

NEGOTIATED AGREEMENT

BETWEEN



UNITED STATES ARMY
COMMUNICATIONS-ELECTRONICS RESEARCH,
DEVELOPMENT AND ENGINEERING CENTER
FORT MONMOUTH, NEW JERSEY

AND



National Federation of Federal Employees Federal District 1,
Local 476, IAMAW, AFL-CIO

**NEGOTIATED AGREEMENT
BETWEEN
CERDEC AND NFFE**

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PREAMBLE

SECTION 1. Pursuant to the policy set forth in the Civil Service Reform Act (CSRA) of 1978, and subject to applicable laws, Federal Register Notices, government-wide and Agency regulations (subject to the provisions of Chapter 71 of Title 5 of the United States Code), and other legal authority; these articles, together with any supplements, shall constitute a Collective Bargaining Agreement (CBA) between the United States Army Research, Development and Engineering Command, Communications-Electronics Research, Development and Engineering Center (CERDEC), herein after known as the Employer, and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO, herein after known as the Union.

SECTION 2. Whereas, the well-being of Employees and efficient administration of the Government are the responsibility of the Employer, but are benefited by providing Employees an opportunity to constructively participate in the formulation of personnel policies and practices affecting the conditions of their employment; the participation of Employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

DEFINITIONS AND ACRONYMS

The following definitions of terms and acronyms used in this CBA shall apply:

ADA. Alternative Discipline Agreement.

ADR. Alternative Dispute Resolution.

ADVERSE ACTION. An adverse action is defined as: removal (for reasons other than unacceptable performance); suspension for more than fourteen (14) days; involuntary reduction in pay schedule/system or pay (for reasons other than unacceptable performance); or furlough of thirty (30) days or less.

ALTERNATIVE WORK SCHEDULES (AWS). An arranged tour of duty that varies from the official duty hours and includes both flexible work schedules, compressed work schedules and credit hours. All terms related to AWS are defined in Appendix E.

AMENDMENTS. Modification of the basic Collective Bargaining Agreement to add, delete, or change portions, sections, or articles of the Collective Bargaining Agreement as may be required.

BASIC WORK REQUIREMENT. The number of hours (except for overtime hours) an Employee is required to work or account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

BONUS. A lump-sum payment that does not increase an employee's base pay.

CALENDAR DAYS. A series of days that includes non-work days as in all references to fifteen (15) calendar days used throughout this CBA. For this purpose, if the fifteenth day falls on a holiday or week-end day, the next work day becomes the fifteenth day.

CBA. Collective Bargaining Agreement.

CERDEC. Communications-Electronics Research, Development & Engineering Center.

CFR. Code of Federal Regulations.

COMPETITIVE AREA. A competitive area, for reduction-in-force purposes, is an organizational entity in which employees compete with each other to determine who will retain his/her position, who will be separated, or who will be offered another position. A competitive area usually includes all the civilian positions that come under the control of an Army Commander/Activity head within a local commuting area. However, if a command is geographically dispersed, the competitive area may extend beyond the commuting area. Also, more than one competitive area may exist within the commuting area.

CONSULTATION. Oral discussions between Representatives of the Employer and the Union for the purposes of obtaining and considering their views or advising them on matters relating to personnel policies, practices, or conditions of employment.

CPAC. Civilian Personnel Advisory Center.

CPOC. Civilian Personnel Operations Center.

CSRA. Civil Service Reform Act.

DA. Department of the Army.

DEMO. An abbreviated reference to the S&T Personnel Demonstration Project.

DISCIPLINARY ACTION. A suspension of fourteen (14) days or less or a written reprimand.

DISPLACEMENT. Displacement means the movement via RIF procedures of a fully qualified Employee into a position held by an Employee of lower retention standing in accordance with 5 CFR 351.702. In addition, to be fully qualified, the Employee must meet all requirements for the position.

DOD. Department of Defense.

EAP. Employee Assistance Program.

EMERGENCY SITUATION. A situation which poses sudden, immediate, or unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate. The Parties agree this definition does not limit the Employer in assessing whether an emergency exists.

EMPLOYEE. Subsequent reference to "Employee" and "Employees" will be understood to apply to the Employees of the recognized Bargaining Unit represented by the Union.

EMPLOYER. The Communications Electronics Research, Development & Engineering Center (CERDEC).

FLRA. Federal Labor Relations Authority.

FORMAL DISCUSSION: Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. Discussions of job performance, meetings to deliver work instructions or discussions of work assignments are not considered formal discussions.

FMCS. Federal Mediation and Conciliation Service.

GS RATE. Rate of basic pay within the General Schedule, excluding any Law Enforcement Officer (LEO) special base rate and additional pay of any kind such as locality payments or special rate supplements. A rate payable to a GM employee is considered a GS rate.

GS BASIC PAY. Rate of basic pay means the rate of pay fixed by law or administrative action for the position held by an employee, including any applicable special pay adjustment for law enforcement officers under section 404 of the Federal Employees Pay Comparability Act of 1990 (Pub. L. 101-509), locality-based comparability payment under 5 U.S.C. 5304, or continued rate adjustment under subpart G of part 531 of this chapter, before any deductions and exclusive of additional pay of any other kind.

GENERAL PAY INCREASE (GPI). An annual increase for GS Employees that allows for a percentage increase to an employees' existing GS Rate as recommended by Congress and approved by the President.

GRIEVANT. The Employee, group of Employees, Employer or Union filing a grievance.

GS. General Schedule

IMPASSE. A deadlock in negotiations.

INTERNAL OPERATING PROCEDURES (IOPs). The document outlining the Science & Technology Personnel Demonstration project processes and procedures.

LUNCH PERIOD. An approved period of time in a non-pay and non-work status of at least thirty (30) minutes but not more than (60) minutes normally taken between 1130 and 1300 hours.

MANAGEMENT OFFICIAL. An individual designated by the Employer as having the authority to take or recommend personnel actions.

NEGOTIATION. Good faith bargaining by Representatives of the Employer and the Union on appropriate issues relating to conditions of employment and personnel policies and practices, with the view toward arriving at an agreement.

NFFE. National Federation of Federal Employees.

NGP. Negotiated Grievance Procedure. The procedures contained in the Collective Bargaining Agreement for the settlement of grievances.

NOTICE. Notice hereunder shall be in writing and may include e-mail or fax transmittals.

OCCUPATIONAL FAMILY (Demo). A grouping of occupations with similar duties, qualifications and career progression. There are three occupational families in which an Employee is placed that correspond to the Employee's occupational series.

OCCUPATIONAL SERIES. A numerical code that corresponds to a recognized occupation in the Federal Service.

OFFICIAL DUTY HOURS. The hours of a day (daily tour of duty) and the days of the administrative workweek (weekly tour of duty) that are scheduled in advance and during which an employee is required to perform work on a regular recurring basis. Those hours during which an employee is expected to be ready and able to perform the duties of his/her position.

OFFICIAL TIME. The authorized time during official duty hours that are used by a Union Representative to conduct official Union business.

OPF. Official Personnel Folder.

OWCP. Office of Workers' Compensation Program.

PARTIES. Employer and Union.

PAYBAND. A pay structure that consolidates GS grades/pay ranges in broader bands.

PAY FOR PERFORMANCE APPRAISAL SYSTEM (PFP). The name given to the performance appraisal system used in the S&T personnel demonstration project. It is a performance-based pay progression strategy that links salary progression and bonuses to the individual's overall performance of the duties and responsibilities of their position.

PAY POOL. A grouping of Demo employees for the purpose of determining performance payouts. Each participant in the S&T Demo is assigned to a pay pool.

PAY POOL MANAGER. The designated individual who is responsible for the final review/approval of the scores/performance payouts of Demo employees assigned to the pay pool for consistency, fairness and resolution of any scoring issues.

PAY POOL PANEL. A group of supervisors/managers who reconcile scores and performance payouts for Demo employees assigned to the pay pool.

PERFORMANCE APPRAISAL/EVALUATION. These terms are generally interchangeable and are used to describe the processes associated with judging individual job performance.

PERFORMANCE BENCHMARKS. Narrative statements that describe examples of performance at different levels. The benchmarks are used to provide a standard against which to compare actual performance.

PERFORMANCE ELEMENTS. Attributes of job performance that are used to evaluate the Demo employee's success in accomplishing his/her performance objectives. Four performance elements apply to all employees Technical Competence, Interpersonal Skills, Management of Time and Resources, and Customer Satisfaction. All elements are critical.

PERFORMANCE EVALUATION TOOL (PET). An on-line performance management and evaluation system that supports the requirements of the Pay for Performance Appraisal process.

PERFORMANCE IMPROVEMENT PLAN (PIP). The written plan that is provided to an employee whose performance is unacceptable. The plan outlines specific areas in which the Employee's performance is unacceptable. This document states why the Employee's performance is unacceptable, what improvements are required, recommendations on how to improve performance, the assistance the organization will offer to the Employee in improving performance, and the consequence of failure to improve.

PERFORMANCE PAYOUT. The total compensation a Demo employee receives as a result of their total performance score. Performance payouts are typically divided into a base pay portion and a bonus portion.

PERFORMANCE PLAN. A plan containing the Employee's objectives which is used to measure the Employee's performance on the job.

POSITION DESCRIPTION (PD). A written document that records the occupational series, title and pay schedule/system of the position. The PD describes the key or major duties and responsibilities along with other position requirements.

PROBATIONARY PERIOD. A period of time in which the Supervisor evaluates a newly hired employee's performance and conduct to determine whether the employee should be retained.

PRONOUNS. Use of pronouns throughout this Collective Bargaining Agreement are meant to be gender neutral.

RATING OF RECORD. The official rating that is entered into the personnel system and retained in the Employee's Official Personnel File.

