

NEGOTIATED AGREEMENT

BETWEEN

NORTH ATLANTIC DIVISION

U.S. ARMY CORPS OF ENGINEERS

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL

AND TECHNICAL ENGINEERS, LOCAL 98A AFL-
CIO

& CLC

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PREAMBLE

Pursuant to the policy set forth in Title VII of Public Law 95-454, Civil Reform Act of 1978, the following constitutes an AGREEMENT by and between the U.S. Army Engineer Division, North Atlantic, Fort Hamilton, Brooklyn, NY, hereinafter referred to as the “Employer” and Local 98, International Federation of Professional and Technical Engineers, hereinafter referred to as the “Union”.

ARTICLE 1

UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit, as defined in Section 2 below; and the Union recognizes the responsibilities of representing the interests of all such employees without discrimination and with-out regard to labor organization membership, with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement.

Section 2. The unit to which this AGREEMENT shall apply is all professional and non-professional and wage grade technical employees assigned to the U.S. Army Engineer Division, North Atlantic, but excluding excepted service employees, all student temporary hires; summer hire appointments; temporary employees with less than six months continuous service with the North Atlantic Division; employees currently represented by other labor organizations; management officials, supervisors, the position of Management Analysis Officer (Manpower), GS-343-13 and employees described 5 USC 7112 (b)-(2), (3), (4), (6) & (7) including but not limited to the following confidential employees:- Attorneys, legal assistants, executive office employees and administrative assistants to the Senior Executive Service managers.

ARTICLE 2

RIGHTS OF EMPLOYER

Section 1. In accordance with the Statute nothing in this AGREEMENT shall affect the authority of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the U.S. Army Engineer Division, North Atlantic (NAD); and

b. In accordance with applicable laws—

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take 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 NAD operations shall be conducted;

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

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

(b) any other appropriate source; and

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

ARTICLE 3

RIGHTS OF EMPLOYEES

Section 1. It is agreed that employees in the unit shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Statute, such rights include the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union 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 employees under the Statute, as in §7102.

Section 2. The parties agree that the rights described in Section 1 above do not extend to participating in the management of the Union or acting as a representative of the Union by an employee, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3. When new hires occur, the Employer will provide to the Union a list of new bargaining unit employees including name and unit designation, on a monthly basis.

Section 4. To the extent that such matters are within the control of the parties, the Employer and the Union agree that all employees in the unit will be treated fairly and equitably in the application and/or interpretation of the Statute, rules and regulations.

ARTICLE 4

UNION REPRESENTATION & OFFICIAL TIME

Section 1. The employer recognizes the following Union officials, hereinafter referred to as “Union Representatives”, as authorized to perform “Representational Functions” as further delineated in this Article:

- a. “Officers” are elected positions and include the NAD Vice President, 1st, 2nd & 3rd Trustees, as well as the President and other officers at New York District.
- b. “Stewards” are appointed positions and include those Union officials designated as Chief Stewards by the Union.

Section 2. Acknowledging that open and frank communication between the Employee, Employer and Union facilitates the implementation of this Agreement and recognizing that Bargaining Unit members are scattered in locations throughout the North Atlantic Division, communicators, hereinafter referred to as “Area Agents” are recognized in the facilitation of that interaction. It is mutually agreed that Area Agents do not perform representational functions and hence, their endeavors may not be done on official time or while in a duty status and are limited to the following:

- a. Maintaining the Union Bulletin Board located in that facility;
- b. Distributing the Union mail; and
- c. Communicating to a Union Representative the need for representational functions when deemed necessary.

Section 3. The Union shall provide the Employer (Director of HR), in writing, and shall maintain with the Employer, on recurring basis, a complete list of all Union Officers, Stewards and Area Agents. If the President/Vice President or trustees is/are absent for more than eight (8) hours on TDY/Leave, the Union will advise the Employer if an alternate will act in his/her absence. It is agreed that the Union will guard against overloading any one organizational segment with stewards and/or full time representatives.

Section 4. Representational Functions include duties such as discussion, investigation (i.e. research), consultations, documentation, representation, and presentation with employee(s), management, fellow Union Representatives, and/or third party. Representational Functions are authorized pursuant to or consistent with (1) Title VII-95 454, (2) Title 5 United States Code, (3) IFPTE and (PNS Agreement), or (4) other applicable statutes, regulations, or executive orders. These representational functions include, but are not limited to, the following:

- a. Complaint(s), potential grievance(s), or an actual grievance(s).

- b. Discrimination complaint or appeal from adverse action or grievance.
- c. New or change to an instruction or plan that affects Conditions of Employment.
- d. Formal discussions or negotiations with management.
- e. Consultative meetings as a partner with management as mutually agreed by both parties.
- f. Meetings and appointments, such as RIF Representative, pertaining to Union representation as directed by the IFPTE Local 98 President/NAD Local 98 Vice President.
- g. Collective bargaining on Conditions of Employment to include: (1) environmental working conditions; (2) numbers, types, and grades of employees/positions assigned to any organizational subdivision, work project, or tour of duty; and (3) the technology, methods, and means of performing work.

Section 5.

- a. The use of official time will be consistent with both the rights of the employee to be represented and the efficient operation of the North Atlantic Division. The Union agrees to guard against the use of excessive time for such activities; that its representatives will conduct their business with dispatch and will use only the amount of official time which is necessary in light of the business to be transacted; and will assure that all Union officers and stewards engage only in those activities on official time which are authorized by the AGREEMENT and the Statute, as amended.
- b. The employer agrees that Union representatives shall have reasonable and sufficient time away from their duty station, known as official time. Official time will be used to conduct appropriate representational functions related to partnering, labor, management relations, employee activities and personal concerns that are authorized by the Federal Service Labor-management Relations Statute and this agreement. Official time shall only be utilized for representational and Union purposes during the time the employee otherwise would be in a duty status. The Union will be provided official time to meet with elected representatives, attend training sessions and conferences concerning mutually beneficial labor/management issues impacting all bargaining unit employees.
- c. The Employer agrees that all Union Officials shall have official time away from their duty station, during duty hours, to meet with other bargaining unit employees and other Union officials, prepare, attend meetings, do research, compose and print responses to any disciplinary or adverse actions and/or grievances and any appeal thereof. Official time will also be granted to bargaining unit employees and

union officials to discuss any other issue(s) concerning conditions of employment and personal concerns. The employer agrees to grant the Union officers and representatives official time for training on labor relation matters determined to be of mutual benefit to the Employer and the Union. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. Requests for official time must provide justification for the use of official time (including agenda items). Requests should be submitted in writing to the Union person's supervisor normally at least 5 (five) workdays in advance of training, but in time to allow for administrative approval/disapproval by the management-union liaison in accordance with management officials. The granting of official time will not exceed 320 total hours per year.

d. Union representatives and bargaining unit employees will provide as much advanced notice as possible to their supervisor before representational activities require their absence from the duty station. Supervisors will concur promptly, unless specific and critical work-related requirements do not allow it, but these issues are not to be excessively claimed. In those cases, the supervisor and the Union official/bargaining unit employee will establish a reasonable alternate date/time when the Union official/bargaining unit employee will be excused. Official time is not authorized for the purpose of conducting internal Union business, which involves any labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues). These activities shall be performed during the time the employee is in a non-duty status in accordance with 5 USC 7131 (b).

e. Official time shall be authorized in fulfilling representational responsibilities including all directly related activities and will only be used during duty status. Each fiscal year, the Union will provide an estimate of funds required to the Division Commander for his approval. The Union's request will be considered within the context of the Divisions' overall budget requirements. Approved funding will be provided to the Union at the time the yearly budget is approved by the Division Commander. Requests for additional funding, if required, must be submitted to the Division Commander for consideration.

f. The Union will provide Management a listing of its officers, trustees, and stewards initially and when changes are made. The list will identify the Union President, Vice-Presidents, Recording Secretary, Treasurer, Trustees and Stewards of IFPTE, Local 98 for NAD and those at New York District.

Section 6. The Employer agrees that officers of the union, national officers of IFPTE, and other duly designated representatives of the Union who are not active employees of the North Atlantic Division, shall be admitted to Fort Hamilton, upon Union request to the employer (HR), in accordance with Fort Hamilton & North Atlantic Division regulations.

ARTICLE 5

PROVISIONS OF LAW AND REGULATION

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, and any supplement thereto, the Employer and the Union are governed by the provisions of the Federal Service Labor-Management Relations Statute, existing or future laws and regulations, by published Employer (NAD) policies and regulations in existence at the time this AGREEMENT is approved and by subsequently published Employer policies and regulations required by law.

ARTICLE 6

APPROPRIATE MATTERS FOR BARGAINING

Section 1. Matters appropriate for bargaining between the parties are conditions of employment affecting unit employees. For the purposes of this AGREEMENT, the terms “collective bargaining” and “conditions of employment” are defined by the Statute.

Section 2. When the Employer decides to change a North Atlantic Division policy which contains negotiable provisions, the Employer will provide a copy of the proposed directive to the Union for negotiations if they desire. After review, and within five (5) working days, the Union will advise the Employer in writing of its intention to negotiate on the matter. If the Union fails to make a written request to bargain prior to the intended implementation date, the change will be effected by the Employer. Requests for extensions of time limits will not be unreasonably withheld.

Section 3. It is agreed and understood that any informal agreement made between supervisors and individual unit employees which is contrary to the provisions of this AGREEMENT and which has not been approved by the Employer and the Union, shall not be binding or precedent-setting.

Section 4. Nothing in this AGREEMENT 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 on the technology, methods, and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under Article 2 of this AGREEMENT; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under Article 2 of this AGREEMENT by such management officials.

ARTICLE 7

NEGOTIATED GRIEVANCE PROCEDURE

The Employer and the Union recognizes that disagreements will arise in a work situation. As a result, employees and supervisors are encouraged to attempt to resolve grievances or other work related concerns informally, at the earliest possible time and at the lowest supervisory level. Both parties agree that the preferred dispute resolution method is an Alternative Dispute Resolution (ADR) panel (described below) at the bargaining unit employee's option.

