amount which will be earned during the remaining term of his or her employment.

B. There is reasonable evidence, substantiated by a statement from the Medical practitioner, that the employee will be capable of returning to work and fulfilling the full scope of his or her duties.

C. Sick leave will not be advanced to an employee known to be contemplating separation by retirement or resignation.

D. That all available accumulated sick leave to the employee's credit is exhausted and all annual leave over 80 hours, for full time employees, has been used.

Section 1205.

When the employee's medical practitioner dictates a temporary medical limitation because of a work-related injury or illness, the Employer will make every effort to place the employee on a job within the prescribed restriction. The Employer agrees that any Agency contact with any employee medical service provider, will be restricted to what is authorized under the CFR or other relevant regulations. The employee may request to use sick leave, annual leave if available, or leave without pay for the purpose of work related injury absences. For work-connected illness or injuries, the employee may apply for injury compensation as provided by law. OWCP will be notified as per regulations.

Section 1206.

Employees who need leave due to personal or family medical emergencies may apply for donations of annual leave under the Agency Leave Transfer Program. The need for annual leave donations will be advertised.

ARTICLE 13. ENVIRONMENTAL/HAZARDOUS DIFFERENTIAL PAY FOR EMPLOYEES

Section 1301.

It is agreed that employees will be paid environmental/hazardous differentials, when warranted in accordance with law, rule or regulation which describes the work situations where environmental/hazardous pay is authorized.

ARTICLE 14. PROMOTIONS

Section 1401.

Promotions will be accomplished through the procedures in the Automated Staffing Program, ASP.

ARTICLE 15. ASSIGNMENT OF WORK

Section 1501.

Employees will be assigned to work taking into account the mission of the DDPW, and other duties which are consistent with the mission of the DDPW, as needs emerge. The term "other duties as assigned" shall not be construed as meaning a significant portion of the work performed at a higher level or outside of their primary classification for an extended period of time. Employer also agrees that each employee will have a designated location to receive e-mail and other computer access.

Section 1502.

A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of his or her position or rating to another position or rating for the temporary periods of time authorized by OPM and Employer regulations. Details may be made appropriately under circumstances such as follows however seniority principles will followed among qualified employees:

A. To meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave.

B. Pending official assignments, pending description and classification of new positions, pending security clearance, and for training purposes.

C. For other temporary appropriate Agency needs.

Section 1503.

It is the intent of the parties that details to a higher graded position should not exceed 120 days for one individual with making more permanent arrangements such as merit promotion etc. However, circumstances may dictate the need for more lengthy details to higher graded positions and is permitted under the provisions of management rights contained in 5 U.S.C. If any such detail does exceed 120 days, management has an obligation to provide reasonable justification for such action. Employees, as always, have the right to file a grievance or appeal if they believe their rights are being violated in this regard.

ARTICLE 16. DEVELOPMENT AND REVIEW OF POSITION AND JOB DESCRIPTIONS

Section 1601.

When an employee alleges inequities in his or her position classification or job rating, he or she shall be furnished information on the appeal rights and procedures by the HRO. He or she may elect to be represented or assisted by a Union representative in discussing the matter with his or her supervisor or with representatives of the HRO in reviewing classification standards or rating definitions that pertain to his or her rating or position, or in pursuing an appeal.

Section 1602.

An employee request for a current copy of his or her job or position description should be made to the first level supervisor. The Employer will provide the Union with a current copy of job descriptions of members of the unit on a case-by-case basis.

Section 1603.

It is agreed that the Employer will advise the Union when a job rating is to be changed to a lower pay level, and at least 30 calendar days prior to effecting a personnel action. The employer further agrees that in the event of a downgrade, an employee can request that the Agency look for an equally graded position elsewhere and management will make every reasonable effort to find one.

ARTICLE 17. DISCIPLINARY ACTION

Section 1701.

All disciplinary actions shall be taken for just cause. Disciplinary actions may be grieved in accordance with Article 24 of this agreement. When employees receive disciplinary type letters such as proposals and decisions, the employee will be requested to make a choice to have a copy provided to the Union or not. On each letter of this type there will be a block for the employee to initial stating they do or do not want the Union to have a copy. In the event that the employee is unavailable, in cases of long term absence, or unwilling, in cases of refusal to acknowledge receipt, to make such a choice known, the default position will be that the Union will not get a copy until so notified by the employee. The issuance of actions to employees will normally be accomplished through personal delivery unless circumstances don't permit. The Employer will make every reasonable effort to ensure that similar corrective action is imposed upon employees who are similarly situated.