RATING PERIOD/CYCLE. 1 Feb-31 Jan for Demo employees, 1 Mar-28 Feb for TAPES Base System Employees, 1 Nov-31 Oct for TAPES Senior System GS-9 through GS-12 and all GS Interns, 1 Jul-30 Jun TAPES Senior System GS-13 and above Employee.

RATING SUPERVISOR. The individual who formally rates or appraises the Employee for the annual rating of record. Normally, this will be the first-level Supervisor.

REDUCTION IN FORCE (RIF). A process which determines how employees compete for retention when employment reductions are necessary.

RESUMIX. Automated, skill-based rating and referral system.

RETENTION REGISTER. A retention register is a listing of bargaining unit employees within a competitive area. It serves as the primary source document in conducting a RIF and is broken down by competitive level, tenure group, tenure subgroup (veterans preference), and adjusted service computation date, which includes additional credit given for the last three annual performance ratings received during the 4 year period prior to the date of issuance of RIF notices or the end of the cut-off period.

SCIENCE & TECHNOLOGY PERSONNEL DEMONSTRATION PROJECT (S&T DEMO PROJECT). The name of the demonstration project given to DoD laboratories designated as Science and Technology (S&T) Reinvention Laboratories. Demonstration projects experiment and test new and different personnel management concepts to determine if the result will improve Federal personnel management.

SELECTING OFFICIAL. The representative of the Employer who has the authority to make selections. This is normally the first line Supervisor of the position being filled.

SHARES. Shares of the pay pool are earned based on an individual's total performance scores. The dollar value of a share is based on the total value of the pay pool, and the number of shares awarded in the pay pool.

STATUTE. Federal Service Labor Management Relations statute (5 USC Chapter 71).

SHARE VALUE. The share value is expressed as a percentage.

SUPERVISOR. An individual with the authority in the interest of the CERDEC to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

SUPPLEMENTS. Additional articles, negotiated during the term of the Collective Bargaining Agreement, to cover matters not covered by the Collective Bargaining Agreement.

TAPES. The name given to the performance appraisal system given to non-Demo employees.

TDY. Temporary Duty.

TIME LIMITS. Time limits as set forth in various articles of this CBA shall be limited to those periods, except where the article states that all such time limits may be extended by mutual agreement of the parties unless prohibited by law or regulation.

TOTAL PERFORMANCE SCORE (TPS). For Demo employees, a numerical value, which is computed by multiplying the score assigned to each element by the weight assigned to each element, and adding the weighted scores together.

UNACCEPTABLE PERFORMANCE RATING. For Demo employees, a total performance score of 9 or below in a single element.

UNION. National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO.

UNION REPRESENTATIVES. NFFE officers and stewards.

5 USC. Title 5, United States Code, Government Organization and Employees.

ARTICLE 1
RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Employer recognizes the Union as the exclusive Representative of all eligible Employees in the Unit. The Union will act for and negotiate agreements governing the Employees in the Unit.

SECTION 2. Unit of Recognition: All professional Employees of the U.S. Department of the Army, Communications-Electronics Research Development and Engineering Center located at Fort Monmouth, New Jersey; excluding all other professional employees, supervisors, and employees as described in 5 U.S.C. §7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2
DURATION AND EFFECTIVE DATE OF COLLECTIVE BARGAINING AGREEMENT (CBA)

SECTION 1. This CBA shall remain in full force and effect for three (3) years from the date of approval by Agency Head, Department of the Army; the date of said approval shall be deemed to be the effective date of this CBA. . The expiration date of this CBA shall be three years subsequent to the effective date.

SECTION 1-1.

The Parties agree that Employees represented by NFFE Local 476 will participate for a 2-year trial period in the S&T Personnel Demonstration Project pursuant to the terms as set forth in the October 30, 2001 Federal Register and supplementary Internal Operating Procedures. At the conclusion of the 2-year trial period, the Union may unilaterally choose to terminate participation or request negotiations to continue to participate in the demonstration project.

SECTION 2. The agreement shall be automatically renewed for an additional one year period on each anniversary date thereafter, unless between 105 and 60 calendar days prior to any such date either party gives written notice to the other of its desire to renegotiate/terminate the Agreement. If such notice is given, Agreement shall remain in full force and effect until the new Agreement has been negotiated and approved.

SECTION 3. Either Party may give written notice to the other of its intention to terminate or renegotiate the CBA or any provision thereof and this notice shall be given between 105 and 60 calendar days prior to the expiration date of the CBA. If neither party serves timely notice, the CBA will be automatically renewed for an additional period of one (1) year. Subsequent renewals will be acknowledged by both parties with a signed cover sheet.

SECTION 4. Negotiations, if appropriate, will commence as follows:

- a. within thirty (30) calendar days of the expiration of this CBA; or
- b. within thirty (30) calendar days of the expiration of the 1 year automatic renewal period and other subsequent renewals; or
- c. within thirty (30) calendar days of notification by the parties of changes in laws or regulations of appropriate authorities which invalidate Articles or Sections of this CBA, but do not have the effect of nullifying the total CBA.

SECTION 5. The process for negotiations is as follows:

- a. Notice of the proposed change will be provided to the other Party, normally not less than thirty (30) calendar days prior to the proposed implementation date.
- b. If a timely notice of intent to bargain is not made by the Union to the Employer, the proposed change may be implemented on or after the thirty-first (31st) calendar day.
- c. Should timely notice of intent to bargain be made, the change will not be implemented until all phases of bargaining are concluded. The change will not be implemented until bargaining is concluded.
- d. Agreements reached pursuant to this process will result in modifications or amendments to this CBA.

- e. In the event the Parties cannot reach agreement on proposed changes, the Parties should consider the Federal Mediation and Conciliation Service, or any other appropriate third party mediation, in accordance with 5 U.S.C. 7119 to assist in resolving disputes.

SECTION 6. If the Union agrees to implement the Demo for bargaining unit employees, the test period will be for two years, at the conclusion of which the Union may elect to terminate participation in the Demo. The Demo employee's performance and pay shall then convert to the General Schedule or applicable superseding law.

ARTICLE 3 RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. Each Employee has the right to form, 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 his/her rights. Such rights include:

- a. To act for the Union in the capacity of a Representative; and the right, in that capacity, to present the view of the Union to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities.

- b. To engage in collective bargaining with respect to conditions of employment through an exclusive representative (Union).

SECTION 2. Nothing in this CBA shall require an Employee to become or to remain a member of the Union, except pursuant to a voluntary, written authorization by the Employee for the payment of dues through payroll deduction.

SECTION 3. Employees will be treated with dignity and respect. Sensitive discussions with individuals will be conducted in private to the extent possible.

SECTION 4. There will be no discrimination against Employees with regard to political affiliation, labor organization affiliation or non-affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

SECTION 5. Employees:

- a. Will perform all assigned duties IAW their position description and performance plan.

- b. Will comply with applicable laws, rules and regulations.

SECTION 6. Employee rights to Union representation.

- a. Employees in the Bargaining Unit will be allowed to have the Union present and represent them at any examination by a Representative of Management in connection with an investigation if the Employee reasonably believes that the examination may result in a disciplinary and/or adverse action against the Employee and the Employee requests representation.

- b. During any criminal investigation, an employee shall be afforded all rights under the law, to include Union representation, to the extent that the Army has control of the Agency conducting the examination/investigation. No bargaining unit employee will be ordered to waive any right guaranteed by law or the Constitution.

SECTION 7. Nothing in this Article or in the CBA will be interpreted so as to limit a Supervisor from meeting informally with an Employee without the Union being present. Examples of the purpose of such informal meetings with Employees would include, but would not be limited to:

- a. Discussing performance objectives and evaluations with Employees.

- b. Discussing the assignment of work with Employees.

- c. Delivering instructions to Employees.

SECTION 8. Membership in the Bargaining Unit will not be interpreted by Employees as reason to disobey direction of Supervisors or to countermand established policies.

SECTION 9. Employees will be treated with proper regard and protection of their privacy.

SECTION 10. Employees have the right to fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with the Standards of Conduct as outlined in regulatory guidance or with job responsibilities.

SECTION 11. Employees may bring matters of personal concern to the attention of the Employer, the Union, or other appropriate officials.

SECTION 12. Employees shall perform all work assigned to them by their Supervisor or other designated authority. If an Employee believes that the work assigned to them violates a law, regulation or directive, the Employee shall notify his/her immediate Supervisor or higher level official within the Employee's supervisory chain of the specific law, regulation, or directive that the Employee believes is being violated. The Employee will perform all work assigned to them unless notified otherwise by the Supervisor or higher-level official within the supervisory chain. If the Employee still feels that there has been a violation of the law, the Employee may document this disagreement and refer the memorandum of record to the Union and appropriate official. This does not prohibit the Employee from filing a grievance under the Negotiated Grievance Procedure after following the order.

SECTION 13. Employees will not be required to concur on documents concerning the employee's performance or conduct. Signing signifies acknowledgement of receipt, not necessarily agreement.

SECTION 14. If an Employee is to be served with a warrant or subpoena during working hours, to the extent possible, it will be done in private without the knowledge of other Employees.

SECTION 15. Personnel policies, procedures, and regulations shall be applied fairly and equitably.

SECTION 16. In a grievance under this CBA, the Employee may choose to be either self-represented, represented by a Representative designated by the Union, or a third party of their choosing. If the Employee chooses a third party, the Employee must secure written approval from the Union. The Employee must provide the written approval to the Employer.

ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE UNION

SECTION 1. Pursuant to Section 7114(a)(1) of Title 5 United States Code, the Union has been accorded exclusive recognition as the exclusive Representative of the Employees in the Bargaining Unit it represents and is entitled to act for and negotiate a CBA covering all Employees in the Bargaining Unit. As the exclusive Representative, the Union is responsible for representing the interests of all Employees in the Bargaining Unit it represents without discrimination and without regard to labor organization membership. Representation includes negotiations, formal discussions, and examinations of employees when the employee reasonably believes that disciplinary action may result and the employee requests representation. The Union has the right, in its capacity as the exclusive Representative, to present the view of the Union to heads of agencies and other officials of the Executive Branch of the government, the Congress, or other appropriate authorities.

a. The Union, in consonance with its right to represent, has a right to propose and to consult with the Employer on all matters within the scope of collective bargaining.

b. This right shall apply at appropriate levels within the Employer and the Union. Representation will be initiated at the lowest level at which the matter can be resolved. If either Party at the initial contact feels resolution of a matter is outside their authority, that Party may refer the matter to their next higher level of management.

SECTION 2. Pursuant to Section 7114(a)(2) of Title 5 United States Code, the Union shall be given the opportunity to be represented at any formal discussion between one or more Representatives of the Employer and one or more Employees in the Bargaining Unit or their Representatives, concerning any allegations of discrimination under Title VII, grievance, appeal, personnel policy or practice, or other general condition of employment. The Employer will provide the Union reasonable notice of the date, time, and place of these meetings by electronic mail or telephone. The parties anticipate that in most cases notification will occur at least one day in advance of the formal discussion.

SECTION 3. Right to Data.

a. The Union has the right to be furnished, upon request, data in accordance with 5 USC 7114(b)(4).

b. If the Employer denies a Union request for data, the Employer shall give the Union the specific reasons for the denial. If the Union feels the Employer's denial is in violation of this CBA or the Statute, the Union may file a grievance or initiate an Unfair Labor Practice (ULP) Charge.

SECTION 4. The Union has the right to investigate Employee/Union complaints. In conjunction with these investigations, the Union may conduct voluntary interviews with members of the Bargaining Unit. The Union has the right to represent an employee or a group of employees in presenting complaints.

SECTION 5. The Union shall have timely access to the appropriate Management Official in accordance with the Negotiated Grievance Procedures, Articles 26 and 27, in order to resolve problems at the lowest possible level while assuring the confidentiality of the complainant at all levels.

SECTION 6. Subject to restrictions necessary to avoid disruption of agency operations, the Union will have the right to conduct informational picketing, provided that it does not interfere with the Employer's operations and does not take place within the Employer's office buildings. Employees participating in informational picketing will be on annual leave or leave without pay, subject to operational needs as determined by the Employer, or on off-duty time.

ARTICLE 5 RIGHTS AND OBLIGATIONS OF MANAGEMENT

SECTION 1. In the administration of all matters covered by the CBA, existing and future laws, government-wide regulations, and other binding outside authorities govern the Parties. This includes published Agency and Employer policies and regulations in existence at the time this CBA was approved that are not in conflict with this CBA.

SECTION 2. Nothing in this CBA shall affect the authority of the Employer:

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the organization.
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, lay off, and retain Employees in the organization.
 - (2) To suspend, remove, reduce in pay schedule/system, pay, or take other disciplinary action against such Employees.
 - (3) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the organization's operations shall be conducted.
 - (4) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.
 - (5) To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work.
 - (6) To take whatever actions may be necessary to carry out the organization's mission during emergencies.

SECTION 3. The Employer's Representatives will be treated with dignity and respect by the Union and Employees. Sensitive discussions initiated by Union Representatives with the employer will be conducted in private to the extent possible.

SECTION 4. Employees will be treated with dignity and respect. Sensitive discussions with individuals will be conducted in private to the extent possible.

SECTION 5. The Employer will provide all Bargaining Unit Employees with the telephone number of the Union officials who are designated to represent the Bargaining Unit. The Employer will also list the number of the local President and Union Hall.

**ARTICLE 6
LABOR-MANAGEMENT PARTNERSHIP**

SECTION 1. A genuine Labor-Management partnership provides a productive working relationship that allows the discussion of issues of concern essential for the promotion of workplace harmony. A relationship built upon mutual trust and respect provides the opportunity to work together to identify and solve problems that interfere with the timely delivery of quality work to the American public. To this end, the partners work toward establishing an atmosphere of mutual respect and trust, with a free and open exchange of ideas, positions and proposals. Involving management and union representatives as equal partners in the identification of problems and the development and implementation of solutions, assists in the goal of efficient accomplishment of the mission. Additionally, openly sharing information and the opportunity for involvement at the earliest possible pre-decisional stage helps to avoid the escalation of issues into major disagreements, resulting in formal charges and proceedings.

**ARTICLE 7
MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

SECTION 1. In the administration of all matters covered by the CBA, the Employer, Union, and Employees are governed by (1) existing or future laws, (2) regulations of government-wide authorities, (3) published regulations and Employer policies as negotiated and agreed to by the Union.

SECTION 2. It is understood and agreed that either Party may initiate discussion on all matters within the scope of collective bargaining to include Labor-Management Partnerships (Article 6), Unfair Practices (Article 8), Safety and Health (Article 14), Employee Assistance Program (Article 15), EEO (Article 16), Career Programs and Career Counseling (Article 17), Merit Promotion and Internal Placement Programs (Article 23), Negotiated Grievance Procedures (Article 26), and Arbitration (Article 29). The references to these Articles in the previous sentence are stated for clarity only and are not intended to imply that either party has a right to open negotiations on existing Articles of this CBA. Submission of proposed personnel policies, procedures, and conditions of employment, does not automatically open re-negotiations of the CBA. Proposed changes will be exchanged between the Parties prior to dissemination and implementation. The Parties, if they determine appropriate, will submit their proposals for negotiation within fifteen (15) calendar days after receipt of change; and negotiations, if necessary, will commence within fifteen (15) calendar days after receipt of the Parties proposal(s). The Parties will comply with 5 USC Chapter 71 in implementing changes.

SECTION 3. The Employer agrees to provide the Union the opportunity to comment on changes in mission, organization, and functions. Sufficient information will be provided to permit full and proper discussion and form a basis to prepare proposals and negotiate on the impact of the decision. This consultation will not be construed to limit the Employer's prerogatives to act. In such matters, generally a thirty (30) calendar day notice will be given. This does not apply to Article 30, Reduction in Force/Transfer of Function/Reorganization.

SECTION 4. All time limits herein may be changed by mutual consent.

**ARTICLE 8
UNFAIR LABOR PRACTICES**

SECTION 1. The Employer and the Union understand and agree that the filing of Unfair Labor Practice (ULP) charges or the threatening to file an ULP charge are not in the best interest of and conducive to harmonious Labor-Management relations.

SECTION 2. It shall be an ULP for the Employer:

a. To interfere with, restrain, or coerce any Employee in the exercise by the Employee of any right pursuant to 5 USC Chapter 71.

b. To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment.

c. To sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status.

- d. To discipline or otherwise discriminate against an Employee because the Employee has filed a complaint, affidavit, or petition, or has given any information or testimony pursuant to 5 USC Chapter 71.
- e. To refuse to consult or negotiate in good faith with a labor organization as required by 5 USC Chapter 71.
- f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by 5 USC Chapter 71.
- g. To enforce any rule or regulation, which is in conflict with any applicable collective bargaining agreement, if the agreement was in effect before the date the rule or regulation was prescribed.
- h. To otherwise fail or refuse to comply with any provision of 5 USC Chapter 71.

SECTION 3. It shall be an ULP for the Union:

- a. To interfere with, restrain, or coerce any Employee in the exercise by the Employee of any right pursuant to 5 USC Chapter 71.
- b. To cause or attempt to cause the Employer to discriminate against any Employee in the exercise by the Employee of any right pursuant to 5 USC Chapter 71.
- c. To coerce, discipline, fine, or attempt to coerce a member of the Bargaining Unit as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an Employee or the discharge of the members duties as an Employee.
- d. To discriminate against an Employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, gender, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.
- e. To refuse to consult or negotiate in good faith with an agency as required by 5 USC Chapter 71.
- f. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by 5 USC Chapter 71.
- g. To call or participate in, a strike, work stoppage, or slowdown, or picketing of an organization in a Union-Employer dispute if such picketing interferes with the organization's operations or to condone any activity by failing to take action to prevent or stop such activity.
- h. To otherwise fail or refuse to comply with any provision of 5 USC Chapter 71.

**ARTICLE 9
OFFICIAL FACILITIES AND SERVICES**

SECTION 1. The Employer will allow the Union Representatives to utilize organization conference rooms in the Myer Center, as deemed most convenient, during normal duty hours for representational purposes and meetings during lunch periods as needed. The Union's authorized Representatives will make arrangements for use of the conference rooms, consistent with the existing Employer procedures. The Union will be allowed reasonable access to the Employer's office equipment where available (e.g., computer, fax capabilities, and services) at no cost to the Union in the performance of representational duties. The Employer will provide reasonable access to existing telephone services (DSN, Commercial, etc.) to conduct labor relations and representational business affecting the CERDEC Bargaining Unit. All laws, rules, security procedures, and regulations will be adhered to.

SECTION 2. The servicing CPAC will, upon request of the Union, but not more frequently than quarterly, furnish the Union a list of names, pay plan, series, grades/steps, position titles, organization codes, and duty stations of all CERDEC Bargaining Unit Employees.

SECTION 3. The Employer agrees to provide access to all CERDEC regulations and policies by posting them on the Knowledge Center.

SECTION 4. The Employer will make a copy of the approved CBA available electronically to all members of the bargaining unit. For historical purposes the CBA will also be posted to the CERDEC HRO Knowledge Center. Six (6) hard copies of the approved CBA will be furnished to the Union for its use.

SECTION 5. The Employer agrees to furnish the Union with one (1) hard copy of each CERDEC policy concerning personnel policies, practices, and working conditions negotiated with the Union.