Section 1. This Article provides the exclusive procedure for the settlement of employee, Employer and Union grievances. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of the employee;
- c. By any employee, the Union or the Employer concerning;
 - (1) the effect or interpretation or a claim of breach of this AGREEMENT;
 - (2) any claimed violations, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

Section 2. Only the following types of actions are specifically excluded from the provisions of Articles 7 & 10. Matters thus excluded may be subject to administrative and/or statutory appeals and should be addressed to the appropriate authority for resolution as provided in Code of Federal Regulations and Title 5 of the United States Code:

- a. Any claimed violations of Subchapter III of Chapter 73 of Title 5 of the United States Code (relating to political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal effected in the interest of national security under Section 7532 of Title 5 of the United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;

- f. Termination of a temporary employee;
- g. Any letter or proposed action;
- h. An allegation or complaint of discrimination reviewable under Part 713 of OPM regulations;
- i. Separation of probationers;
- j. Reduction-in-force.
- k. Any specific management right under Section 7106 of Title 5 of the United States Code.

Section 3. All time limits provided for herein will be extended for a period of ten (10) workdays provided that a dated, written request for an extension is presented prior to the end of the prescribed time limit. Further requests for extensions may be entertained by mutual agreement; however, the granting party may require that the requesting party submit a dated, written request with a reason for the delay prior to the end of the prescribed time limit. Failure of the Grievant/Union to proceed with a grievance within any of the time limits or extensions specified in this Article shall render the grievance void or settled on the basis of the last rendered decision. Failure of the Employer to render a decision within any of the time limits or extensions specified in this Article, shall permit the Grievant/Union to have a choice of either:

- a. Proceeding to the next step of the negotiated grievance procedure, in which case, the Employer waives the right to contest procedural arbitrability based upon timeliness if arbitration results, or,
- b. Electing the use of the ADR panel described below.

Section 4. Any grievance, except as provided for in Section 12, shall be taken up by the employee or the Union within ten (10) workdays after the incident out of which the grievance arose, or within ten (10) workdays after the date the employee or the union became aware of the incident.

- a. Grievances concerning alleged misassignment of a continuing nature beyond thirty (30) calendar days may be submitted at any time during the assignment. However, personal relief granted in the form of pay under the provisions of this AGREEMENT shall not be retroactive beyond the date on which the employee initiates a Step 2, Section 5 grievance on the alleged misassignment.
- b. Grievances concerning removals, reductions in grade or pay, suspensions of 14 calendar days or more, or furloughs of 30 days or less will be processed under Section 12. Grievances concerning letters of reprimand and suspensions of fourteen (14) days or less, will begin with Step 2 of Section 5.

Section 5. The following procedures shall constitute the formal steps of the grievance procedure. Except as provided in Section 7 below employees using this procedure and the arbitration procedure, Article 10, will be represented by the following: a Union Officer or Steward.

Step 1. An employee and one representative shall present a grievance to the employee's supervisor within the time limits specified in Section 4 above. The grievance may be presented either orally or in writing. If resolution of the grievance is not within the authority of the immediate supervisor, the immediate supervisor shall so inform the grievant and refer him/her to the official having such authority. The immediate supervisor or other official shall give his/her decision orally to the grievant no later than ten (10) workdays following the presentation of the grievance, unless the appropriate official with such authority is the department head, in which case the grievant may choose to immediately initiate Step 2 of this grievance procedure.

Step 2. If the decision received in Step 1 is not satisfactory, the employee may, within ten (10) workdays after the receipt of the Step 1 decision, reduce his/her grievance to writing on a grievance form (Appendix 1). The employee may elect to either:

(1) Present the grievance to an ADR panel for mediation/resolution. The ADR panel shall consist of three (3) members uninvolved in the dispute agreed upon by both the employee/Union and supervisor/management: one neutral management official, one union representative and one manager representative (the employee's supervisor), to mediate a mutually agreeable resolution between the parties (being employee and employees supervisor). The ADR panel shall be established within five (5) workdays of being selected and shall normally complete its task no later than fifteen (15) workdays after being established. Failing successful mediation, the grievant may choose either:

i. Within applicable time limits, the employee may go to Step 3 of this negotiated grievance procedure; or

ii. With the management official's agreement, the ADR panel would investigate and gather relevant facts and render a final binding decision on the grievance.

OR

(2) Forward the grievance to the appropriate department head for continued processing under the formal grievance procedure.

a. The grievance must contain the specific nature of the grievance, the specific provision of the AGREEMENT, policy or regulation alleged to have been violated, the corrective action desired, and any pertinent additional information. The corrective action desired must be directly personal to the grievant. The grievance must be signed by the employee and his/her Union representative.

b. If forwarded to the department head, the department head shall review the grievance and obtain further information as considered necessary. Within ten (10) workdays of receipt of the grievance, the department head or his/her designated representative will meet informally with the aggrieved employee and his/her representative(s) up to two (2), to discuss the grievance. The department head shall give his/her decision in writing to the aggrieved employee not later than ten (10) workdays following the meeting.

Step 3.

a. If the aggrieved employee and the Union are not satisfied with the decision at Step 2, the Union may within ten (10) workdays of receipt of the Step 2 decision, request that the unresolved grievance be submitted for review by the North Atlantic Division Commander or his designated representative. The North Atlantic Division Commander or his designated representative will review the grievance record, conduct a personal interview with the aggrieved employee, and may obtain further information, prior to a decision being rendered. The record review and the personal interview with the aggrieved employee will not be unreasonably delayed. The North Atlantic Division Commander's designated representative can be the Deputy Commander or a Senior Executive but not from the Directorate out of which the grievance arises, nor shall the designated representative be anyone from the CPAC.

b. The North Atlantic Division Commander will give his written decision to the aggrieved employee (with a copy to the Union) not later than ten (10) workdays from the date of the last personal interview with the grievant.

Step 4.

a. If the aggrieved employee and the Union are not satisfied with the Step 3 decision, the Union may request that the unresolved grievance be submitted to impartial arbitration in accordance with the provisions of the Arbitration Procedure, Article 10. If a request for arbitration is not submitted within ten (10) workdays of receipt of the Step 3 decision, the Step 3 decision will be final.

Section 6. If, subsequent to the filing of a written grievance under the provision of this Article, it is decided that the stated relief desired will be granted, the Employer will notify the grievant(s) in writing, with a copy to the grievant's representative, if any. No discussion will be held and the grievance will be terminated.

Section 7. Employees of the unit may present their own grievances without the intervention of the Union so long as the adjustment is not inconsistent with the AGREEMENT, except that an employee may not personally invoke arbitration. The Union will have the opportunity to be present at any formal discussions, including the adjustment, concerning the grievance. If the adjustment, in the judgment of the Union, is inconsistent with the AGREEMENT, the Union shall have the right to challenge such adjustment through appropriate procedures.

Section 8. Should the Union desire to resolve some matter through the grievance procedure concerning the interpretation of the application of this AGREEMENT, such as, but not limited to, the current or prospective interpretation or application of this AGREEMENT or an alleged violation of the AGREEMENT by the Employer, then the matter will be processed as follows. The Union will advise the Management-Union Liaison (or other management designee) in writing of the matter the Union wishes to resolve. If the matter involves an alleged violation of the AGREEMENT by the Employer, such notification shall be made within ten (10) workdays after the date of the incident out of which the dispute arose, or within (10) workdays after the date the Union became aware of the incident. The Union, the Management-Union Liaison (or other management designee) and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this resolution will be reduced to writing and signed by the parties. If a satisfactory resolution of the matter is not reached, the Union will put its position in writing and forward it to the Management-Union Liaison (or other management designee) within ten (10) workdays from the conclusion of the above discussion. The Management-Union Liaison (or other management designee) will submit his/her decision in writing to the Union within ten (10) workdays of the date of the Union's letter. If the matter is still not resolved, then the Union may refer this matter to arbitration in accordance with the provisions of Article 10. If the Management-Union liaison or (other management designee) does not respond to the Union's position letter within the ten (10) workday time limit specified above, the Union may invoke arbitration in accordance with the provisions of Article 10.

Section 9. Should the Employer desire to resolve some matter through the grievance procedure concerning the interpretation or application of this AGREEMENT, such as but not limited to the current or prospective interpretation or application of this AGREEMENT or an alleged violation of the AGREEMENT by the Union, then the matter will be processed as follows: The Management-Union Liaison (or other management designee) will advise the Union in writing of the matter the employer wishes to resolve. If the matter involves an alleged violation of the AGREEMENT by the Union, such notification shall be made within ten (10) workdays after the date the Employer became aware of the incident. The Union, the Management-Union Liaison (or other management designee) and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory resolution of the matter. If a satisfactory resolution is reached through this informal procedure, this resolution will be reduced to writing and signed by the parties. If a satisfactory resolution of this matter is not reached, the Employer will put its position in writing and forward it to the Union within ten (10) workdays from the conclusion of the above discussion. The Union will submit its decision in writing to the Management-Union Liaison (or other management designee) within ten (10) workdays of the date of the Employer's letter. If the matter is still not resolved, then the employer may refer this matter to arbitration in accordance with the provisions of Article 10. If the union does not respond to the Employer's position letter within the ten (10) workday time

limit specified above, the Employer may invoke arbitration in accordance with the provisions of Article 10.

Section 10. Except in the case of disciplinary actions, the Union and the Employer agree that in the case of a grievance involving a group of employees, the Union will select one (1) employee's grievance for processing and the decision thereon shall be binding on the other grievants.

Section 11. The Employer shall upon written request of the grievant or his/her designated representative, permit inspection of pertinent payroll and other records as permissible without violating laws, rules or government policy for the purpose of substantiating the claim of the parties, in advance of Step 2 of the grievance procedure.

Section 12. The Employer and the Union agree that the employee may choose to appeal a removal, reduction in grade or pay, suspension of more than fourteen (14) calendar days or furlough of thirty (30) days or less to the Merit Systems Protection Board or, may grieve the action through the negotiated grievance procedure but not both. Should an employee elect to grieve the adverse action through the negotiated grievance procedure, the grievance shall be processed as follows:

Step 1. The grievant must present the grievance on a grievance form (Appendix 1) to the North Atlantic Division Commander within fifteen (15) workdays of the effective date of the action. The North Atlantic Division Commander, or designated representative, will hold a discussion with the grievant and his/her representative within fifteen (15) workdays of receipt of the grievance. The North Atlantic Division Commander will render a decision within fifteen (15) workdays of the date of the discussion.

Step 2. If the decision in Step 1 is unfavorable to the grievant, the matter may be referred to arbitration in accordance with Article 10.

ARTICLE 8

ADVERSE ACTIONS

Section 1. This article applies to removals, suspensions for more than fourteen (14) calendar days, reductions in grade, reductions in pay and furloughs for thirty (30) calendar days or less taken by the Employer against other than temporary or probationary employees in the unit. Such actions shall be taken in accordance with applicable law, rules or regulation only for such cause as will promote the efficiency of the service.