Section 1702.

Notice of adverse action decisions shall include at least a seven (7) calendar day advanced notice period prior to the effective date of the action. Situations where the safety or security of employees or property is concerned will not be included in this requirement.

As well, whenever the Agency chooses to discipline an employee under the "Crime Provisions", such an advanced notice of effective date is not required.

Section 1703.

The Employer will counsel employees in private and will not effect oral admonishment in the presence of others. At all times during disciplinary matters, employees are cautioned to conduct themselves professionally and refrain from yelling and intimidating or physical behavior.

Section 1704.

Upon request, the employee will be provided any information relied upon to propose a disciplinary action. The Union may also receive this information upon request if it can be demonstrated through acceptable means that the employee has engaged the Union as a representative for the particular case.

Section 1705.

Where an employee is assigned to a restricted area and his or her security clearance is challenged, he or she may be reassigned to duties in a non-sensitive area if available, pending the results of the appeal from the challenge.

Section 1706.

Disciplinary actions will be initiated in a timely manner.

ARTICLE 18. HEALTH AND SAFETY

Section 1801.

The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The employer also agrees to stay on top of new practices or issues that would better serve the employees. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices. The Employer will assure that periodic inspections of all agency work places are performed, using appropriate procedures and personnel.

Section 1802.

Each employee has a primary responsibility for his or her own safety and an obligation to know and observe safety rules and practices as a measure of protection for him or herself and others. Employees will be encouraged to submit suggestions which will offer practical and feasible ways of improving the work areas and conditions. In addition, employees having a health and safety concern have the duty to request safety inspections of their areas.

An employee who requests a safety inspection will identify the specific area, equipment or practice believed to be unsafe to facilitate the inspection and to ensure that the Safety representative brings the proper equipment and technical personnel to evaluate the area of concern. On any employee generated safety inspection the Union shall be allowed to observe the inspection. Copies of the results of employee-initiated inspection reports will be provided to the Union upon request.

Section 1803.

Employees will also be alert to observe unsafe practices, equipment and conditions in their areas. Such practices, equipment or conditions should be reported to the Employer.

Section 1804.

The Employer will make every effort identify those work areas, practices, procedures and materials which have a potential for being hazardous. The Employer agrees to inform the Union and affected employees when a new class of materials or processes considered hazardous to employees' health are to be used or stored or handled at DDPW.

Section 1805.

Bi-weekly stand-up safety meetings will be held for employees. All available employees will participate.

Section 1806.

All employees may be given recurring training on safety/operation of equipment and hazardous material with which they are working. The Employer will attempt to ensure that new employees are trained on the safety/operation of equipment and that adequate orientation is provided for all employees concerning the hazardous materials with which they are working. Employees have a right to question an assignment when they believe that such duties may be unsafe. The Employer has an obligation to attempt to alleviate the employee's concerns prior to commencement of duties. Employees refusing to perform duties after consulting with supervision, are in peril of disciplinary action for doing so, if it is determined that the required duties were indeed safe.

Section 1807.

Safety shoes will be provided by the Employer. The employee will be reimbursed up to \$110.00.

Section 1808.

The Employer agrees that no employee shall suffer reprisal or other punitive action for requesting safety inspections, reporting safety violations or making any health or safety suggestions.

Section 1809.

The Employer and the Union will make every effort to prevent accidents of any kind. The Employer will ensure that prompt emergency transportation and first aid will be provided on all shifts. The prime consideration will be the welfare and comfort of the injured employee(s). Employees will, as soon as possible, notify their supervisors of any and all accidents occurring during their work shift. Supervisors will immediately investigate any reported accident, and initiate action to correct any hazardous condition and render any required report.

Section 1810.

The Union will be notified, by safety officer or designee, within three (3) workdays of any lost time work injury.

Section 1811.

The Union will be notified in a timely manor in the event of accidents or hazardous conditions occurring in the work place.

Section 1812.

The Employer will maintain records of employees who are exposed to contaminants in excess of accepted standards. Periodic physical examinations will be given to employees as required by Applicable DoD regulations. Upon request, the employee will be provided a copy of his or her medical examination results or upon request of the employee, the medical examination results can be provided to the Union.

Section 1813.

The Union will be provided copies of all releasable Safety and Health Reports generated by DDPW upon request.