SECTION 6. The Employer will provide access to employer bulletin boards at CERDEC facilities at Fort Monmouth. The employer will allow the Union to develop and maintain an electronic bulletin board on the CERDEC Knowledge Center. All material posted on bulletin boards must not violate any law, provision of this agreement, security procedures, regulations of higher authority, or contain obscene or libelous material.

SECTION 7. The Employer will provide a space in the Employer's area for the Union's Office. The space provided will be at no cost to the Union to use in fulfilling its obligations to Bargaining Unit employees. The space provided will be utilized in such a manner so as to ensure that all business and/or activities are in accordance with applicable laws and regulations. The Employer will provide, at no cost to the Union, utilities and services, including Two (2) Personal Computers with Network Access and Two (2) telephone lines. Use of these facilities and equipment will be in accordance with applicable laws and regulations.

ARTICLE 10 UNION REPRESENTATIVES AND OTHERS PERMITTED ON GOVERNMENT PROPERTY

The Employer agrees to recognize representatives of the NFFE National Office, Employees of the Union, attorneys, and other Representatives that are duly authorized in writing by the Union. These individuals will be permitted on the premises of the Employer for representational matters and Union activities provided they conform to the Employer's security regulations.

ARTICLE 11 OFFICIAL TIME

SECTION 1. The Union may designate such Employees in the unit, as it chooses, to serve in a Representative capacity. Representative duties include investigating, preparing and presenting grievances and/or complaints; and representing Bargaining Unit Employees in disciplinary actions and/or adverse actions with the MSPB and the Equal Employment Opportunity Commission (EEOC) and other appropriate forums within the scope of 5 USC Chapter 71. The Union shall supply the Employer, in writing, and maintain with the Employer on a current basis, a complete list of all authorized Union Representatives.

SECTION 2. The Union President, Executive Vice-President, Treasurer, and Secretary shall each be authorized blocks of 6 hours of non transferable Official Time per Pay Period, in accordance with an agreed upon schedule which will also necessitate a reduction of workload. Whenever possible, representational duties as defined in this CBA and in accordance with 5 USC Chapter 71 will be scheduled during their designated block of official time, and such duties are not restricted solely to the Union Office. The actual locations and representational functions will be reflected on the "Representational Duties" form (Appendix A) IAW Section 3 below, if known in advance, or the previously approved form will be amended accordingly. If additional official time is required for representational duties requests will be granted IAW Section 3 below. Official time required for collective bargaining will be granted on an as needed basis.

SECTION 3. Union Representatives designated in accordance with Section 1 of this Article who desire to use Official Time for "representational duties" will adhere to the following procedures:

a. Request approval for known scheduled representational meetings from their immediate Supervisor in advance of meetings and fill in an available entry on the "REPRESENTATIONAL DUTIES" form after receiving approval. A copy of this form is provided in Appendix A of this CBA. Upon returning to normal duties, complete the entry line on the form by entering time returned. The Supervisor will then initial the entry on the form and return the form to the Union Representative to be retained for additional entries until the end of the pay period. For any representational meetings that discuss a Grievance yet to be filed, if at all, at a location other than at the designated Union or Shop Steward's office, the Union will provide a phone number where a Union Representative can be reached without potentially identifying a Grievant.

b. It is recognized that there may be some circumstances that require the Union's immediate attention. In the event of such circumstances, the Union Representative will notify the Employer. Requests for Official Time under such conditions will be granted

unless such absence would cause an undue interruption of work or jeopardize the operation of the office as determined by the Employer. If the request is denied, the incident will be recorded in a Memorandum for Record by the Employer and a copy furnished to the Union Representative.

SECTION 4. An Employee who is an Official or Representative of the Union may be excused on Administrative Leave in conjunction with attendance at a training session. Attendance will be allowed subject to the Employer's approval provided that (1) the subject matter of such training is of mutual concern to the Employer, (2) the Employee is attending in his or her capacity as an organization Representative, (3) the Employer's interest will be served by the Employee's attendance, and (4) mission needs do not preclude such attendance.

Administrative Leave for this purpose should cover only such portions of a training session as meet the foregoing criteria and will normally not exceed twenty-four (24) hours in any twelve (12) month period for any individual. It is recognized that occasions will arise where specific training may require more than twenty-four (24) hours for an individual for continuity purposes. On such occasions, the Union will provide an explanation of the mutual benefit to the Employer. If the Employer believes that a mutual benefit is supported, the time will normally be granted provided no operational impairment exists. A total of forty (40)-hours within a twelve (12) month period is provided the Union for the above purposes.

SECTION 5. Use of Official Time, when approved by the Employer, will not be limited to the confines of their workstation. The Union agrees to encourage Union Officials to exercise their representational duties in the most practical and expeditious method possible.

SECTION 6. Union Representatives on Official Time for representational duties will be afforded an area of privacy when meeting with Employees. Prior to meeting with an Employee, the Union Representative will coordinate with the Employee's Supervisor. If, due to mission needs, the meeting with the Employee is not possible the Supervisor will advise the Union Representative the time the Employee will be available.

SECTION 7. Internal Union business, such as attending Union meetings and posting or distributing Union literature will be conducted during the non-duty hours of the employees involved.

ARTICLE 12 DUES WITHHOLDING

SECTION 1. The Union and the Employer agree that any eligible Employee who is employed in the Bargaining Unit may authorize an allotment of pay for the payment of dues for membership. The Union agrees to fully inform Employees of the effects and obligations of authorizing such allotments.

SECTION 2. In the event that the Union or an Employee encounters problems with a dues withholding allotment and the matter is brought to the attention of the Employer, the Employer agrees to provide whatever assistance is possible in resolving the matter.

ARTICLE 13 EMPLOYEE PERSONNEL RECORDS

SECTION 1. This article applies to Official Personnel Folders and Supervisory Work Folders.

SECTION 2. Official Personnel Folders are maintained at the servicing Civilian Personnel Operations Center (CPOC) and will be made available in a timely manner to the Employee upon their request to the Civilian Personnel Advisory Center (CPAC).

SECTION 3. Supervisory Work Folders. In the event a Supervisor decides to maintain a work folder on an Employee, it shall be limited to documents and records pertinent to the Supervisor and the Employee. When the Supervisor becomes aware of an issue to be included in the work folder, it will be recorded in a reasonable period of time. The contents of a Supervisor's folder on the Employee shall be made available for review upon request by the Employee and copies provided if requested. The Employee shall be permitted to provide comments and information relevant to the contents of the work folder for inclusion in the work folder.

SECTION 4. Administration of the above records shall be in accordance with governing laws and government-wide regulations.

SECTION 5. Consistent with government-wide regulations, the Employee has the right to provide information for inclusion in their OPF. Records will be accurate and complete. It is understood that there are limits on what can be maintained in the OPF and time constraints on records maintained by the servicing personnel office.

SECTION 6. The Union will be given access to all Employees' personnel records when accompanied by a written statement from the Employee giving authorization for such records with the exception of material required by law and regulation to be kept confidential from the Employee.

SECTION 7. The Employer and the Union agree to remind Bargaining Unit Employees on an annual basis of the Employees' responsibility for and importance of updating their career management records and Official Personnel Folders.

ARTICLE 14 SAFETY AND HEALTH

SECTION 1. The Employer will provide and maintain safe working conditions and industrial health protection for all Employees (e.g., ergonomic technology) to the extent it controls those conditions. The Parties agree to work closely on all safety matters and will be alert for unsafe practices, equipment, working conditions, and environmental conditions in all work areas. The Employer will investigate all safety hazard reports and if necessary, obtain guidance from a Safety Officer. The Union will encourage all Employees to work in a safe manner and report all known health or safety hazards. The Employer will promptly investigate and initiate appropriate corrective action on all health or safety hazards. The Employer will support safety and health through training, reminder messages, posters, and other educational aids as may be reasonably provided or are required by law.

SECTION 2. Employees may be expected to perform duties outside the scope of their official job description. The Employer will ensure employees are provided proper training, precautions, protective equipment and safety devices, and are equipped to perform the duties assigned. Where employees are assigned to perform duties outside the scope of their official job description for more than 30 days, the Employer will document the duties with a personnel action. When an Employee, during the performance of official duties, believes he or she is exposed to a task which poses an imminent risk of death or serious bodily harm and the Employee reasonably believes there is an insufficient amount of time to seek effective redress through normal reporting and abatement procedures as provided in 29 CFR 1960.46 (a), the Employee has the right to decline to carry out the task and immediately contact the nearest supervisor.

SECTION 3. The Parties agree to encourage all Employees to report all accidents, injuries, and occupational diseases immediately, as required by existing regulations/directives. The Employer will require all Supervisors to comply with current regulations/directives and instructions concerning the reporting of accidents and injuries. As required by existing regulations/directives, Employees will report all on-the-job injuries and occupational diseases, regardless of their severity, as soon as possible after becoming aware of/incurred the injury/occupational disease. The injury/occupational disease should be reported to their immediate Supervisor. In the event the immediate Supervisor is not available, the injury/occupational disease will be reported to any Manager/Supervisor. The Supervisor will sit with the injured/ill employee and complete the CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation) or the CA-2 (Notice of Occupational Disease and Claim for Compensation), which will be electronically transmitted to the CPAC.

In the event of emergency, employees at Fort Monmouth will be transported to medical facilities in accordance with the procedures already in place. The designated critical-care transport provider or the Fort Monmouth Fire Department has the responsibility for transport to medical facilities in response to 911 calls. If the designated critical-care transport provider transports, rather than the Fort Monmouth Fire Department, the employee may have a responsibility for transport costs in accordance with procedures already in place. The Union will encourage employees to provide the Employer with an emergency contact and any pertinent medical information that should be considered in the event of an emergency. If requested by the employee, or if the employee is unable to request, the Employer will notify the employee's family or designated party of the occurrence and location of the employee.