Section 2. An employee against whom adverse action is sought is normally entitled to at least thirty (30) full calendar days advance written notice stating any and all reasons, specifically and in detail, for the proposed action, except as provided in applicable law, rules and regulations (to include the Douglas Factors). The notice shall also inform the employee of his or her rights to review the material on which the notice was based. The employee and his/her representative will be allowed a reasonable amount of official time, if otherwise in a duty status, to review the material relied upon to support the reasons in the advance notice, to secure affidavits and to prepare a written reply.

Section 3. The employee is entitled to answer the notice of proposed adverse action either personally or in writing, or both personally and in writing. If the employee desires to make a personal reply, he/she and his/her representative, if otherwise in a duty status, will be allowed a reasonable amount of official time for this purpose.

Section 4. The employer shall issue a written notice of decision to the employee noting which of the reasons in the notice of proposed adverse action have been sustained and which have not been sustained. The notice will advise the employee of his/her appeal rights, the time limit for submitting such an appeal, a copy of the MSPB's rules and regulations and a copy of the appeal form.

Section 5. Full time career or career conditional competitive service employees may challenge adverse actions described in Section 1 above through Articles 7 & 10 or may appeal such action to the Merit Systems Protection Board, but not both. Probationary employees may appeal to the Merit Systems Protection Board, if provided for by Board regulations.

Section 6. Employees against whom adverse action is being contemplated shall have the same rights to representation as are provided for in Article 10.

ARTICLE 9

DISCIPLINARY ACTIONS

Section 1. Disciplinary actions, defined as a letter of reprimand and a suspension of 14 calendar days or less for the purposes of this AGREEMENT, shall be taken for just cause. Such actions shall be initiated and affected in accordance with the provision of this AGREEMENT and applicable rules, regulations and North Atlantic Division instructions and the Douglas Factors.

Section 2. It is agreed and understood that the Employer retains the right to hold discussions with employees pertaining to the Employer/employee relationship without affording the right to representation.

Section 3. Prior to initiating disciplinary action, a preaction investigation will be made to determine the facts in the case. Part of this preliminary investigation may include a discussion with the affected employee. If disciplinary action is being contemplated, the employee will be offered the right to Union representation.

Section 4. A copy of written disciplinary action (or proposed action) taken against an employee in the unit will be provided to the Union if requested by the affected employee at the time of issuance.

Section 5. When an employee has been issued a notice of proposed suspension for 14 calendar days or less, he/she will be given the opportunity upon request to make a personal reply to the management official, or designated representative, who will make the decision on the action. Such personal reply must be made in the normal 10 calendar day reply period.

ARTICLE 10

ARBITRATION PROCEDURE

Section 1. In the event the employer and the Union fail to satisfactorily resolve any grievance under Article 7 of this AGREEMENT, then such grievance, upon written request of the party desiring arbitration, shall be referred to arbitration.

Section 2. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the parties would not be precluded from introducing background material. The arbitrator shall not change, modify, alter, delete or add to the provisions of this AGREEMENT as such right is the prerogative of the contracting parties only.

Section 3. Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision. The arbitrator will rule on the arbitrability dispute prior to rendering a decision on the merits of the grievance except as provided for in Article 7.

Section 4. If it is the Union that desires arbitration, then the written notice invoking arbitration must be submitted to the North Atlantic Division Commander within ten (10) workdays from receipt of the decision in Step 3 of Section 5 of Article 7, Section 8 of Article 7, or Step 1 of Section 12 of Article 7. If it is the Employer that desires arbitration, then written notice invoking arbitration must be submitted to the Union within ten (10) workdays from receipt of the Union's position in accordance with Section 9 of Article 7.

Section 5. Within fifteen (15) workdays from the date of receipt of the arbitration request from the Union or the Employer, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall meet within ten (10) workdays after receipt of such a list to select the arbitrator. If the parties cannot mutually agree upon one (1) of the listed arbitrators, then the Union and the employer will each strike one (1) arbitrator's name from the list of seven (7) and shall then repeat this procedure twice more. The remaining name shall be the duly selected arbitrator.

Section 6. The fees, per diem and travel expenses of the arbitrator shall be borne equally by the Employer and the Union. The parties shall pay for their own transcripts, if such is desired. If the arbitrator requests a transcript the cost will be shared equally by the parties.

Section 7. Arbitration hearings shall normally be held at the North Atlantic Division during the regular business hours of the basic workweek. The parties may mutually agree to extend the hearing process beyond regular business hours, but under no circumstances shall the aggrieved employee, his/her representative(s) or witnesses

be paid overtime by reason of participating in arbitration. The Union representative(s), employee appellants, and employee witnesses who have knowledge relevant to the case, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. Witnesses at an arbitration hearing will normally give testimony under oath or by affirmation. Five (5) working days in advance of the hearing, the parties will submit to each other a list of witnesses and copies of exhibits it intends to offer into evidence. This notice requirement shall not operate as a bar to the appearance of necessary witnesses. Each party will bear the costs of its own non-unit employee representative and/or nonemployee witnesses except as provided by law and regulation.

Section 8. The arbitrator will be requested by the parties to render his/her decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's award will be binding, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 11

PAY ADMINISTRATION

Section 1. Premium pay (night pay, overtime & Sunday pay) and hazard pay differentials shall be computed in accordance with applicable laws and regulations.

Section 2. The employer agrees to notify the Union in accordance with Article 6 of the AGREEMENT when additions or deletions are made to North Atlantic Division instructions, which change local situations for which irregular or intermittent hazardous duty differentials or premium pay is authorized.

Section 3. While working long periods of overtime, employees who are exempt under the Fair Labor Standards Act and have reached the bi-weekly pay limitations (Level V of the executive pay scale) normally should not be expected to continue to work additional overtime hours if the employee can be replaced by another employee who is qualified and available, except when the employee's services are required.

Section 4. When an employee is entitled to a within-grade increase and a promotion at the same time, the changes will be effected in the order that will give the employee the maximum benefit.

Section 5. The Employer will request a "special pay rate" if all criteria required by regulations have been met for "hard to fill" positions. The Union may propose that a particular occupational series in the unit be considered for a "special pay rate" by submitting proper justification in writing. The Employer will take appropriate action.

Section 6. If the Employer contemplates a "gainsharing" experiment involving employees in the unit during the life of this AGREEMENT, the Union will be advised in accordance with Article 6.

Section 7. The Employer agrees that pay of employees in the unit will be set in a fair, equitable and consistent manner, in accordance with applicable rules and regulations, and the provisions of this AGREEMENT. When the Employer contemplates a change to the current pay setting policy, the provisions of Article 6 will apply.

Section 8. When an employee is changed to a lower grade at his/her own request with the prospect of repromotion back to the former grade, as soon as possible under merit promotion rules, a rate of pay in the lower grade will be selected which upon promotion back to higher grade will place the employee in the rate which he/she remained.

Section 9. When an employee contemplates a change to lower grade to a position for which an authorized vacancy exists, the Employer will, upon request,

inform the employee and the Union whether the position is “hard to fill” as defined by regulations.

Section 10. Prior to accepting a change to lower grade, the Employer will make available to the employee for review, a copy of the current Pay Setting Instruction. An employee may have Union representation if desired.

ARTICLE 12

HOURS OF WORK

Section 1. The basic work requirement is eighty (80) hours in a biweekly pay period, normally consisting of five (5) eight (8) hour days, Monday through Friday. This basic work requirement must be completed within the following tour of duty: all unit employees shall start between 0600-0900, shall end between 1430-1800 and are expected to be working during the core hours 0900-1430, except that all unit employees shall take a thirty (30) minute nonpaid lunch period between 1100-1400. Official business hours for Headquarters North Atlantic Division (HQNAD) are 0745-1615, during which each office should be staffed by at least one person.

Subject to staffing needs and supervisory approval, each unit employee shall establish a regular work schedule based upon one of the four available work schedules below. A unit employee's approved option shall be in effect for at least a three-month period without any change to another work schedule option. However, due to special circumstances regarding such contingencies as transportation problems, day care, doctor appointments, family emergencies, etc., a unit employee may deviate from his/her regular schedule on a non-recurring basis. Any contemplated change to the tour of duty in this Article shall be in accordance with applicable rules and regulations and in consultation with the Union before implementation of such change. Overtime must be ordered and authorized by the supervisor in advance.

The following four options of work schedules shall be in accordance with the flexible time bands and core hours described above:

Regular Flexitour – The employee with supervisory approval pre-selects the starting and ending times.

Gliding Flexitour – Employees may vary starting and ending times within flexible time bands.

Flexitour with Credit Hours - Employees may vary starting and ending times within flexible time bands, and may elect to work hours in excess of the basic work requirement in order to accomplish assigned work tasks efficiently and to vary the length of a workweek or workday. Credit hours may be accrued in one-quarter (¼) hour increments not to exceed two (2) credit hours per day. The full-time unit employee may carry over a maximum of twenty-four (24) credit hours from one biweekly pay period to the next. Credit hours must be earned within the non-overtime tour of duty, which excludes weekends and holidays. A unit employee may not earn credit hours for travel because travel in connection with Government work is not voluntary in nature (see Articles on Overtime and Travel).

Compressed Work Schedule

A. 5-4/9

(1) A unit employee must complete the basic work requirement in nine (9) workdays on a fixed work schedule consisting of eight 9-hour days and one 8-hour day. The scheduled day off and the 8-hour day are approved by the supervisor. Work schedules are also approved by the supervisor and may be adjusted quarterly. Requests for changes will be considered by the supervisor.

(2) Employees will be charged annual and sick leave according to the normal hours for the scheduled day. If a holiday falls on a scheduled day off the employee shall take the day before or after the holiday.

(3) Employees on TDY or training status will need to adjust their hours accordingly in conjunction with the supervisor and the timekeeper prior to the training and TDY.

B. 4/10 (4 ten hour days per week).

(1) A unit employee must complete the basic work requirement in eight (8) workdays on a fixed work schedule consisting of four 10 hour days with one day off per week. The fixed work schedule and days off are approved by the supervisor and may be adjusted quarterly. Requests for changes will be considered by the supervisor.

(2) Annual and sick leave will be charged in accordance with the normal hours worked (10). If a holiday falls on a scheduled day off the employee will take the day before or after the holiday.

(3) Employees on TDY or training status will need to adjust their hours accordingly in conjunction with the supervisor and the timekeeper prior to the training and TDY.