Section 1814.

The Employer agrees that in cases where employees are exposed to a hazardous atmosphere or surfaces, the employees will be evacuated from that area until the hazardous atmosphere or surfaces has been rendered non hazardous or the Employer has issued to the employees appropriate personal protective equipment for the hazard involved.

The Employer agrees that the supervisors will evacuate areas based upon the advice of an appropriate evaluation official. Supervisors have the responsibility to immediately evacuate a suspected contaminated area prior to the arrival of the appropriate evaluation official.

Section 1815.

All employees are expected to dress appropriately for their work environment to include appropriate PPE etc.

ARTICLE 19. TRAINING

Section 1901.

The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. The Employer will honor the principles of seniority within groups of skill sets when training is offered, required or appropriate to the duties being performed.

Section 1902.

As individual development plans are made, it is agreed that both the supervisor and the employee will participate.

ARTICLE 20. PUBLICITY

Section 2001.

The Employer will provide the Union a bulletin board in building 467 for posting notices of meetings, recreational, or social affairs, elections, results of elections or other appropriate literature. If the Employer challenges the appropriateness of material posted, the Union and a Labor Relations Specialist shall meet and attempt to mutually agree. If agreement is not reached, the parties agree to invoke mediation for continued attempted resolution.

ARTICLE 21. PERSONNEL MOVEMENT IN REDUCTION-IN-FORCE (RIF) SITUATIONS AND REHIRING

Section 2101.

Prior to RIF notices being issued, the Employer will, in an effort to minimize or avoid a RIF, consider the reassignment or transfer of employees to available vacancies for which they are qualified or may become qualified within a reasonable amount of time when it is the Employer's decision that such vacancies will be filled.

The Employer also agrees to work closely with the union and its non supervisory employees to work out possible solutions in trying to determine alternatives. The Employer agrees to pass along all relevant and available information to all employees affected in a timely manner upon request.

Section 2102.

The Employer agrees to notify the Union of the necessity for a RIF as far in advance as practicable and of the reasons therefore and prior to submission of the request. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

Section 2103.

It is agreed that the Employer, to the extent consistent with the Activity's manpower requirements, will make a reasonable effort to reassign employees whose positions are eliminated due to automation or adoption of labor-saving devices. It is agreed that the Employer will make a reasonable effort to find training for employees and provide information and assist on state/federal training grants, whose positions are eliminated because of automation or adoption of labor-saving devices, provided the cost of such training is not prohibitive.

Section 2104.

When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the retraining of employees involved whenever feasible.

Section 2105.

The Employer agrees that reasonable efforts will be attempted to ensure that award monies are available in a post A-76 environment or MEO organization.

ARTICLE 22. CIVIC RESPONSIBILITIES

Section 2201.

Employees receiving notification of jury duty service may contact the HRO for information pertaining to pay and allowances. Employees will promptly notify their immediate supervisor upon receiving notice of their having been selected for jury duty. The employee will present the Employer a signed jury timecard or other satisfactory evidence of the time served on such duties.

An employee serving as a juror in a state or municipal court must collect all fees and the gross sum of fees received must be turned in to the Activity. Allowances received for meals, transportation, etc., may be retained by the employee.

Section 2202.

The Employer and the Union mutually agree that the employees in the unit may participate in charity drives endorsed by DoD or DLA for solicitation in DDPW. In no instance shall the Employer or the Union exercise pressure on an individual employee to contribute or not to contribute to a charity, nor will any reprisal action be made against an employee who refrains from contributing.

ARTICLE 23. COMMITTEE ASSIGNMENTS

Section 2301.

The Employer agrees that the Union may select representatives from the unit for assignment to committees.

ARTICLE 24. GRIEVANCE PROCEDURE

Section 2401.

This article provides for an orderly and exclusive procedure for the processing of the employee, Employer and Union grievances.

Section 2402.