SECTION 4. Employees recuperating from illness or injury and temporarily unable to perform their assigned duties may submit a written request, with appropriate medical documentation, to their Supervisor for temporary assignment to duties commensurate with the disability and the Employee's qualifications. The Employer may have such requests reviewed by an Employer Medical Officer for appropriate recommendations. The Employer shall, to the extent possible, and in accordance with applicable rules, regulations and medical recommendations, make a reasonable effort to grant such temporary assignments when requested. The Employer may, on its own initiative, consistent with applicable rules, regulations, and medical recommendations, assign recuperating Employees to other duties. Such Employees will continue to be considered for promotional opportunities in accordance with current regulations.

SECTION 5. Lifting/Moving Objects. Employees will lift or move objects exclusive of heavy furniture as required. However, if the Employee believes there is a reasonable possibility that an injury will occur, the Employer will provide relief or assistance as necessary.

SECTION 6. Smoking. All Parties will comply with the current Fort Monmouth policy on smoking.

SECTION 7. Adverse Weather Conditions. All Parties will comply with Fort Monmouth Regulation 210-10, Curtailment of Operations Caused by Severe Weather.

SECTION 8. Safety inspections. When scheduled safety inspections are made by outside agencies, the Union will be notified and the Union may request that a representative accompany the inspector or inspecting team. The Employer will consider all Union requests for copies of inspection reports and comply whenever possible.

Section 9. Within a reasonable time after official notification to the nearest of kin, the Employer will notify the Union of an on-the-job injury or death of an employee in the Bargaining Unit so that the Union may extend Union benefits to which the employee and/or the employee's family may be entitled.

ARTICLE 15 EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employee Assistance Program (EAP) is established to help Employees with health problems such as alcohol or drug abuse or with other personal problems that may also result in impaired job performance or misconduct. The Employer and the Union agree to work together to promote use of the EAP when needed. An Employee who is interested in this program should contact their Supervisor or the Employee Assistance Program Coordinator.

SECTION 2. Employee participation in the program is voluntary. This program is available to all Employees and is conducted in a confidential manner consistent with applicable laws, rules, regulations and this Agreement. Information about an Employee participating in an EAP may not be disclosed to the Employer without the Employee's consent; however the Employee's status/attendance in such a program may be provided to the Employer. These records will be kept by the designated counseling office and will not become part of the employee's Official Personnel File. The Employee's job security and promotional opportunities will not be jeopardized solely by participating in the EAP's counseling or referral services.

SECTION 3. Employees shall be allowed Administrative Leave during the assessment and referral phase of the EAP. Absences during duty hours for rehabilitation or treatment must be requested and charged to the appropriate leave category in accordance with leave regulations.

ARTICLE 16 EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer is committed to promoting equal opportunity through a positive, continuing effort involving all policies, programs, objectives, practices, and personnel with the objective of a workforce free from discrimination with regard to political affiliation, labor organization affiliation or non-affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

SECTION 2. If an Employee chooses to file an EEO complaint under the statutory procedures, the Employee has the right to have a representative of their choice at all stages of the complaint procedures, including pre-complaint counseling.

SECTION 3. The Employer will post, in conspicuous locations in the workplace, a current list of EEO counselors. These lists will provide the name and telephone numbers of the counselors.

SECTION 4. Employees may pursue EEO violations through the Negotiated Grievance Procedure, Article 26, or the EEO Statutory Procedure, but not both.

SECTION 5. The Employer agrees to consult with the Union in developing and implementing its Affirmative Action Program; the Union agrees to assist the Employer in achievement of Affirmative Action goals.

SECTION 6. The Employer agrees to furnish the Union, upon request, a copy of available reports and information with respect to Equal Employment Opportunity accomplishments as well as available data with respect to the distribution of workforce demographics within the Bargaining Unit.

ARTICLE 17 CAREER PROGRAMS AND CAREER COUNSELING

SECTION 1. The Employer recognizes the need to provide training, education and development at various stages of an Employee's career to maintain competence, improve job performance and build skill sets for career enhancement. The Employer agrees to consider the views of the Union on training and development programs.

SECTION 2. Whenever possible, the Employer shall schedule appropriate training courses, seminars, conferences, and meetings during work hours.

SECTION 3. The Employer agrees to send records of training accomplishments to the servicing CPOC for entry into an electronic format. This does not relieve the Employee of the individual responsibility to keep his or her personnel folder and other automated systems, such as an Individual Development Plan (IDP), Acquisition Career Record Brief (ACRB), etc. current to fully reflect total employment experience, training, and education. The Parties agree to encourage employees to review their personnel folders/records at least annually to assure that training is accurately recorded.

SECTION 4. The Employer agrees, consistent with law and regulation to reimburse expenses incurred by an Employee in an approved educational program. Partial or full reimbursement shall be in accordance with existing policies and regulations.

ARTICLE 18 ALTERNATIVE WORK SCHEDULE

SECTION 1. The Employer and the Union recognize that Alternative Work Schedule (AWS) programs have the potential to enable supervisors to meet their program goals while, at the same time, allowing Employees to be more flexible in scheduling their personal activities. As Employees gain greater control over their time, they can, for example, balance work and family responsibilities more easily, become involved in volunteer activities, participate in personal fitness activities, and take advantage of educational opportunities.

SECTION 2. Supervisors have the authority to establish or deny flexible work schedules to meet their mission needs and the needs of the Employees.

SECTION 3. Procedures for implementing AWS are provided in Appendix E of this CBA.

ARTICLE 19 DRESS AND APPEARANCE CODE

SECTION 1. Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied. Employees may adjust their attire appropriately for such activities as fabrication or laboratory work, experimentation, office clean up, severe weather conditions, office picnics, etc. For example, when clothing such as coats and ties create discomfort during hot weather and in places where cooling is minimized to conserve energy, the requirements should be modified or eliminated.

SECTION 2. Business casual attire (khakis or jeans that are neat, clean and in good condition; collared or other appropriate non-collared shirts, and closed-toe footwear) is generally appropriate except for those occasions when Employees are required to attend meetings or events with individuals who would normally be dressed in standard business attire. An exception to the closed-toe footwear requirement is dressy (healed) open-toed shoes. In addition, non-collared shirts must not be T-shirts. Employees are to keep themselves apprised of the visitor and meeting schedules to ensure they are appropriately attired for such events.

SECTION 3. Any Employer requirement for specific civilian dress and appearance must be based on a clear showing that the prohibited dress contributes to an unsafe, unhealthy, nonproductive, or disruptive work environment. Employer disagreements with styles, modes of dress, and grooming now in fashion are not adequate criteria for making such a determination.

ARTICLE 20 EMPLOYEE TRAVEL

Temporary Duty (TDY) is governed by mission need. Appropriate regulations will determine entitlement to overtime pay or compensatory time when Employees are required to travel or work in a TDY status outside their normal tour of duty. In so far as practicable, TDY travel will be scheduled within the Employee's regularly scheduled tour of duty.

ARTICLE 21 EMPLOYEE LEAVE

The granting and use of all forms of leave will be governed by Fort Monmouth Regulation 690-630, unless superceded, and all other statutory leave provisions and the specific mission needs.

ARTICLE 22 PERFORMANCE EVALUATION

SECTION 1. This Article, prevailing regulations, applicable Federal Register Notices and the S&T Personnel Demonstration Project Internal Operating Procedures provide the framework for the administration of TAPES and the Pay for Performance (PFP) appraisal system for Employees in the Bargaining Unit. All timelines for performance-based actions will apply consistently to TAPES as appropriate, including closeout appraisals, IAW AR 690-400, Chapter 4302, Total Army Performance Evaluation System.

SECTION 2. The purpose of the Appraisal Systems is to provide an effective, efficient and flexible method for assessing, compensating and managing the workforce. Evaluation of employees shall be accomplished in an objective manner with no requirements of a quota system concerning performance rating distribution. Upon receipt of the final cost of living adjustment, pay pool funding will be determined and the Union will be informed of the aggregated dollar amount for the organization and what it consists of. Bargaining unit statistical data (number of employees receiving salary increases vs bonus payouts) will be provided to the Union, upon completion of the appraisal cycle.

SECTION 3. At the beginning of the rating cycle or upon assignment to a position, the Supervisor and Employee shall review the Employee's job description and performance objectives. The performance objectives reflect the major functions and tasks of an Employee's job and define an Employee's responsibility for the tasks as well as the expected output or results. Employees who feel that they are performing duties outside the scope of their job description may request their immediate Supervisor to review their job descriptions. Performance objectives may be modified, changed or deleted as appropriate during the rating cycle. In the PFP appraisal system, the supervisor assigns a weight to each of the performance elements. At the mid-point in the rating period, Supervisors will schedule performance reviews with their Employees. S&T Demo training will be provided; it will include procedures for writing effective performance objectives, evaluation process (trendline estimator, reconciliation), distinction between scores of 50 vs. 49 vs. 44, etc.

SECTION 4. An Employee shall document and record accomplishments during the rating period in preparation for performance reviews. Demo employees may record accomplishments in Performance Evaluation Tool (PET) and elect to complete a self-assessment of their performance in each performance element using the benchmarks as a guide.

SECTION 5. At the end of the rating period, the Rater will initially assign a score to each of the performance elements/objectives. The Rater will consider the employee's accomplishments, the self-assessment if provided, customer feedback, etc. The Rater's scores/ratings are tentative until completion of rating process. Evaluation of employees shall be accomplished in an objective manner with no requirements of a quota system concerning performance rating distribution.

SECTION 6. Employees shall be clearly informed as to the identity of their Supervisory chain. All Employee work assignments shall be made by or through the Supervisory Chain or other designated authority. When rated each year, Employees will receive a

written Performance Appraisal that reflects the scores assigned to each element/objective. Demo employees will receive the Total Performance Score and the amount of base pay increase/bonus, as appropriate.