Section 2. The Union and Employer recognize the mutual benefit of a thirty (30) minute nonpaid lunch. A lunch period outside of the mandatory timeframe 1100-1400 shall be very limited with supervisor approval on a case-by-case basis.

Section 3. All employees will be required to use Eng Form 4704, May 81, to record their time and by completing the appropriate columns. Time will be recorded daily and employees will sign and submit the form to their assigned timekeeper by the end of the pay period.

Section 4. In order to facilitate communication requirements between unit employees, co-workers, supervisors & customers, all unit employees will utilize technology tools such as Outlook calendars, Outlook Out of Office Assistant, etc.

Section 5. Telework Program

A. General. An approved telework program involves an alternative worksite and offers the potential to: promote individual productivity, support energy conservation and clean air initiatives, represent a family friendly program, and attract and retain valued members of our workforce. A telework program can consist of work-at-home, GSA Telework Centers in which NAD has entered into an agreement, and/or other approved sites chosen by management.

B. Coverage. The telework program may not be suitable or practical for employees in positions which require extensive face-to-face contact with supervisors, other employees, clients or the general public; access to material which is routinely required to accomplish assignments and cannot be removed from the official duty station; or need for special facilities or equipment not available off-site.

C. Exclusions. Employees will be excluded from the telework program if any of the following conditions exist:

(1) Employee's performance has been rated below Success Level 3 and has not improved.

(2) Employee has received a disciplinary action in the year preceding the application for Telework.

(3) Employee is working in a position that requires close supervision.

(4) Employee is working in a position determined by management to be excluded due to mission requirements.

(5) Employee has had prior abuse of the telework program or has a leave restriction.

D. Program. Employees eligible to participate may volunteer to do so (no one will be required to do so). Each employee must sign a Telework Agreement prior to his/her beginning the telework program (see Appendix 2). If adequate equipment and communications are available and there is no conflict with mission necessity, training or scheduled meetings, employees will be allowed to work a telework arrangement.

(1) Once selected for participation, the employee will coordinate with the supervisor the days of the week to work at the alternate site. Regular and recurring telework schedules will be limited to three (3) days per pay period. Participants in a Compressed Work Schedule will be limited to two (2) telework days per pay period. Additional telework days may be granted on a case-by-case basis depending upon mission requirements and individual situations.

(2) Eligible employees may obtain equipment for use in the Telework Program from the Directorate of Information Management. If adequate equipment is not available, a waiting list will be established and other methods of telework must be authorized and approved by the DOIM such as use of personal equipment other than CPU's and software, which will be furnished by the Government.

(3) If at any time it is determined that a telework assignment is having an adverse impact on work operations, the employee's participation can be modified or terminated. The supervisor will attempt to modify the assignment to mitigate the adverse impact through discussion with the employee and a Union representative.

(4) If an employee is excluded or terminated from participation, the employee accompanied by a Union representative may request a review of such decision. A board consisting of the Deputy Commander, an SES member, and a GS-15 Supervisor (outside of the employee's immediate rating chain/Directorate) will hear the employee's reason(s) for consideration, the supervisor's basis of the exclusion from telework, and render a decision on the employee's participation in telework. Either the employee or the supervisor may grieve the board's decision to the Commander at Step 3 of the negotiated grievance procedure under Article 7 of this agreement.

E. Facilities and Equipment. Work-at-home and alternate worksites require adequate work space (a room or a portion of a room which is adequate for the performance of official duties), light, basic residential telephone service, power, adequate environmental conditions, smoke alarms, and adequate security. Most employee residences will be adequate to support this program. The employee self certification checklist will be used to determine adequacy of the work area (Appendix 2).

(1) The employee is responsible for basic telephone service.

(2) NAD retains ownership and control of all hardware, software, telecommunications equipment, and data furnished in the alternative work site by the Government. This equipment is to be used for official business only.

(3) Claims for damages to an employee's real or personal property when performing official duties or while using Government equipment at a private residence may only be processed as set forth by the Federal Torts Claims Act or the Military Personnel and Civilian Employees Claims Act.

F. Employee Responsibilities. The employee must be prepared to provide reasonable documentation showing what work he/she accomplished during the telework day, such as a list of accomplished work or a copy of the actual report or calculations produced. The employee must be available during the scheduled workday unless he/she has notified the supervisor and received permission to modify the workday.

(1) All meetings and mail service will be at the official duty site unless otherwise approved.

(2) Employees will comply with all required security measures and disclosure provisions so as not to compromise any security or Privacy Act requirements.

(3) Employees will comply with applicable Government regulations governing information management and electronic security procedures for safeguarding data and databases.

(4) Employees will protect all Government records and guard against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use.

(5) Employees must ensure that Government owned equipment is properly safeguarded and used only for authorized purposes. On site inspection may be required after prior notice when practicable.

(6) Employees must notify their supervisor within 24 hours if practicable of any work related accident or injury which occurs at the alternate worksite during the course of the scheduled work period and must complete the necessary paperwork.

(7) Employees must not use duty time for any purpose other than official duties.

ARTICLE 13

OVERTIME/COMPENSATORY TIME

Section 1. Overtime assignments shall be distributed fairly and equitably among qualified employees in accordance with their skills and familiarity with the work providing such assignment does not interfere with the Employer's determination of the numbers and skills of employees required for overtime work.

Section 2. Overtime entitlement and compensation is only permitted for hours of work officially ordered or approved using DA Form 5172-R and shall be in accordance with applicable laws, rules and regulations.

Section 3. During overtime assignments, the Employer will allow employees to have a lunch period on their own time.

Section 4. An employee who has been on approved leave shall not be precluded from overtime work.

Section 5. Employees on official training duty shall not receive overtime for periods of training duty except as authorized by appropriate regulations.

Section 6. Any employee having a question regarding overtime entitlement/compensation may bring the matter to the attention of the Union or Employer. Upon request and to the extent permitted by law and regulation the Employer will provide the Union with pertinent overtime information (reports) to aid in resolving a claim of inequitable distribution of overtime made by specific employees.

Section 7. When the use of compensatory time in lieu of overtime is an option of the Employer (graded employees whose basic rate of pay exceeds the maximum rate of GS-10 and the employee is exempt from the FLSA), overtime will be used only upon specific determination by the Employer in accordance with Fair Labor Standard Act regulatory authority.

Section 8. If an employee is required to be held over for unforeseen official business, the Employer will permit the employee to notify his/her home.

ARTICLE 14

HOLIDAYS

Section 1. All employees shall be entitled to holiday benefits, consistent with regulations applicable to Federal holidays prescribed by law or designated by Executive Order.

Section 2. Holidays shall be observed as non-work days to the extent practicable.

Section 3. When it becomes necessary to work on a holiday, supervisors will give as much advanced notice as practicable to those employees who will be required to work.

Section 4. Holiday assignments will be distributed fairly and equitably among qualified employees.

Section 5. An employee excused from work will receive pay for the holiday, without charge to leave, if the employee is in a pay status immediately before or immediately after the observed holiday.

ARTICLE 15

ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with existing applicable laws and regulations. The Employer agrees to approve and to schedule as appropriate, annual leave in such a manner, throughout the leave year, so that no employee will forfeit leave. Approval of annual leave for emergency reasons will not be unreasonably withheld.

Section 2. Annual leave for vacation purposes.

a. Such request must be submitted in writing on OPM Form 71, Application for Leave. However practicable, based on mission requirements, the employee within the grade and occupational series level in the concerned organizational element with the greatest amount of Federal service will be given first choice of the desired time with subsequent choices based on the same criteria. When an employee has made a selection, he/she shall not be permitted to change when it affects the choice of another employee. The Employer may approve a change in selection, provided another employee's choice is not affected. The Employer may require a change because of unforeseen circumstances. A signed copy of the OPM Form 71 will be provided to the employee.

b. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes shall be discussed with the Employer for confirmation.

c. Should complaints arise concerning annual leave scheduled in accordance with the provisions of Section 2.a. above, the Employer will provide the concerned employee with the necessary information to determine whether the leave was properly scheduled. Such information will be in accordance with applicable laws and regulations.

Section 3. The Employer agrees to grant annual leave in one-quarter (1/4) hour increments.

ARTICLE 16

SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable statutes and regulations. The Employer agrees to grant sick leave in one-quarter (1/4) hour increments.

Section 2. Sick leave may be approved orally when illness occurs. A request in advance for medical, dental or optical evaluation or treatment is subject to the employee's submittal of a properly completed application for leave form (OPM Form 71 or equivalent) within two (2) workdays after return to work. Oral requests for sick leave also should be followed by OPM Form 71 and given to the timekeeper for record purposes.

Section 3.

a. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) consecutive workdays, except in individual cases if there is reason to believe the employee is abusing sick leave privileges. In such a case, the Employer will advise the employee that he/she has a questionable sick leave record and why the employee is suspected of abusing sick leave. Subsequent to this discussion the Employer shall afford the employee the right to Union representation and at this discussion make pertinent sick leave records available to the employee and the Union. The Employer may, at this time, notify the employee in writing that all future requests for leave because of illness or other medical reasons must be supported by a medical certification, and will also be advised, in the same written notice, fully and factually, of the reasons thereto. The employee will be provided two (2) copies of the written notice. The second copy is provided in order that the employee may furnish a copy to the Union if he/she so desires.

b. It is agreed that such cases requiring a medical certificate for such absence shall be reviewed by the Employer after a six (6) month period from the date of issuance. When the Employer/Union determines that the restriction is no longer necessary the employee shall be notified in writing and provided two (2) copies as in Section 3.a., and all previous notices relating to this subject shall be removed from the Employer's records.

Section 4. Periods of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate to be filed before the end of the current pay period. In lieu of a medical certificate, within three (3) workdays, the employee's signed statements explaining the nature of his/her illness may be accepted, when it is unreasonable to require a medical certificate or because the illness does not require the services of a physician. Failure to provide certification or

statement could result in supervisor/Employer changing the sick leave to another status such as AWOL, LWOP, annual leave or other leave.

Section 5. It is further agreed that notice of questionable sick leave record shall not be based on absences on sick leave which have been validated with medical certificates.

Section 6. In accordance with applicable rules and regulations, sick leave, not to exceed 240 hours, may be advanced to an employee in case of serious illness or disability. Other forms of requests may be accepted by the Employer when it is impractical for the employee to submit his/her request in writing.