This procedure applies to all matters subject to grievance procedures allowable under the Civil Service Reform Act of 1978 (Public Law 95-454) matters excluded from the grievance procedure are as follows:

- A. Any claimed violation of subchapter III of chapter 73 of Title V, U.S.C. (relating to prohibited political activities).**
- B. Retirement, life insurance, or health insurance.**
- C. A suspension or removal concerning adverse actions initiated because of failure to qualify for security clearances.**
- D. Any certification or examination of an appointment.**
- E. The classification of any position, which does not result in the reduction in grade or pay of any employee.**
- F. Performance ratings whose overall rating is other than fully successful, minimally successful or unacceptable on one performance element.**
- G. Incentive monetary awards.**
- H. Non-selection for promotion.**
- I. Removal of probationary employees.**
- J. Termination of temporary appointments.**

K. EEO complaints.

L. Any termination of benefits under Subchapter VI of Title VIII of CSRA (grade and pay retention).

M. Actions taken under 5 U.S.C. 7532

Section 2403.

A. Grievances may be presented and processed by: (1) an employee represented by the Union; (2) the Union on behalf of an employee; (3) an employee on that employee's own behalf; (4) the Union on its own behalf; or (5) the Employer.

B. In the event that an employee chooses to file a grievance on his or her own behalf, he or she may do so without the intervention of a Union representative as long as: (1) Management notifies the Union of the filing; (2) the Union has the opportunity to be present at any grievance meetings, and (3) the Union receives copies of any written decisions. The steps of this grievance procedure will be followed. Employees who are self-represented are not entitled to initiate arbitration.

C. It is agreed by both parties that early and prompt resolution of problems and complaints is desirable and attempts for resolution should be initiated at the lowest appropriate supervisory level.

D. It is understood that the original copy of the grievance form is the property of the Union and as such must be returned to the Union at each step of the grievance procedure. Grievance forms filed in "employee only" grievances are the property of the grievant.

Section 2404.

No supervisor or manager having decision-making authority in a succeeding step of the grievance procedure will be present in a grievance meeting of the aggrieved and subordinate supervisor or manager until the grievance has reached his or her level. This does not prevent an employee from making use of the command or a departmental open-door policy.

Section 2405.

All grievances filed under this procedure must be filed within 15 workdays of the occurrence of the matter being grieved or the grievant becomes aware of being aggrieved and must be submitted in writing on the agreed upon grievance form. Unless otherwise stated herein the following steps will be followed in submitting grievances.

(Step 1.)

Grievances must be submitted in writing by the employee and/or the representative on the agreed upon grievance form, with all applicable areas filled out, including, but not limited to, the exact nature of the grievance issue(s); the date of the occurrence, the specific procedural errors and/or negotiated agreement provisions alleged to have been violated and the specific relief sought.

The employee or Union representative will submit the grievance form to the grievant's immediate supervisor or manager responsible for rendering the decision/action or to the appropriate management official as directed in sections 6, 7 and 8 of this article. The management official will schedule a meeting, to attempt resolution of the grievance, within five (5) workdays following receipt of the grievance form. Witnesses may be permitted during this step of the grievance process. Within five (5) workdays following the meeting, the management official will provide a written grievance decision.

(Step 2.)

In the event the grievance is not resolved during step one of this process, the original written grievance may, with no additional matters, be referred to the Site Manager or designee, within 10 workdays of receipt of the step one decision. The Site Manager or designee, will schedule a meeting to attempt resolution of the grievance within 10 workdays following receipt of the step two grievance. The parties may present such necessary documentary evidence to fully present the facts. Witnesses who have direct, knowledge of the grievance issue(s) may be requested. Requests for specific witnesses will be submitted in writing to The Site Manager or designee. Within 10 workdays following the meeting; the step two deciding official will provide a written grievance decision. If the Step two decision is not satisfactory, the Union may elect to process the issue to arbitration.

Section 2406.

Grievances related to disciplinary/adverse actions will be initially filed with the Site Manager or designee

Section 2407.

Grievances pertaining to Performance Appraisals will be initially filed with the Site Manager or designee.

Section 2408.

Grievances pertaining to merit promotion actions will be initially filed with the Site Manager or designee, or in accordance with the procedures of ASP.

Section 2409.

All time limits specified by the grievance procedure can be extended by agreement of both parties. Failure of the Employer to meet the time limits prescribed shall constitute cause to move the grievance to the next step, or arbitration if at the second step, and so desired by the Union.

Section 2410.

A. Union grievances will be originated at the second step from the Union President or designee to the Site Manger or designee. Presentation of the written grievance will be made within 15 workdays following the event, or knowledge that such event occurred or is scheduled or occur. Upon receipt of such grievance, the procedures and time limits of the second step will apply.