SECTION 7. In order to accurately evaluate an Employee's performance, Supervisors shall inform Employees individually of mission requirements and any changes thereto. This is accomplished during the initial and mid-point counseling sessions.

SECTION 8. Employees who perform union representation tasks less than full-time are evaluated on their regular duty assignments. Employees who perform full-time union representation duties are entitled to receive a performance score of 30 or equivalent, which insures an "acceptable rating," the general pay increase, one share and consideration for promotion. Performance payouts for employees who perform union representation duties will be funded from the pay pool to which he/she is assigned.

SECTION 9. Employees shall be given the original copy of their performance appraisal upon completion of the rating cycle. Employee personnel records will be provided as described in Article 13. If an Employee refuses to sign/date the appraisal, the Supervisor will note in the signature block that the "Employee refused to sign/date." This statement will be annotated prior to giving the original to the Employee. Time limits to file any grievance/commence the Alternative Dispute Resolution process will begin when the Employee has received the original appraisal with the required signatures and/or annotations as stated above in this section.

SECTION 10. Performance Reviews.

a. Periodic reviews and Supervisor/Employee discussions should occur throughout the rating cycle, and should be documented. Adverse discussions will be documented.

(1) The Initial meeting requires the establishment and discussion of the Employee's objectives and how these fit into the organization's mission.

(2) The Midpoint meeting and other meetings during the rating period serve to update the objectives as appropriate and provide feedback to the employee on performance to date. Employees should document accomplishments throughout the rating period to facilitate discussion. The supervisor should document any changes to the employee's objectives. The supervisor uses these reviews to give the employee guidance/recommendations. No scores/ratings are to be discussed at these meetings because they are not final until the rating process is complete.

(3) The final meeting provides the Employees the opportunity to discuss their performance/accomplishments with their supervisor in comparison to the performance plan established.

b. Addressing Unacceptable Performance.

(1) If at any time during the rating period an Employee's performance in any element/objective is unacceptable/rated "Fails", the employee must be placed on a Performance Improvement Plan (PIP). The PIP outlines the performance areas that are unacceptable/failing, how they are unacceptable/failing and what is required to improve performance. Supervisors are encouraged to seek advice and assistance from the servicing CPAC in preparing the PIP. The employee must be afforded a period of opportunity to improve for a minimum of 30 calendar days. If at the conclusion of the PIP the employee's performance has improved to acceptable/successful, no further action is necessary.

(2) If, at the completion of this improvement period, the Employee has not improved, the employee will be given an unacceptable performance rating, and a notice of proposed personnel action, if appropriate. The unacceptable performance rating can result in removal from Federal Service, placement in a position in a lower pay band with a corresponding reduction in pay, or a reduction in pay within the same pay band or a change in position or occupational family; or reassignment to another position at the same grade, or change to lower GS grade position. Generally, employees with an unacceptable rating will not be permitted to remain at their current pay band/salary/grade. For Demo Employees, reductions in base pay within the same pay band or changes to a lower pay band will result in a minimum of 5% decrease in an employee's base pay. The written notice of proposed action will:

(a) Provide thirty (30) calendar days advance written notice of the proposed action and will identify specific instances of unacceptable/Unsuccessful performance on which the proposed action is based; the performance elements/objectives involved in each instance of unacceptable/Unsuccessful performance; that as a member of the Bargaining Unit, he or she is entitled to representation; the Employee's right to reply, (Written, oral, or both) within twenty (20) calendar days.

(b) Include the following language: *You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Negotiated Contract between the United States Army Communications Electronics Research & Development Center and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to, contact NFFE for assistance via mail to P.O. Box 120, Fort Monmouth, New Jersey 07703;*

or via telephone at (732) 532-6770; or via FAX at (732) 427-8020; or via E-mail at NFFE476@conus.army.mil An extra copy of this letter is being provided to you to give to your Union, if you wish.

(c) Provide that a written decision will be issued as soon as possible after the end of the reply period as set forth in paragraph (a) above. The decision will be issued and concurred in by a Supervisor or Management Official who is in a higher position than the Supervisor who proposed the action, unless proposed by the Technical Director, CERDEC.

SECTION 11.

a. Within two years of the beginning of the PIP, if the Employee's performance deteriorates again to an unacceptable/Unsuccessful level, follow-on action such as reassignment, removal or reduction in pay band level/grade may be initiated with no additional opportunity to improve. The exception to this is when an Employee has had a change in position description or performance plan, in which case the employee will be afforded an additional PIP for the elements rated unacceptable.

b. If an Employee has performed acceptably for two (2) years from the beginning of the PIP and performance then declines to an unacceptable/Unsuccessful level, the Employee will be afforded an additional period of opportunity to improve before proposing follow-on actions.

SECTION 12. If a PIP ends prior to the end of the rating period and the employee's performance improves to an acceptable/Successful level, the employee is still appraised at the end of the rating period. If a PIP ends after the end of the rating period the employee will be rated at the conclusion of the PIP and if rated under PFP be given a performance payout if the individual's total performance score is 21 or above.

SECTION 13. Employees shall be given the opportunity to be represented, if requested, by their exclusive Representative at meetings between Employees and Supervisors when issued a PIP and during formal meetings on the PIP. The Employer shall also be given the opportunity to request a CPAC Human Resources Specialist or an attorney at these meetings.

SECTION 14. Any dispute arising under this Article shall be subject to the Negotiated Grievance Procedures (Article 26) or applicable statutory procedures, but not both.

SECTION 15. The Union shall be given the opportunity to be represented at the S&T Demo Personnel Management Board Meetings. It is understood that the Union may be excused during discussions subject to Privacy Act considerations.

SECTION 16. The Parties may mutually agree to extend the time limits set forth in the process.

ARTICLE 23 MERIT PROMOTION AND INTERNAL PLACEMENT PROGRAM

SECTION 1. The Parties agree to follow the merit promotion plan detailed in Appendix B of this CBA.

SECTION 2. The Parties will have full access to all regulations pertaining to Merit Promotion and also copies of documents pertaining to promotions within the Bargaining Unit based upon a particular need.

SECTION 3. All Parties understand that the Employer and the Union will cooperate fully with all communications involving this plan.

ARTICLE 24 ADVERSE ACTIONS

SECTION 1. The Parties agree that the primary emphasis will be placed on preventing situations requiring adverse actions. Adverse actions shall promote the efficiency of the service. Adverse actions against Employees must be based on just cause, be consistent with applicable laws and regulations. When taking actions under this Article, mitigating and aggravating factors will be considered.

SECTION 2. An adverse action is:

- a. A removal (for reasons other than unacceptable performance).

- b. A suspension for more than fourteen (14) days.
- c. A reduction in pay schedule/system or pay (for reasons other than unacceptable performance).
- d. A furlough of thirty (30) days or less.

SECTION 3. An Employee shall have the right to Union representation in accordance with the provisions of Article 3, Section 6 of this CBA during any examination of the Employee by a Representative of the Employer in connection with an investigation when the Employee reasonably believes that the examination may result in an adverse action against the Employee and the Employee requests representation.

SECTION 4. When an Employee is issued a notice of proposed adverse action, the notice will make the Employee aware of his or her rights and privileges, to include their right to representation. This notice will include the following language: *You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Negotiated Contract between the United States Army Communications Electronics Research & Development Center and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to, contact NFFE for assistance via mail to P.O. Box 120, Fort Monmouth, New Jersey 07703; or via telephone at (732) 532-6770; or via FAX at (732) 427-8020, or via E-mail at NFFE476@conus.army.mil . An extra copy of this letter is being provided to you to give to your Union, if you wish.*

SECTION 5. Adverse action will be initiated within a reasonable time, after completion of any investigation. The following timetable applies to formal adverse actions:

- a. Employer Notice: Thirty (30) calendar days advanced notice of any proposed adverse action, except when the crime provision of the Civil Service Reform Act (CSRA) is invoked.
- b. Employee Response (Written, oral or both): Twenty (20) calendar days.
- c. Employer Decision: A written decision will be issued within a reasonable time following receipt of the Employee's response or from the Employee reply due date if no response is received.
- d. The Parties may mutually agree to extend the time limits set forth in the process.

SECTION 6. More severe penalties may be imposed for similar or like offenses documented within a reasonable period of time. Nothing in this CBA precludes the Employer from implementing a adverse action following the decision to take such action.

SECTION 7. No Employee may be coerced or demanded to retire in lieu of an adverse action.

SECTION 8. An Employee will be furnished a copy of the documents that formed the basis for the action upon request and will be given reasonable official duty hours to review them and prepare a reply.

SECTION 9. Adverse actions are grievable through the Negotiated Grievance Procedures, Article 26, or may be appealed to the Merit System Protection Board (MSPB), but not both. The Employee will be advised of this in the Employer's Decision.

SECTION 10. Employees against whom an adverse action is proposed are entitled to be represented by the Union through the Negotiated Grievance Procedures. Employees who appeal to the MSPB have the right to a Representative of their choice. In either case the designation of the Employee's Representative will be made by Notice from the Employee. Once the designation has been made, all contacts and correspondence will be through the Employee's Representative.

ARTICLE 25 DISCIPLINARY ACTIONS

SECTION 1. The Parties agree that primary emphasis will be placed on preventing situations requiring disciplinary action. Disciplinary action shall be only for such cause as will promote the efficiency of the service. Disciplinary actions against Employees must be based on just cause, be consistent with applicable laws and regulations. When taking actions under this Article, mitigating and aggravating factors will be considered.

SECTION 2. A disciplinary action is a suspension of fourteen (14) days or less or a written reprimand.

SECTION 3. An Employee shall have the right to Union representation in accordance with the provisions of Article 3, Section 7 of this CBA during any examination of the Employee by a Representative of the Employer in connection with an investigation when the Employee reasonably believes that the examination may result in disciplinary action against the Employee and the Employee requests representation.