Section 7. An employee who is unable to report for duty because of incapacitation shall notify his/her immediate supervisor or other designated official as soon as practicable, but normally within two (2) hours after the start of the work day on the first day of absence. If employee is physically unable to contact supervisor, that employee may appoint a personal designee, such as but not limited to a spouse, family member or friend, to call the supervisor. Such notification shall specify that the absence is because of illness or injury, the nature of the illness or injury and the probable duration. Notification of absence is necessary in order that the employee may be placed in a paid sick leave, paid annual leave, or leave without pay status, as appropriate, and shall not in itself be justification for approval of sick leave. The employee has an obligation to keep his/her supervisor informed on a continuing basis of his/her expected return to duty; therefore, when the period of absence extends beyond the date given by the employee during his/her initial call, the employee shall notify his/her supervisor or other designated official of the new date that he/she expects to return to work.

Section 8. When an ill or injured employee returns to work from sick leave with medical certification for light duty work, the Employer should make every effort for reasonable accommodations in accordance with applicable laws and regulations.

ARTICLE 17

LEAVE WITHOUT PAY

Section 1. An employee may be granted leave without pay in accordance with applicable laws and regulations, and if mission requirements can spare his or her services.

Section 2. The Employer agrees to grant leave without pay in one-quarter (1/4) hour increments.

ARTICLE 18

ADMINISTRATIVE EXCUSAL AND TARDINESS

Section 1. When administrative excusal is authorized by the Employer in accordance with regulation, because of extreme weather conditions, breakdown of equipment, fire, floods or other natural phenomena all eligible employees who report or are scheduled to report for work, and whose services are not specifically required, will be excused.

Section 2. If an employee is unavoidably or necessarily tardy, the supervisor for adequate reasons may excuse the employee without charge to leave (but not more than 59 minutes) in accordance with applicable regulations and Article 12 of this agreement. When an employee is charged with annual leave for tardiness, the Employer may not require the employee to perform work for any part of the leave period.

ARTICLE 19

CIVIC RESPONSIBILITIES

Section 1. Employee absences and entitlement to fees and travel expenses for court and court related services will be in accordance with applicable law and regulations. Employee shall submit to Employer satisfactory evidence of time served on such duties. Such evidence shall be in the form of a signed statement from the Court or other satisfactory evidence of the time served on such duty. Allowance received for meals, transportation, etc., will be retained by the employee.

Section 2. If an employee is called for any civic duty, he/she shall promptly notify the Employer in order that arrangements may be made for his/her absence from the activity.

Section 3. In accordance with rules and regulations an employee who is summoned or ordered to an emergency duty in the National or State Guard or who is called by proper authority to participate in searches or other types of rescue or protection work will be excused without charge to leave or loss of pay.

Section 4. The Employer and the Union agree to encourage all employees to exercise their right to vote.

ARTICLE 20

OTHER LEAVE*

Section 1. **Birth and Adoption Reasons.**

a. The granting of leave for maternity reasons will be governed by the same policies, regulations and procedures as are applicable to the leave requested, i.e., sick leave (including advanced sick leave), annual leave, and leave without pay. Sick leave may be used only to cover the time required for physical examination, and the period of incapacitation. After delivery and recuperation should the employee desire a period of adjustment or time to make arrangement for the care of the child, these additional leave requirements, if approved, must be taken care of by the use of available annual leave, compensatory time or leave without pay.

b. Up to twelve (12) weeks of annual leave, compensatory time or leave without pay may be used by the mother or father in conjunction with either the adoption of birth of a child as provided by the Family Medical Leave Act.

Section 2. **Religious Reasons.** In accordance with applicable law, rule, or regulation, any employee applying for annual leave, religious compensatory time, or leave without pay on a workday which occurs on a religious holiday associated with the religious faith of the employee, will be granted such leave. Religious compensatory time taken shall be worked (paid back) within ninety (90) days of use.

* Approved with the understanding that the granting of such leave shall be consistent with the mission requirements for the employee's services.

ARTICLE 21

WORKING RELATIONSHIPS

Section 1. The parties to this AGREEMENT recognize that there are many factors, which affect harmonious working relationships, which should be resolved at the lowest possible level.

Section 2. An employee perceiving a problem concerning procedures used by the Union or Employer or any other dissatisfaction is encouraged to make all reasonable attempts to informally resolve the problem at the earliest possible time and lowest possible level. The employee may enlist the assistance of the Union representative and/or the supervisor in attempting to reach a satisfactory resolution. If a satisfactory resolution is not achieved, then the procedures and time limits in Article 7 may be utilized, if appropriate.

ARTICLE 22

POSITION CLASSIFICATION

Section 1. It is agreed that the Position Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions for all positions in the unit, in accordance with existing instructions. In the event of reorganizations, transfer and all related type actions where employees change positions, the Employer agrees to take prompt action to ensure timely classification of positions. The employee will be informed, upon request, of the status of his/her position.

Section 2. The Employer agrees that each employee will have access to a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, the supervisor will discuss the changes with the affected employee. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion will normally occur prior to making the changes.

Section 3. An employee may, at any time, submit a recommended change in his/her position description. The Employer agrees to meet promptly with the employee, a representative of the Union, to consult and to consider all pertinent facts relating to the request. The Employer shall, as soon as practicable thereafter, notify the employee of its decision. If the decision is unsatisfactory to the employee, and the employee believes that he/she is being misassigned, the matter may be referred to the grievance and arbitration procedure as herein provided so long as it is not an issue appealable under Section 4 of this Article.

However, it is agreed and understood that the Arbitrator's decision can only extend to the alleged misassignment and not to the title, series, and grade of the position. In the processing of a grievance, should there be a question by the Employer as to the title, series, and grade of the position, upon request of the Directorate Head, the NECPOC or comparable body will conduct an audit of the position. Such audits will normally be conducted within forty (40) calendar days of the request. Should an employee be dissatisfied with the results of the audit, at the desire of the employee, the provisions of Section 4 may be followed.

Section 4. If an employee believes that the classification (title, series or grade) of his/her position is in error, upon request, the employee will be furnished information on appeal rights and the procedures for filing an appeal through a representative designated in writing.

ARTICLE 23

MERIT PROMOTION AND PLACEMENT PROGRAM

Section 1. The provisions of this Article apply only to the filling of unit positions by unit employees when using duly established merit promotion procedures which have been established in accordance with applicable rules and regulations. The provisions of the Merit Promotion Program, relating to unit positions, are designed to assure selection of the best qualified person available regardless of source, to assure that employees have an opportunity to develop and advance to their full potential by bringing to the attention of the Employer highly qualified candidates from whom to choose, and to give employees competing for promotions under the provisions of the Merit Promotion Program an opportunity to receive fair and appropriate consideration for higher level jobs or jobs with attractive career opportunities. Non-merit factors such as race, color, religion, national origin, marital status, sex, age, physical handicap, Union affiliation, nepotism, political affiliation or others as stated in the US Code of Federal Regulations, will not be considered.

Section 2. Merit Promotion opportunities for unit positions will be posted by the Directorate of Human Resources via email. Announcements for permanent positions at the grade GS-13 and above will remain open a minimum of thirty (30) days. The Employer will furnish the Union with copies of each announcement in the unit when issued. After the register is established and a Certificate issued, the Union will be provided orally, upon request, the names of the highly qualified applicants referred for selection, the names of the Advisory Rating/Selection Panel members when used, selection criteria when used, and the name of the selecting official.

Section 3. Before vacant unit positions are announced under the Merit Promotion Program, special consideration will be given to repromotion eligibles, personnel of Department of Defense Stopper List, and other employees who have a statutory or regulatory right to be placed in or considered for the position. Such consideration will precede efforts to fill the vacancy using Merit Promotion procedures. Current NAD employees falling in the above categories will be advised if they have been considered but not selected for such positions and that if they desire further consideration they must apply through the Merit Promotion Program during the period of time the announcement is open. If a repromotion eligible who is certified as one of the best qualified and within reach on the promotion certificate (i.e., is certified to the selecting official along with regular promotion candidates) is not selected, the selecting official must provide a written statement to the NECPOC in accordance with Section 6, Article 31, explaining the reasons for the nonselection. In the event a nonselected repromotion eligible desires to review the documented reasons for nonselection for a given vacancy, he/she may make an appointment with a staffing specialist to review such documentation. A Union representative may accompany the employee.

Section 4. Employees entitled to priority consideration as a result of a proven failure to receive proper consideration in a previous promotion action are entitled to

priority consideration to the next appropriate vacancy for which he/she is qualified. The next appropriate vacancy is considered to be one of the same title, series, and grade and in the same department within which the employee lost consideration. Priority consideration under these circumstances will precede efforts to fill the vacancy using Merit Promotion procedures. However, should an employee apply for an appropriate vacancy outside of the directorate in which he/she lost consideration, the employee will be referred for priority consideration before issuance of a promotion certificate. The employee may be selected for promotion to either of those vacancies above in competition with others, if any, entitled to the same consideration as an exception to competitive Merit Promotion procedures. An employee is entitled to only one consideration per proven failure under this provision.

Section 5. When rating and selection panels are used, no employee will be excluded from panel membership based solely on affiliation with the Union.

Section 6. The Employer will make available for review the position description for an advertised position upon the request of any employee.

Section 7. Employee's applications for announced Merit Promotion vacancies for unit positions will be evaluated by the NECPOC/Northeast CPAC to determine basic eligibility for the specific vacancy for which applying. Basic eligibility shall be based upon Office of Personnel Management prescribed minimum standards including appropriate selective placement factors, which are essential to successful performance in the position. Upon completion of this evaluation, ineligible candidates will be so informed.

Section 8. All candidates who apply for promotion to unit positions under the provisions of the Merit Promotion Program, including applicants with special consideration not previously selected and who meet basic eligibility requirements will be further evaluated to determine those who are in fact highly qualified. This evaluation will be based upon appropriate criteria which may include any or all of the following: type, quality, and length of experience; job elements or job related criteria; awards, written tests; and education, training, and self-development. Advisory rating panels may be established to evaluate candidates for specific vacancies in the unit when requested by the Directorate head concerned. It is management's policy that a Human Resource/EEO will normally be a member and/or act as a technical advisor to rating panels to assure compliance with all legal, regulatory and procedural requirements.

Section 9. Certification of eligibles to the selecting official will be listed on the certificate in alphabetical order indicating the score received during the ranking process. Eligible candidates certified for selection consideration may be selected regardless of the order in which they appear on the promotion certificate based on merit and the selecting official's judgment of how well the candidates are expected to perform in the particular job to be filled and what their potential is for successful performance at the target level specified in the announcement. However, when both highly-qualified and qualified candidates are certified together, and selection is made

from below the highly-qualified group, the selecting official's reasons for his/her choice must be documented and submitted with the report of selection. The selecting official shall have the right to select or nonselect from the list of eligibles referred for consideration.