B. Employer grievances will be originated at the second step of the grievance procedure by the Employer designee and submitted to the Union President or designee, presenting the written grievance to the Union within 15 workdays following the event, or knowledge that such event occurred or is scheduled to occur. Upon receipt of such grievance, the procedures and time limits of the second step will apply.

Section 2411.

The Employer and the Union agree that when several employees have an identical grievance (where few individual variations are involved), the Union will select one (1) case for processing under the grievance procedure. The employees will be advised that in processing one (1) grievance for the group, the decision on the case selected will be binding on all affected employees. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when any decision is made on the grievance, each employee will be individually notified.

Section 2412.

A. The Employer and the Union agree that at the option of the employee, they may appeal adverse actions either to the MSPB or through the negotiated grievance procedure, but not both.

B. In the event an employee wishes to appeal an adverse action under this negotiated grievance procedure in lieu of the appellate procedure as set forth in Section 7701 of the Act, the appeal shall be reduced to writing on the grievance form. The grievance shall be entered directly at the level above the deciding supervisory level, within 15 workdays following the employee's receipt of the decision in response to the employee's reply to the adverse action proposal.

If that level is above that if the Site Manager, the Employer will provide a qualified impartial designee from outside the MEO to hear the grievance. On receipt of such grievance, the procedures and time limits of the appropriate step will apply.

Section 2413.

The Employer and the Union agree that if at any point in the grievance procedure the grievant is awarded the personal relief sought or settlement reached, the grievance is considered closed.

ARTICLE 25. ARBITRATION

Section 2501.

Only grievances which have been processed through the grievance procedure in accordance with Article 24 may be appealed to arbitration.

Section 2502.

Arbitration may be invoked only by the Employer or the Union.

Section 2503.

If the decision at the second step of the grievance procedure does not satisfactorily settle the grievance, and either party desires to submit the grievance to arbitration, the appealing party shall, within 30 calendar days of receipt of the second step disposition, serve upon the other party a written notice of intent to arbitrate.

Section 2504.

Within seven (7) workdays from the date of receipt of the arbitration request, the party requesting arbitration shall contact the other party and attempt to pick a mutually-agreed upon arbitrator from maintained list of regional arbitrators. If the parties cannot mutually agree on an arbitrator, the appealing party will request that the Federal Mediation and Conciliation Service submit a list of five (5) impartial persons to act as arbitrators. The parties shall make contact within five (5) workdays after the receipt of such a list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each alternately strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. Who strikes first will be determined by coin toss.

Section 2505.

The arbitration hearing shall be held during the regular day shift work hours of the basic work week and all employee representatives, grievant and employee witnesses, who are members of the unit, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, if they would otherwise be in a pay status. It is understood and agreed that payment in accordance with this section that overtime or compensatory time will not be paid for time involved in the proceedings.

Section 2506.

The arbitrator will schedule a hearing after giving due notice to the parties. At such hearing, the testimony will be limited to such material facts as are in dispute and to such material argument as the arbitrator considers being necessary and proper. All other procedures relating to arbitration shall be determined by the arbitrator.

Section 2507.

Arbitration hearings will be held on any mutually agreed premises. If the location of the arbitration cannot be agreed upon, a coin toss will determine the location. If any such decision results in an added expense, both parties will equally bear the burden of that expense.

Section 2508.

The process of arbitration will be carried out as expeditiously as possible with a request that, whenever practicable, the arbitrator will render the decision, in writing, within two (2) calendar weeks after fully taking the matter under submission by sending copies of the decision to both parties.

Section 2509.

The arbitrator shall be prohibited from adding to, modifying, or subtracting from the terms of this agreement or any supplemental written agreement of the parties.

Section 2510.

The decision of the arbitrator shall be binding. If either party takes exception to the decision, it shall, within 10 calendar days, notify the other party in writing of its intent to appeal the decision to the Federal Labor Relations Authority.

Section 2511.

Grievances which are appealed to arbitration and which contain continuing liability shall be given priority over all other grievances in the arbitration procedure at that time.

Section 2512.

Should a dispute arise as to the grievability or arbitrability of an issue, the dispute shall be submitted to the arbitrator, as a threshold issue, for decision.

Section 2513.

The arbitrator's fee and the expenses of arbitration will be shared equally by the Employer and the Union. Either party may request a copy of the transcript and bear the cost thereof. If the other party desires a copy of the transcript, they will reimburse the other party for one-half the cost of the transcript.

ARTICLE 26. VOLUNTARY ALLOTMENT OF UNION DUES

Section 2601.