SECTION 4. When an Employee is issued a notice of proposed formal disciplinary action or Alternative Discipline Agreement (ADA), the notice will make the Employee aware of his or her rights and privileges, to include their right to representation. This notice will include the following language: *You are represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Negotiated Contract between the United States Army Communications Electronics Research & Development Center and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should you wish to, contact NFFE for assistance via mail to P.O. Box 120, Fort Monmouth, New Jersey 07703; or via telephone at (732) 532-6770; or via FAX at (732) 427-8020, or via E-mail at NFFE476@conus.army.mil . An extra copy of this letter is being provided to you to give to your Union, if you wish.*

SECTION 5. Disciplinary action will be initiated within a reasonable time, after completion of any investigation. The following timetable applies to formal disciplinary actions:

- a. Employer Notice: Twenty (20) calendar days advanced notice of proposed disciplinary action.
- b. Employee Response (Written, oral or both): Fifteen (15) calendar days.
- c. Employer Decision: A written decision will be issued within a reasonable time following receipt of the Employee's response or from the Employee reply due date if no response is received.
- d. The Parties may mutually agree to extend the time limits set forth in the process.

SECTION 6. More severe penalties may be imposed for similar or like offenses documented within a reasonable period of time. Nothing in this CBA precludes the Employer from implementing a disciplinary action following the decision to take such action.

SECTION 7. An Employee will be furnished a copy of the documents that formed the basis for the action upon request and will be given reasonable official duty hours to review them and prepare a reply.

SECTION 8. Disciplinary actions are grievable through the Negotiated Grievance Procedures, Article 26. The Employee will be advised of this in the Employer's Decision.

SECTION 9. Employees against whom a disciplinary action is proposed are entitled to be represented by the Union. Designations will be made by Notice from the Employee. Once the designation has been made, all contacts and correspondence will be through the Employee's Representative.

ARTICLE 26 NEGOTIATED GRIEVANCE PROCEDURES

SECTION 1. The Parties agree that this Article establishes the exclusive procedures available to Employees and the Parties for the processing and settlement of grievances that fall within its scope, including questions of grievability and arbitrability. The Parties recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. Normally the expeditious settlement of grievances at the lowest possible level is in the best interest of the Parties. The presentation of a grievance under this Article shall not preclude the Employer from proceeding with or affecting the matter being grieved pending resolution of the grievance.

SECTION 2. A grievance means any complaint:

- a. By an Employee or group of Employees concerning any matter relating to the conditions of employment of an-Employee or group of Employees.
- b. By the Union concerning any matter relating to the conditions of employment of an Employee or group of Employees.

- c. By any Employee, group of Employees, the Union, or the Employer concerning:
 - 1) The effect or interpretation or claim of breach of this Agreement.
 - 2) Any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment.

SECTION 3. The following matters are excluded from this grievance procedure:

- a. Any action which the Employee elects to pursue through another applicable statutory procedure, for example Merit Systems Protection Board (MSPB) appeal.
- b. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities).
- c. Retirement, life insurance, or health insurance matters.
- d. Any examination, certification, or appointment. (for example, the separation of an Employee during a probationary or trial period).
- e. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to National Security).
- f. The classification of any position.
- g. The dollar amount of a performance pay out or award.
- h. The extension of, or failure to extend, any probationary period.
- i. Proposed personnel actions.
- j. Failure to be selected from a properly constituted referral list except where non-selection was due to discrimination and/or the conduct of a prohibited personnel practice.

SECTION 4. Once a grievance is filed, the Union has the right to be present at all stages and to be provided a copy of any proposal or decision issued. The Grievant may choose to be either self-represented, represented by a Representative designated by the Union, or a third party of their choosing. Designation will be made by Notice from the Grievant. If the Grievant chooses a third party, then the Grievant must secure written approval from the Union. The Grievant must provide the written approval to the Employer with the grievance, and any subsequent arbitration that may result, using the sample Notice at Appendix F. Once a Representative is designated, all contacts and correspondence as to the grievance will be made through the Grievant's Representative. If the designated Representative is changed, then the Grievant or the Union will provide Notice to the Employer of said change, in advance if possible.

SECTION 5. The Parties may mutually agree to extend the time limits set forth in the process. If the Grievant fails to initiate the grievance or request an extension to initiate a grievance within the time limits set forth, then the right to grieve is forfeited.

SECTION 6. The following procedure shall be used in cases of a grievance filed by an Employee(s) and/or the Union on behalf of the Employee(s), with the exception of grievances of Demo performance appraisals:

Step 1. The Grievant shall present the grievance by Notice to the Grievant's immediate Supervisor or the lowest level supervisor in the chain of command who has the authority to resolve the grievance. The grievance shall be presented within fifteen (15) calendar days after the matter that has given rise to the grievance occurred or the day the Grievant could have reasonably been expected to be aware of the matter giving rise to the grievance using the sample Step 1 Notice at Appendix G. If the Grievant is suspended, the fifteen (15) calendar days begins the day after the suspension concludes. The Grievant may file a grievance during the suspension period. The grievance statement will include the basis for the grievance, the relief sought, and the designation of the Grievant's Representative. The Grievant's immediate Supervisor or the lowest level supervisor in the chain of command who is authorized to resolve the grievance will issue a written decision to the Grievant within fifteen (15) calendar days of receipt of the grievance, or notify the Grievant in writing as to the date that the decision will be rendered and the reason(s) for the delay.

Step 2. If the Grievant is dissatisfied with the Step 1 response or if no response from the Step 1 grievance is received within the required time frame, then the grievance must be presented by Notice to the Associate Technical Director, CERDEC or his/her designee. The Grievant will present the Notice within fifteen (15) calendar days of receipt of response or lack thereof. **NOTE: IF YOU ARE SUSPENDED THE STEP 2 TIMELINES STILL APPLY.** A sample of the Step 2 Notice is included at Appendix H. The Associate Technical Director, CERDEC or his/her designee will issue a written decision to the Grievant within fifteen (15)

calendar days of receipt of the grievance, or notify the Grievant in writing as to the date that the decision will be rendered and the reason(s) for the delay. Such decision will be the final Employer decision for purposes of these procedures. If no response is received from the Associate Technical Director, CERDEC or his/her designee within the fifteen (15) calendar days time frame of the Step 2 grievance, or the Grievant is dissatisfied with the decision of the Employer, the Union can either invoke Alternative Dispute Resolution (Article 27) or Arbitration (Article 29).

SECTION 7. If a grievance arises between the Parties, the grievance must be presented to the Union President or Associate Technical Director, CERDEC by Notice. The grievance shall be presented within fifteen (15) calendar days after the matter that has given rise to the grievance occurred or the day the Grievant could have reasonably been expected to be aware of the matter giving rise to the grievance using the sample Step 1 Notice at Appendix G. The grievance statement will include the basis for the grievance, the relief sought, and the designation of the Grievant's Representative. Within fifteen (15) calendar days of receipt of the grievance, the Parties will meet and attempt to resolve the grievance. If the grievance is unresolved the Union President or Associate Technical Director, CERDEC or their designee(s) will issue a written decision to the Grievant within fifteen (15) calendar days of the grievance meeting, or notify the Grievant in writing as to the date that the decision will be rendered and the reason(s) for the delay. Such decision will be the final decision for purposes of these procedures. If no response is received within fifteen (15) calendar days of the grievance meeting, or the Grievant is dissatisfied with the final decision, the Grievant can invoke Alternative Dispute Resolution (Article 27) or Arbitration (Article 29).

SECTION 8. Demo Performance Appraisal Grievances.

For the purposes of this Section, the Grievant may only be a singular employee.

Step 1. The Grievant shall present the grievance by Notice to the Grievant's immediate Supervisor. The Grievant has fifteen (15) calendar days from the receipt of the final performance appraisal from his/her Supervisor to grieve their specific element(s) scores or total performance score. A sample Step 1 Notice is provided at Appendix G. The immediate Supervisor has fifteen (15) calendar days to forward the grievance along with the Supervisor's recommendation to the CERDEC Human Resources Office and the servicing CPAC. The CERDEC Human Resources Office will notify the respective Pay Pool Panel Members that a grievance has been received and arrange for the Pay Pool Panel Members to review the grievance and the Supervisor's recommendation. The Pay Pool Panel Members reach an independent determination and make a recommendation to the Pay Pool Manager. The Pay Pool Manager reviews all the information and makes the final decision. The Pay Pool Manager will notify the Grievant and the Supervisor of the decision in writing, within thirty (30) to no later than sixty (60) calendar days from the filing of the grievance. If the Pay Pool Manager's decision results in a change in the Total Performance Score a new appraisal will be generated. The CERDEC HRO will generate a new appraisal and the servicing CPAC Human Resources Specialist will be notified to ensure that the necessary action is taken through the CPOC to change the pay out. .

Step 2. If the Grievant is dissatisfied with the Pay Pool Manager's decision the Grievant must request reconsideration within fifteen (15) calendar days from a higher official to the Pay Pool Manager, normally the Technical Director, CERDEC. A sample Step 2 Notice is provided at Appendix H. The deciding official at this stage must be at an organizational level higher than any employee involved in the grievance. The deciding official will respond to the employee in writing, with a copy to the Pay Pool Manager and the Supervisor, within thirty (30) to no later than sixty (60) days from the date the reconsideration was filed. If the decision results in a change in Total Performance Score, a new appraisal will be generated. The CERDEC HRO will generate a new appraisal and the servicing CPAC Human Resources Specialist will be notified to ensure that the necessary action is taken through the CPOC to change the pay out. This decision is final.

SECTION 9. Access to records

The Employer will, upon Notice, and to the extent permitted by law, furnish information from official records which is determined to have a bearing on the nature of the grievance, including relevant governing documents.