Section 10. If a selection panel is used to further refine and produce a list of finalists, if one finalist is interviewed, then all finalists shall be interviewed. Where availability, distance, or cost are a factor, the personal interview may be substituted. In the event a selection panel is not utilized, the same procedures apply to interviews conducted directly by the selecting official. The same interviewing procedures will apply to candidates referred from the Northeast CPOC Management register.

Section 11. Selected candidates and nonselected candidates on the promotion certificate will be notified of the final selection in a timely manner. Selectees under this program will be promoted promptly, usually within two (2) to three (3) weeks of selection.

Section 12. Selection of unit employees for a position with known promotional potential, and for training that provides a part of the qualification requirements for promotion must be in accordance with the Merit Promotion procedures. However, this does not affect training for noncompetitive promotions such as career ladder, upward mobility, etc., when competitive procedures were used at an earlier stage.

Section 13. An unsuccessful candidate for promotion may request an appointment to see a representative at the Human Resources Office or the supervisor of the desired position to discuss areas in which he/she could improve his/her own capabilities to enhance his/her chance for future promotions.

ARTICLE 24

DETAILS

Section 1. A detail is the temporary assignment of an employee to a position with different duties than his/her own for a specified period, with the employee returning to his/her regular duties at the end of the detail. All details shall be in accordance with applicable law and regulation.

Section 2. It is agreed that details to unit positions may be used to meet temporary needs where necessary services cannot be obtained by other desirable or practicable means. Details may be made under, but not limited to, the following circumstances.

- a. To meet emergencies occasioned by abnormal workload;
- b. Change in mission or organization;
- c. Anticipated or unanticipated absences;
- d. Pending permanent assignment;
- e. Pending description and classification of a new position;
- f. Pending security clearance to assume permanent duties; and
- g. For training purposes (particularly where the training is a part of established promotional or developmental programs).

Section 3. Details to unit positions will be made in no more than one hundred and twenty (120) day increments.

Section 4. An employee detailed to duties other than in his/her own line of work for a period of thirty (30) consecutive calendar days will have documentation placed in his/her Official Personnel Folder.

Section 5. Details and temporary promotions to higher graded unit positions will be limited to a maximum period of one hundred and twenty (120) days, unless made under competitive promotion procedures in accordance with the Merit Promotion Program.

Section 6. The Employer will control the duration of details to unit positions in accordance with the provisions of this Article to assure that the details do not compromise the open competitive principles of the merit system or the principles of job evaluation.

Section 7. When an employee is authorized to act in the absence of his/her immediate supervisor during a period of planned absence which is expected to be in excess of two (2) weeks, authorization will be documented by the immediate supervisor or other appropriate management official in writing to the employee not later than the first day of such authorization.

Section 8. When it is known in advance that an employee will be formally detailed in excess of thirty (30) calendar days, supervisors will, when practicable, notify the employee at least two (2) working days prior to the effective date of the detail.

Section 9. If an employee receives a detail to another position, he/she shall not lose any of the waiting period for consideration of a periodic step increase.

Section 10. When the Employer assigns an employee to a higher level position, the employee meets all the requirements for the position, and the assignment will continue for more than thirty (30) calendar days, the Employer shall take immediate steps to temporarily promote the employee. The promotion shall be made effective no later than thirty (30) calendar days following initiation of the action.

Section 11. In the case of any alleged misassignment of a unit employee, the Union may bring the matter to the attention of the immediate supervisor. If the matter is not satisfactorily resolved, it may then be processed by the Union in accordance with the provision of Article 7, Section 8.

ARTICLE 25

PERFORMANCE EVALUATIONS

Section 1. It is agreed that the primary objective of any appraisal system is to evaluate performance and as such should be designed to strengthen supervisor/employee relationships with the resultant effect of improving employee performance or when identified. Performance evaluation is not a periodic process; it is the supervisor's day-to-day responsibility. Every effort should be made to inform employees of declining performance orally before the midpoint and in writing at the midpoint, if shortfall continues.

Section 2. Denial of a within-grade increase shall be taken in accordance with Article 8 of this AGREEMENT.

ARTICLE 26

INCENTIVE AWARDS PROGRAM

Section 1. The Parties recognize the significance of, and benefits to be derived from an Incentive Awards Program. Among awards included in this programs are: Suggestion Awards, Special Act Awards, Performance Awards, Time Off Awards and Honorary Awards. The program is designed to encourage participation in improving the efficiency and productivity of North Atlantic Division operations.

Section 2. The Employer and the Union agree that incentive awards will be granted only on the basis of merit and neither maximum nor minimum quotas will be established.

Section 3. Suggestion Awards.

a. It is the Employers desire that all suggestions will be processed in an expeditious manner. To this end it is agreed that every reasonable effort will be made to reduce in-process time. It is further agreed that employees who encounter unreasonable delays in receiving a final determination on adoption or rejection of a submitted suggestion may take up the matter directly, through or accompanied by a Union representative, with the appropriate supervisor. The Employer agrees to investigate complaints of unreasonable delays in processing suggestions and to furnish pertinent information as to the reason(s) for delay through the appropriate supervisor or official responsible for administration of the program. The Employer agrees that where unreasonable delay is found to exist, such action as is necessary to expedite processing will be initiated. Normally for purposes of the AGREEMENT, any suggestion not adopted, rejected or otherwise acted upon within 60 days of the date filed shall be considered unreasonably delayed.

b. The Resource Management Directorate shall assist employees in assuring that suggestions are in the correct format for evaluation.

c. Rejections will be in writing and the suggestor will be afforded an opportunity for a personal interview to discuss the details of the rejection. Upon request, the suggestor will be accompanied by a Union representative.

d. An employee may submit a written request for reconsideration of a rejection to the Directorate of Resource Management within 30 days of receipt of the rejection notice. Such request must contain detailed reasons in rebuttal of the rejection decision.

Section 4. IFPTE Local 98 will be part of the NAD Incentive Awards Committee.

Section 5. Performance Awards.

a. The purpose of incentive awards is to motivate employees to increase productivity by rewarding those whose performance is substantially above normal job requirements and standards. Specifically, a performance award is a monetary award given in recognition of high-level performance for a specific period of time. Employees should not be nominated automatically for a performance award. The nominations should be used both to reward past performance and as an incentive to stimulate future high-level performance of the awardees and their peers.

b. Employees with an overall rating of “successful level 1 or 2” (Excellence 75% or more of Objectives & Excellence 25-74% of Objectives for Senior Level Employees) may receive performance awards.

c. Performance awards are computed as a percentage of pay. Generally, within the same Directorate, employees with higher ratings should receive larger dollar awards than employees at the same grade level who have lesser ratings. To further facilitate the fair and equitable distribution of awards to bargaining unit employees, the process should be open to review and full disclosure should be available to the Union.

ARTICLE 27

FAIR LABOR STANDARDS ACT

Section 1. The provisions of this Article are informational and shall not be construed to conflict with or modify the provisions of the Fair Labor Standards Act, Title 5 United States Code, and implementing regulations of the OPM, and Comptroller General, as these are not for bargaining.

Section 2. The provisions of Title 5 for overtime purposes cover exempt and non-exempt employees in the Unit.

Section 3. Periods of paid absence (i.e., holiday, sick, annual or other paid leave) are considered hours of work for computation of overtime entitlement under FLSA.

Section 4. A non-exempt employee may be granted the choice of compensatory time or overtime pay for irregular or occasional overtime.

Section 5. Normally, authorized travel time outside regular working hours is “hours of work” under FLSA if the employee:

- a. Performs work while traveling (e.g., travel as a driver of the vehicle;
- b. Travels as a passenger to a TDY station and returns the same day, or
- c. Travels as a passenger on non-work days during hours which correspond to his/her regular working hours.

Section 6. When an employee’s status is found to be nonexempt under FLSA, action will be taken to classify the position as nonexempt. The action taken will ensure that the employee receives the appropriate pay he/she is entitled to in accordance with law and regulation.

Section 7. Upon request, the Employer will provide employees with the basis for their FLSA determination.

ARTICLE 28

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees in the unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote, and maintain training programs, which are consistent with the needs of the North Atlantic Division. Training directed by the Employer in connection with the assigned duties of the position shall be accomplished while the employee is in a duty status. Both parties agree to encourage employees to take advantage of training and educational opportunities in accordance with the applicable policy on Individual Development Plans, and other regulations.

Section 2. The Employer will determine requirements for training and employee development with the objective of maintaining appropriate manpower capability in all work areas.

Section 3. All training opportunities will be offered to qualified employees without regard to race, religion, color, national origin, sex, age, handicap, political affiliation, Union affiliation, or any other nonmerit factor.

Section 4. The Employer agrees that Union recommendations to the Employer relative to the training of employees in the unit will be considered. The Employer will implement any approved recommendations. If negotiable changes are made in training programs impacting employees in the unit, the procedures in Article 6 shall apply.

Section 5. Career counseling may be provided by the Directorate of the Human Resources and by their Career Program Manager for those employees who require specific information regarding training and development opportunities.

ARTICLE 29

SAFETY AND HEALTH

Section 1. The Employer will make every effort to provide and maintain safe working conditions for employees. The Union will encourage employees to cooperate in these efforts and to work in a safe manner.

Section 2. An employee who observes unsafe and unhealthful practices, equipment, conditions and/or environment shall report such observations as soon as practicable to his/her supervisor or the Occupational Safety and Health Office (OSH) as appropriate. An employee who is engaged in work which is potentially hazardous shall not be required to work alone or beyond the call and observation of other employees. Should an employee claim that his/her assigned job is not safe or will endanger his/her health, the circumstances shall be reported to the immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If any doubt regarding safety of the job is raised, a ruling shall be obtained from the division head or senior supervisor available before proceeding. If the employee still believes that the job is not safe, the OSH office will be promptly called by management and then the work will proceed.

Section 3. The Employer agrees to furnish protective clothing and safety equipment at no expense to the employee unless otherwise directed by higher authority, whenever the Employer for safety or industrial health purposes requires it in accordance with applicable laws and regulations.

Section 4. The Employer shall provide prompt ambulance service and first aid to an injured employee. No injured employee will remain unattended while being transferred to the hospital. The Employer shall notify the Union promptly after a serious disabling lost-time accident involving a unit member. Such notification shall identify the employee by name, code, and nature of the injury. In accordance with applicable regulations, such notice may not include sensitive medical or personal information.