The Employer and the Union agree that the following provisions and time frames are applicable as long as the payroll function remains under the Employer's control; and that a reasonable effort will be made to keep time frames and provisions in the event the payroll function moves to another command.

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

B. The employee has voluntarily authorized such a deduction on the Standard Form 1187, Allotment Form.

C. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.

D. Section A of the Allotment Form has been completed and signed by an official of the Union and the form has been received by the Payroll Office.

Section 2602.

There is established a multiple-dues structure. The Employer shall deduct Union dues in the amount listed on the Standard Form 1187, signed by an employee of the unit for which the Union holds exclusive recognition.

Section 2603.

The Union shall be responsible for ensuring that the Allotment Form is provided and made available to the members, and shall ensure that the employees are fully informed concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 2604.

Deduction of Union dues shall begin with the first pay period which occurs after receipt of a correctly executed Allotment Form by the Payroll Office. However, such forms must be received by the Payroll Office not later than three (3) workdays prior to the beginning of the aforesaid payroll period. Employees may not request the deduction from their earnings of dues to more than one (1) Union.

Section 2605.

The dues shall be transmitted by the Payroll Office to the Treasurer of the Union, by check, not later than 10 workdays after the close of the pay period in which the deduction was made. With each remittance, the Payroll Office shall provide the Union with two (2) copies of the computer print-out, containing the following information, as a minimum:

- A. Names and payroll number of each employee for whom dues are being deducted and the amount of each deduction.
- B. Total number of employees for whom dues were withheld.
- C. Total amount withheld.

Section 2606.

Revocation forms, Standard Form 1188, Revocation of Voluntary Authorization for Allotment Compensation for payment of Employee Organization Dues, will be made available. Such revocation will not be effective, however, until the first full pay period following one (1) year from the date the first deduction was made by the Payroll Office, provided the form is received by the Union in a timely fashion. Timely fashion - the time necessary for the Union to process the request and forward it to the Payroll Office to effectuate the stoppage. Thereafter, such revocation will not be effective until the first full pay period following any successive anniversary date, provided the form or request is received in a timely fashion as noted above.

Section 2607.

An employee's voluntary allotment for payment of his or her Union dues shall be 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 the employee from the Unit.**
- C. Upon receipt of notice from the Union that the employee is no longer a member in good standing.**

Section 2608.

The Union shall promptly furnish the Employer, and maintain on a current basis, a certification of the amount of dues and the name and address of the official of the Union authorized to certify Section A of Standard Form 1187 on behalf of the Union.

Section 2609.

This agreement for Voluntary Allotment of Union dues shall continue in full force and effect for as long as the Union continues to be recognized by the Employer on an exclusive recognition basis for the employees involved.

ARTICLE 27. PERFORMANCE APPRAISALS

Section 2701.

The determination of work plans and performance standards is the responsibility of and is reserved to management. Informal discussions between the employee and supervisor concerning work plans and performance standards are a normal part of supervision and will occur to elicit employee input regarding performance criteria. Employees will be given an opportunity to participate in the development of the performance standards and the work plan for each position through discussions between the supervisor and the employees. Within 30 calendar days of the beginning of the appraisal period the Employer will furnish the employee a copy of the Performance Standards which will include the performance elements and work plan. For newly appointed and promoted employees, performance standards will be communicated in writing within 30 calendar days after entrance into the position. Changes to established performance elements or work plans shall be given to the employee in writing. Supervisors will discuss any changes to existing work plans and review established new work plans with their employees.

Section 2702.

All employees will receive a performance appraisal which will be based on a comparison of employee performance with the performance standards established for their position. Performance appraisals will be in writing, normally completed on an annual basis, and submitted within 30 calendar days after the end of the appraisal period. Performance appraisals will be discussed with employees in private during the month in which the rating is due. A block will be provided on the Appraisal form for the employees to indicate their views should they so desire. At the conclusion of the discussion with the supervisor, the employee shall sign the appraisal form. By signing, an employee merely acknowledges receipt of the appraisal, but not necessarily agreement with it. Employees will be given a completed copy of the form within 30 calendar days. Informal discussions between the employee and the supervisor concerning performance are a normal part of supervision and should occur throughout the appraisal period. However, a scheduled mid-year performance review shall be conducted.

Section 2703.