Section 5. An employee who sustains an occupational injury or illness in a duty status will, if possible, report to his/her supervisor and will be sent to the Fort Hamilton Medical Clinic for immediate medical examination, if practical. The Medical Officer will determine if an ambulance is/is not required. If required, the Employer will provide the ambulance. If an ambulance is not required as a result of an occupational injury, the Employer will provide other appropriate transportation to a patient care facility or a physician's office. If the Medical Officer determines that the employee is incapable of transporting himself/herself and there is not other means of transportation, the Employer will provide transportation to their home. In all other cases, it will be the responsibility of the employee to arrange for transportation.

Section 6. When required by the Employer, medical examination and/or treatment arising out of an employment situation shall be at no cost to the employee.

Section 7. When an employee returns to work from a job related injury with medical certification for light duty work, the Employer should make every effort for reasonable accommodations in accordance with applicable laws and regulations.

ARTICLE 30

TRAVEL

Section 1. When travel is required as part of an employee's assignment, the desires, convenience and comfort of the employee will be considered to the maximum degree consistent with efficiency of operation and the assignment involved. To the maximum extent practicable, no employee will be required to travel during hours outside those of his/her normal workweek. The Employer shall record the reasons for ordering travel at those hours. A written copy of these reasons will be provided to the employee concerned upon his/her request. Any employee required to travel will be expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his/her own expense, and will be responsible for submitting an accurate, complete and correct claim in a timely manner for expenses incurred. Travel time requirements for leaving and returning can be modified to meet the desires of the employee provided it meets with his/her supervisor's approval and it does not interfere with his/her assignment. However, an employee who desires leave in conjunction with travel or to otherwise modify his/her departure time, should normally make such desires known prior to the time the request for travel is submitted. This will allow for maximum consideration by the Employer. Employees who have approval to depart earlier than scheduled or return later than scheduled for their own convenience must do so at no additional cost to the Government.

Section 2. Employees required to perform authorized overtime services beyond the regularly scheduled workday while on temporary additional duty shall be compensated in accordance with applicable rules, and regulations, including the Fair Labor Standards Act.

Section 3. Employees on training or TDY shall be paid the maximum per diem or subsistence allowance as specified by applicable travel rules and regulations. Employees ordered to travel shall be notified as far ahead of time as practicable. Employees without a government travel credit card shall normally be entitled to an advance of funds upon request and time permitting in accordance with applicable law, rules and regulations. Government travel credit card holders shall not normally be entitled to an advance but may obtain cash in advance by using the ATM (automated teller machine) feature of the credit card.

Section 4. Transportation between places of business at a temporary duty station, and between place of lodging and place of business at a temporary duty station, will be allowed in accordance with appropriate regulations. Where the nature and location of the work at a temporary duty station are such that adequate meals cannot be procured there, the expense of daily travel required to procure meals at the nearest available place will be considered necessary transportation, not incidental to subsistence, reimbursed in accordance with appropriate regulations. A statement of the necessity for such travel for the purpose of procuring food will be included in the travel voucher.

Section 5. Arrangements for an employee's day of rest will be made in accordance with applicable travel law, rules and regulations.

Section 6. When an employee is assigned the responsibility of driving a vehicle while on TDY in a foreign country, the Employer will provide, if available, pertinent information applicable to the country in which the TDY will be performed.

Section 7. Employees assigned to temporary additional duty on official travel orders and who are authorized to report to the temporary duty station directly from their place of residence in their private vehicle will be granted a mileage allowance reimbursement for the most direct mileage between their residence and the temporary duty station. Such allowance will be authorized only for the operator of the vehicle. The rate of reimbursement shall be in accordance with appropriate travel regulations.

Section 8. When required, the employee will submit an itemized list of expenses (travel voucher) authorized by his/her travel orders within five (5) days of return from travel. The travel authorizing official's approval must be obtained for any deviations. In the event that the Employer determines that certain expenses are not allowed by travel regulations, annotation will be provided on the employee's claim. Government travel credit card users shall abide by travel credit card policy and mandatory split disbursement.

ARTICLE 31

CONTRACTING OUT AND REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction-in-force, or (outsourcing) contracting out, is recognized or required, the extent determined, and authorization obtained. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees in the levels affected, when applicable. The importance of informing employees of the basis and reasons for the reduction-in-force, or contracting out, is mutually recognized. All reduction-in-force actions shall be accomplished in compliance with statutes, rules and regulations.

Section 2. The Union shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the unit.

Section 3. The Employer shall consult with the Union concerning any work changes, when it is known that such changes will result in a reduction-in-force or contracting out affected employees in the unit. The Employer shall consider reassignment, retraining, restricting in-hires and other actions that may be taken in minimizing displacement actions of career unit employees by a reduction-in-force.

Section 4. When an employee receives a reduction-in-force notice, he/she shall be permitted to view the retention list upon which his/her name appears. The employee so affected shall have the right to Union assistance when checking the list.

Section 5. All career and career conditional employees separated by reduction-in-force action shall be placed on the Reemployment Priority List for all positions for which qualified and available, as directed by them to the Employer in writing. The names of all such persons shall be placed on the Reemployment Priority List in the following order:

- (1) All career preference eligibles with service-connected compensable disability of 30% or more.
- (2) All other career preference eligibles.
- (3) All career non-preference eligibles.
- (4) All career-conditional preference eligibles with service connected compensable disability of 30% or more.
- (5) All other career-conditional preference eligibles.
- (6) All career-conditional non-preference eligibles.

Employees will be given consideration in rehiring in accordance with applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 6. An employee reassigned to a lower grade as a result of reduction-in-force is entitled to special consideration for repromotion. Although not guaranteed repromotion, ordinarily the employee should be repromoted when a vacancy occurs in a position at his/her former grade (or any intervening grade) for which the employee has demonstrated that he/she is well qualified, unless there are persuasive reasons for not doing so. Consideration of an employee entitled to special consideration for repromotion must precede efforts to fill the vacancy by other means, including merit promotion procedures, except when another employee has a statutory or regulatory right to be placed in or considered for the position. If a selecting official considers an employee entitled to special consideration for repromotion under this section, but decides not to select the employee for promotion and then the employee is certified to that official as one of the best qualified and within reach on the Merit Promotion Certificate for the same position, the official must document his/her reasons for the record if he/she does not then select the employee. Upon request the employee and/or a representative may review the documentation. Employees affected by reduction-in-force will be informed of their rights to repromotion by request initiated by the Employer without regard to the Merit Promotion procedures and without the necessity of formal announcement of the vacancy.

ARTICLE 32

DUES DEDUCTION

Section 1. The Employer agrees to deduct Union dues from the pay of employees in the unit who authorize such deductions. Nothing in this AGREEMENT shall be construed as requiring an employee in the unit to become, or, except as provided in Section 3 below, remain a member of the Union.

Section 2. The Union is responsible for procuring prescribed allotment/revocation forms, making the forms available to eligible employees, certifying the amount of dues and informing employees in the unit on the uses and availability of the required forms. The Union and employees in the unit shall take precautions to conduct such functions during non-duty hours.

Section 3. Except as provided for in Section 4 below, an allotment for the deduction of an employee's Union dues may be terminated by the employee through submission of a Dues Revocation Form (SF 1188) on his/her anniversary date (the date the employee originally requested dues withheld) or within a ten calendar day period immediately before his/her anniversary date. Such termination shall become effective the first full pay period of the month following receipt of the Dues Revocation Form provided dues allotment has been in effect for a period of one full year at the time it is received by the Employer.

Section 4. The Employer will automatically terminate dues allotment the first full pay period following the occurrence of any of the following:

- a. Loss of exclusive recognition by the Union;
- b. Permanent transfer of the employee from the unit;
- c. Separation of the employee for any reason including death or retirement;
- d. Notification from the Union that the employee has been expelled or has ceased to be a member in good standing in the Union.

ARTICLE 33

GENERAL PROVISIONS AND SERVICES

Section 1. EQUAL EMPLOYEMENT OPPORTUNITY. All qualified employees are assured equal opportunities in employment matters without regard to race, color, religion, sex, age, national origin or handicap. The Employer will publish and disseminate an Equal Employment Opportunity (EEO) Affirmative Action Plan in accordance with existing law and directives. The Union will be consulted on any proposed changes for the accomplishment of the affirmative action program, which may adversely affect unit members.

Section 2. COUNSELING

a. The Employer and the Union are committed to aiding employees who request assistance in obtaining counseling services for alcohol or drug abuse or other matter of a personal nature which is impairing or may impair the employee's job performance.

b. The Employer agrees that any employee in the unit who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected. Such aid shall be provided by the employee's personnel advisor and/or the Army Benefits Center (ABC) and shall include information on alternative retirement plans for which the employee is eligible.

Section 3. FEDERAL EMPLOYEES COMPENSATION/DISABILITY RETIREMENT/FAIR LABOR STANDARDS ACT CLAIMS. Any employee who has a claim under any of the above shall have the right to be represented by a Union representative during discussions of such claims with the Employer.

Section 4. LIST OF UNIT EMPLOYEES. The Employer agrees to furnish the Union with a list containing the name, occupational code, grade & organization of employees for which the Union has been granted recognition. This list will be provided semi-annually at no cost to the Union.

Section 5. UNION FACILITIES

a. The Employer will assign office space to the Union, currently Bldg. 301, second floor, as well as appropriate office furniture and equipment necessary to conduct official union business in an efficient manner, to be approved by a management designee. Management recognizes that the Union office is a place where representational and Union duties occur and will respect the privacy that is required to effectively carry out those duties. The Union recognizes that the Union office is a Government space that must be accessible for maintenance, security and other related purposes and subject to the same health and safety requirements as all other

Government space. The Union office will be kept clean and neat consistent with the office policy.

b. Union Officials are authorized the use of the telephone in the Union office to make local and long distance calls for the conduct of official Union business. Long distance calls for the conduct of internal Union business will not be charged to the Employer.

c. The Union will be provided with ADP equipment, to include access to a "notebook" computer while on official travel based on availability, with access to the LAN and Internet for the purpose of communicating with its membership and for the conduct of official Union business. This does not authorize the use for the conduct of internal Union business.

d. The Union will be assigned a budget with a work item code number and will have access to office copiers for reproduction of materials having to do with official Union business.

e. The Union will be allowed to use office fax machines only for the conduct of official Union business.

f. Access will be given to the Union to materials routinely maintained by the Employer (i.e., regulations, CD ROM search programs, such as Personnet, publications etc.) for research purposes by the Union to develop negotiation proposals, or for grievance or third party appeals.