An employee may be reduced in grade or removed for failure to correct unacceptable performance at any time during the appraisal cycle, providing a current standard has been given to the employee and that, subject employee had sufficient training available and knowledge of said agreement with supporting documentation. When an employee is determined by the supervisor to be performing at an unacceptable level in a critical element, the supervisor will notify the employee in writing what action must be taken by the employee to improve his or her performance to an acceptable level and what assistance will be provided by the Employer to help them improve. The supervisor will give the employee at least 60 calendar days to bring his or her performance up to at least a minimally successful level. If an employee has performed acceptably for 1 year from the beginning of an opportunity to demonstrate acceptable performance (in the critical element (s) for which the employee was afforded an opportunity to demonstrate acceptable performance), and the employee's performance again becomes unacceptable, the agency shall afford the employee an additional opportunity to demonstrate acceptable performance before determining whether to propose a reduction in grade or removal under 5 U.S.C. 432.105. If the employee fails to achieve the goals outlined in the performance improvement plan at the end of the improvement period, or drops below the minimally successful level, in those same elements prior to one year having expired from the date the improvement period began, then reduction-in-grade or removal may be proposed without the need for an additional improvement period.

Section 2704.

For each employee covered by this system, the completed performance appraisal form and any supporting documentation shall be maintained within the EPF and a copy will be furnished to the employee. Appraisers may retain unofficial copies of performance documents; however, the storage, access, and retention of such documents will be subject to the rules and regulations governing the Freedom of Information and Privacy Acts. Personal notes retained by supervisors/managers which are for the personal use of the author and are not provided to any other person and which are retained or discarded at the author's sole discretion are not considered a part of the performance appraisal file system; therefore, such notes are not subject to the Privacy Act.

Section 2705.

When employees are identified as being minimally successful or unacceptable during performance evaluations, documented training or assistance will be provided to assist them in improving their performance to an acceptable level.

Section 2706.

Requests for clarification about the contents of, or the setting of, performance standards, which have not been satisfactorily explained by the supervisor, will be reduced to writing by the employee. The request will be forwarded to the reviewing official. The reviewing official will respond to the request. The decision of the reviewing official concerning the contents of a performance standard is final and not subject to further review in any forum.

Section 2707.

Requests for clarification about the contents of performance appraisals, which have not been satisfactorily explained by the supervisor, will be reduced to writing by the employee. The request will be forwarded to the reviewing official. The reviewing official will respond to the request. If the overall rating of record is minimally successful or unacceptable, the decision of the reviewing official concerning the contents of a performance appraisal shall be handled in accordance with section 3 of this article.

ARTICLE 28. Office Space

Section 2801.

The Employer will provide the following for Union use:

Secure, private office space and furnishings to include:

A. 1 computer, standard internet usage, access to a Cyber fed account and access to any other free research tools.

B. 1 black and white printer with copy capability and with stand/table.

C. 1 Desk, (2) chairs, one (4) drawer locking file cabinet.

D. 1 phone line, fax machine, DSN, unauthorized long distance phone charges are to be paid by the union when it was within their control.

E. Cell phone, if budgeted, to be used only for Union business and only during normal daylight business hours.

F. Use of government transportation, on base only, if not already in use or reserved.

G . Use of a shredder.

H. Anything else the Union can get from DRMO for free without any maintenance liability or expense to the Agency will be endorsed by the Employer. The understanding is that such equipment and furniture must be deemed related to conducting Union business or it will not be endorsed by the Employer.

ARTICLE 29. DURATION AND CHANGES

Section 2901.

This Agreement, as executed by the parties, shall remain in full force and effect for four (4) full years from the date of its complete approval by the Department of Defense. On the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60, nor less than 30 days, prior to the expiration date of this agreement. If neither party requests negotiations per the above, the agreement will be automatically extended in one (1) year increments. This agreement shall go into effect by hand shake and as soon as possible after DoD approval. Additional copies will be made available to the workforce thereafter .

Section 2902.

Any amendment to this agreement approved by the Department of Defense shall be promptly reproduced by the Employer and disseminated to all employees within the Unit, as mutually agreed.

Section 2903.

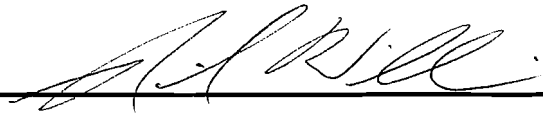
No agreement, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and approved by the Department of Defense.

Section 2904.

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



For the Employer



For the Union

10/27/2005
Date