ARTICLE 34

DURATION AND CHANGE

Section 1. The AGREEMENT as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of its subsequent approval after Agency review by the Defense Civilian Personnel Management service in accordance with 5 U.S.C. 7114(c). By mutual agreement of the Parties and subject to Defense Civilian Personnel Management Service approval, the AGREEMENT may be extended up to two (2) additional years without comprehensive negotiations. On the request of either party, the parties shall meet to commence negotiations on a new AGREEMENT at least sixty (60) but not earlier than ninety (90) days prior to the expiration date of this AGREEMENT. In absence of request by either party, this AGREEMENT will remain in force for an additional 2 year period.

Section 2. The AGREEMENT, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows;

a. It is recognized that amendments to this AGREEMENT may be required because of changes in applicable laws, Executive Orders, Office of Personnel Management and Agency rules and regulations issued after the date of execution of the AGREEMENT. In this event, the parties will meet for the purpose of negotiating new language that will bring the AGREEMENT into conformity with the new requirements. Such amendments shall be duly executed by the parties and will become effective on a date determined to be appropriate under the circumstances.

b. It may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six (6) months. In any event either party may request and open the contract after a two (2) year period from the effective date for the purpose of negotiating any amendment for a maximum of two (2) articles only. Any request for amendment shall be in writing and must be accompanied by a summary of the amendment proposed. Representatives of the Employer and the Union shall meet within fourteen (14) calendar days after receipt of such request to reopen the AGREEMENT for amendment and negotiations shall be limited to those proposals covered in the summary. Agreement shall be evidenced by written amendment duly executed by both parties.

Section 3. Upon approval, copies of this AGREEMENT and amendments thereto shall be promptly reproduced by the Employer and distributed to all current employees in the unit.

Section 4. Termination of this AGREEMENT will not in and of itself terminate the recognition granted the Union. Further, it is provided that this AGREEMENT shall terminate at the time the exclusive recognition granted to the Union is terminated.



APPENDIX I

NORTH ATLANTIC DIVISION NEGOTIATED GRIEVANCE FORM

PART I.

1. AGGRIEVED PERSON/S

NAME: _____

JOB TITLE/SERIES/GRADE: _____

ORGANIZATION: _____

WORK ADDRESS: _____

HOME ADDRESS: _____

HOME PHONE: _____

SUPERVISOR (NAME, TITLE, SERIES, GRADE): _____

SUPERVISOR'S PHONE: _____

PART II.

1. DATE OF UNION CONTRACT:

2. UNION OFFICIAL CONTACTED/SHOP STEWARD: _____

3. DATE OF ALLEGED OFFENSE/GRIEVANCE: _____

PART III. Description of the Grievance Issue (Identify specific claims as to the grievable offense and all background information). Attach additional pages as necessary and any other supporting documentation.

PART IV. Provision of Union Agreement, policy or regulation violated:

PART V. Personal Contacts/Witnesses required: (state each persons name, phone number and relation to grievant)

PART VI. Corrective Action/Remedy Requested:

PART VII. Grievant chooses Alternative Dispute Resolution

Yes _____ No _____

PART VIII. Grievant's signature and date:

PART IX. Union Representative/Shop Steward signatures and date:

APPENDIX II

**EMPLOYEE/SUPERVISOR AGREEMENT
TELEWORK AGREEMENT**

THE FOLLOWING CONSITITUES AN AGREEMENT ON THE TERMS AND CONDITIONS OF THE TELEWORK PROGRAM BETWEEN:

Organization/Division _____

Employee _____

1. Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Organization concurs with employee participation.

2. Employee agrees to participate in the program beginning _____

3. Employee's on-site tour of duty will be from _____ to _____ on the following days: _____

Employee will be working at the alternate work site from _____ to _____ on the following days: _____

These dates/times may be modified as needed to meet mission requirements as required or approved by the supervisor. A supervisor may require an employee to be on-site on a schedule off-site day provide notice occurs by 1800 hours the preceding business day.

4. Employee's official duty station is _____
All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station as defined by the Joint Travel Regulations.

5. Location and description of the alternate work site is _____

_____. (includes address, apartment or room numbers, and telephone.)

6. Employee's timekeeper will have a copy of the employee's Telework Schedule.

7. Employee must follow established office procedures in obtaining supervisory approval for accrual and use of leave, credit time and overtime.

8. Employee will continue to work in pay status while working at the alternate work site. Any overtime, compensatory time or credit hours must be approved in advance.

9. The employee is responsible for protecting the government equipment. The government will service and maintain government-owned equipment.
10. Any work related accident or injury occurring at the alternate work site must be brought to the immediate attention of the supervisor. The supervisor must investigate all reports immediately following notification. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or at the alternate work site.
11. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the government is held liable in accordance with provisions of AR 27-20, Claims.
12. The government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence. By participating in the Telework Program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by the statute.
13. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
14. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to performance objectives stated in the employee's performance plan.
15. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor, and documented on DA Forms 7222-1 and 7223-1. The evaluation of the employee's job performance will be based on norms or the criteria derived from past performance, occupational standards, and/or other standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards.
16. Employee's most recent performance rating of record must be "Successful Level 1, 2, or 3".
17. Employee will follow approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974.
18. In no case will classified information be processed or be authorized to be processed at other than the official duty station.

19. The supervisor or employee may terminate participation at any time with 10 business days advance written notification to the other.

20. The employee is responsible for keeping the alternate work site in a safe condition (free of safety violations).

21. The employee agrees to the terms and conditions above.

Supervisor _____

Date _____

Employee _____

Date _____

APPENDIX II

SELF-CERTIFICATION SAFETY CHECKLIST

The following checklist is designed to assess the overall safety of your alternate work site. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the spaces provided. You and your supervisor should retain a copy.

Name: _____ Organization: _____

Work Telephone: _____

Alternate Worksite: _____

Describe the designated work area:

A. Workplace Environment:

1. Are temperature, noise, ventilation and lighting levels adequate for maintaining your normal level of job performance? Yes _____ No _____
2. Are all stairs with four or more steps equipped with handrails? Yes _____ No _____
3. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? Yes _____ No _____
4. Do circuit breakers clearly indicate if they are in the open or closed position?
Yes _____ No _____
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires running through walls, exposed wires to the ceiling)? Yes _____ No _____
6. Will the building's electrical system permit the grounding of electrical equipment?
Yes _____ No _____
7. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? Yes _____ No _____

8. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes _____ No _____

9. Do chairs have secure casters (wheels) and are the rungs and legs of the chairs sturdy? Yes _____ No _____

10. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes _____ No _____

11. Is the office space neat, clean and free of excessive amounts of combustibles? Yes _____ No _____

12. Are floor surfaces clean, dry, level and free of work or frayed seams? Yes _____ No _____

13. Are carpets well secured to the floor and free of frayed seams? Yes _____ No _____

14. Is there enough light for reading? Yes _____ No _____

B. Computer Workstation

1. Is your chair adjustable? Yes _____ No _____

2. Do you know how to adjust your chair? Yes _____ No _____

3. Is your back adequately supported by a backrest? Yes _____ No _____

4. Are your feet on the floor or fully supported by a footrest? Yes _____ No _____

5. Are you satisfied with the placement of your monitor and keyboard? Yes _____ No _____

6. Is it easy to read the text on your screen? Yes _____ No _____

7. Do you need a document holder? Yes _____ No _____

8. Do you have enough leg room at your desk? Yes _____ No _____

9. Is the screen free from noticeable glare? Yes _____ No _____

10. Is the top of the screen eye level? Yes _____ No _____

11. Is there space to rest the arms while not keying? Yes _____ No _____

12. When keying, are your forearms close to parallel with the floor? Yes _____ No _____

13. Are your wrists fairly straight when keying? Yes _____ No _____

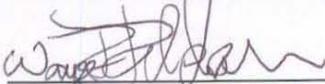
C. Based on the above I believe my work area would be acceptable. I understand it is my responsibility to maintain the alternate work site in a safe condition and free of safety violations.

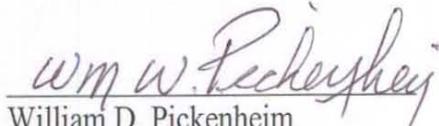
Employee Date

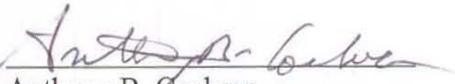
Approved _____ Disapproved _____

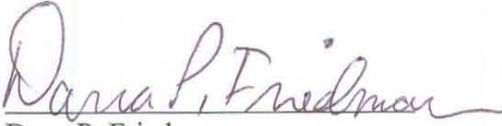
Supervisor's Signature Date

FOR THE EMPLOYER

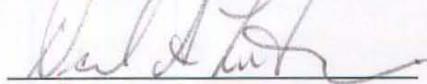

Wayne R. Richardson
Chief, Negotiator

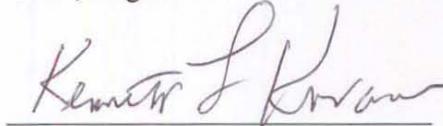

William D. Pickenheim
Member, Negotiating Team

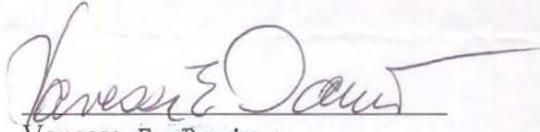

Anthony B. Cochran
Member, Negotiating


Dana P. Friedman
Member, Negotiating Team

FOR THE UNION

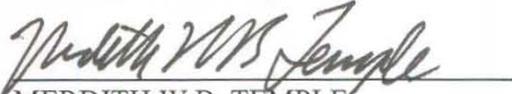

David LaFemina
Chief, Negotiator

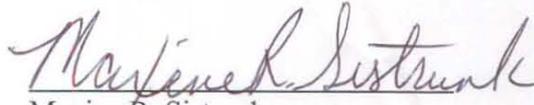

Kenneth L. Kovacs
Member, Negotiating Team


Vanessa E. Davis
Member, Negotiating Team


Frank Tangorra
Member, Negotiating Team

Approved under authority delegated by the
Secretary of the Army:


MERDITH W.B. TEMPLE
Brigadier General, USA
Commanding


Maxine R. Sistrunk
President, IFPTE Local 98

4 Jan 05
Date

4 Jan 05
Date

Approved by Department of Defense on 15 February 2005