ARTICLE 27 ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. Alternative Dispute Resolution (ADR) is recognized by the Employer and the Union as a positive approach to settle workplace disputes and is a less costly and more expeditious means to settle workplace disputes than arbitration. ADR may be invoked solely by and at the discretion of the Union, except with respect to a matter raised by the Employer pursuant to Article 26 Section 7.

SECTION 2. The procedures outlined in this Article will be used to grieve a formal disciplinary action taken against an Employee resulting in a letter of reprimand or suspension for 14 days or less, including actions taken when an employee has declined the offer of an Alternative Discipline Agreement (ADA); or as a result of the annual performance evaluation process, or any other grievable matter. ADR does not apply to adverse actions, removals or downgrades based on unacceptable performance, or actions where the Employee has entered into an Alternative Discipline Agreement (ADA) (see Article 28). Allegations of discrimination are excluded from these ADR procedures.

SECTION 3. ADR procedures

a. A formal request for Third Party Review will be by Notice to the servicing Labor Relations Specialist and will be initiated by the Union or its authorized Representative within fifteen (15) calendar days from receipt of the Step 2 Grievance Decision. The Notice will include a statement of the reasons, the relief sought and identification of the Employee's Representative. If an Employee does not designate the Union as his or her Representative, the Union reserves the right to approve that Representative. If the Union does not approve the Employee's requested Representative, the Union must provide representation. Upon receipt of the request, the servicing CPAC Human Resources Specialist has 15 calendar days to (1) contact the Associate Technical Director or his designee to name the Employer Representative of his or her choice, (2) contact the Federal Mediation and Conciliation Service to identify the Mediator, and (3) arrange a tentative date for the hearing. Once the Mediator has been named and a hearing tentatively set, the Third Party Review process will be carried out as specified in Appendix C of this CBA.

b. Time Limits:

- (1) All time limits in this Article may be extended by mutual consent of the Parties providing the request is made within the suspense period. The servicing CPAC Human Resources Specialist or the appropriate Management Official within the line of supervision, and the Union will coordinate to grant extensions.
- (2) The only exception to the filing requirement is if the disciplinary action results in a suspension. The fifteen (15)-calendar day filing period is then extended to begin on the day the Employee returns to duty.
- (3) All grievances received after fifteen (15) calendar days from receipt of the decision letter will be rejected as untimely unless there is an agreed upon extension. If the Parties do not agree on the issue of timeliness, the issue will be raised to the Associate Technical Director or his designee for final decision. If the decision is that the grievance is timely, the process will proceed in accordance with section 5 below. If the decision is that the grievance is untimely, the grievance is dismissed and the Associate Technical Director or his designee will prepare a Memorandum for Record with copies provided to the Union, the Supervisor, and the servicing CPAC Human Resources Specialist.
- (4) If a grievance is rejected as untimely, the Union may request a Third Party Review on the timeliness issue in accordance with Article 27 Section 3.a. A formal request for Third Party Review will be by Notice to the servicing CPAC Labor Relations Specialist and will be initiated by the Union or its authorized Representative within fifteen (15) calendar days from the date of receipt of the Associate Technical Director or his designee's determination that the grievance is untimely. The Notice will include a statement as to why the grievance is timely.
- (5) Once the Mediator has been named and a hearing tentatively set, the Third Party Review process will be carried out as specified in Appendix C of this CBA.

ARTICLE 28
ALTERNATIVE DISCIPLINE AGREEMENT

SECTION 1. The Union and the Employer recognize that a positive approach is preferred when dealing with disciplinary problems that would normally result in a suspension of one (1) to fourteen (14) days. Alternative Discipline Agreement (ADA) is a win-win situation. ADA reduces lost productivity for disciplinary reasons, avoids loss of salary for a period of suspension, allows the Employee to become involved in the decision making process concerning his or her discipline and reduces time required to process a disciplinary action. ADA is a voluntary process where the Employee accepts responsibility for his or her own behavior while at the same time continues to perform and participate in the functioning of the organization.

SECTION 2. ADA may be offered by the Employer for offenses that would normally result in a suspension of one (1) to fourteen (14) days. By accepting the ADA, the Employee waives complaint/grievance rights with respect to the charge and penalty. The procedures that follow outline the process for instituting an ADA.

a. The Supervisor will notify the Employee prior to offering the ADA that such an offer is going to be made and that they have the right to representation at the meeting. The Parties anticipate that in most cases notification will occur at least one day in advance of the meeting.

b. The Supervisor, the Employee, the Employee's Representative, if one is chosen, and the servicing CPAC Human Resources Specialist will meet to explain the ADA and to offer the Employee an opportunity to voluntarily participate. This session should allow for questions and answers to ensure full understanding of the program by the Employee. If undecided, the Employee will be allowed three (3) full calendar days, not counting the day of the meeting, to consider and decide whether he or she wants to participate.

c. If the Employee elects ADA, a meeting with the Supervisor, the Employee, the Employee's Representative, if one is chosen, and the servicing CPAC Human Resources Specialist will be scheduled for the actual preparation and signing of the ADA. A sample of an ADA is found in Appendix D of this CBA.

d. If the Employee does not wish to participate in the program, the normal disciplinary process will be initiated. The subsequent proposal of disciplinary action will state that the Employee elected not to participate in ADA.

e. The ADA agreement will remain in the employee's Official Personnel Folder (OPF) for three (3) years and may be relied upon to support future disciplinary action if required. The ADA will be removed from the OPF after three (3) years, but may be retained in other files.

f. In the event that a second offense occurs within a reasonable time, the ADA may be relied upon to support further disciplinary actions.

ARTICLE 29 ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievances processed under the Negotiated Grievance Procedure, the Employer or the Union, but not an individual Employee, may invoke arbitration by Notice to the servicing Labor Relations Specialist within thirty (30) calendar days after issuance of a final decision or lack of one. The Associate Technical Director or his/her designee, or the Union President or his/her designee will initiate Notice to invoke arbitration, including the reasons for the dissatisfaction. The Parties may mutually agree to extend the time limits set forth in the process.

SECTION 2. The Parties are encouraged to attempt settlement throughout the process.

SECTION 3. The process for selecting an Arbitrator and proceeding to hearing shall be as follows:

a. Within fifteen (15) calendar days from the date of the Notice to invoke arbitration, the servicing Labor Relations Specialist will request a list of seven Arbitrators from the Federal Mediation and Conciliation Service (FMCS). Geographical region will be specified by the Party invoking arbitration. If the Parties mutually agree that the list is unacceptable a second and final list will be requested.

b. Within fifteen (15) calendar days following receipt of the list of Arbitrators, the Employer or his/her designee and the Union will select an Arbitrator. If the Parties cannot mutually agree upon one of the listed Arbitrators, then the Employer or his/her designee and the Union will alternately strike one name from the list and will repeat this procedure until only one name remains. The decision on who will strike the first name will be decided by the toss of a coin. The remaining named person will be the duly assigned Arbitrator. Within seven (7) calendar days after selection of the Arbitrator, the servicing Labor Relations Specialist will notify the FMCS in writing of the Parties' selection. Upon contact by the Arbitrator with the Parties, a conference will be held to discuss arrangements for the arbitration hearing.

c. In the event either Party intentionally refuses to participate in the selection of an Arbitrator, the other (non-refusing) Party will, upon conclusion of the fifteen (15) calendar day period, unilaterally select one of the listed Arbitrators to hear the issue(s).

SECTION 4. The arbitration hearing, if held, shall be conducted during official duty hours Monday through Friday. The Grievant and approved witnesses, who are otherwise on duty, shall be excused from duty without loss of pay or charge to annual leave to participate in the arbitration proceedings during the time they are required. If necessary, the Grievant's tour of duty will be rescheduled to allow the Grievant to attend the hearing. Witnesses' tours of duty will be rescheduled only for the time necessary to

provide testimony at the hearing. Employees who are witnesses for arbitration will be granted duty time to meet with the Union or Employer Representatives in preparation for arbitration.

SECTION 5. The Parties may jointly stipulate the issue(s) to be arbitrated. If the Parties fail to agree on a joint submission of the issue for arbitration, each Party may prepare a separate submission and the Arbitrator shall determine the issue(s) to be heard. If either Party intentionally refuses to participate in the hearing, after due notice, the hearing will proceed and the Arbitrator will render his decision based upon the evidence presented. In the presentation of a disciplinary or adverse action case, the Employer will present its position first. The Parties will request the Arbitrator render a decision as quickly as possible, but not later than thirty (30) calendar days from the closing of the record. The Arbitrator shall not have authority to change, modify, alter or delete any terms of this Agreement, or any supplements thereto. The Arbitrator's decision shall be final and binding. Either Party may file an exception to the Arbitrator's award with the Federal Labor Relations Authority in accordance with the existing Federal Service Labor-Management Relations Statute. (5 U.S.C. 7122)

SECTION 6. The Arbitrator may grant reasonable attorney fees as prescribed in Public Law 95-454.

SECTION 7. The fees and expenses of the Arbitrator, along with the FMCS Fee(s) for the Arbitrator Lists, shall be borne by the losing party. Where the Parties mutually agree, the cost of transcription services shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

ARTICLE 30 REDUCTION IN FORCE, TRANSFER OF FUNCTION, FURLOUGH, REORGANIZATION

SECTION 1. When a Reduction in Force (RIF), Transfer of Function (TOF), Furlough, or Reorganization is being planned, the Union will be notified so that it may submit its views for consideration. Nothing in this CBA will preclude the Employer from implementing a RIF, TOF, Furlough, or Reorganization following the determination that a RIF, TOF, Furlough, or Reorganization will take place.

SECTION 2. If it is determined that a RIF, TOF, Furlough, or Reorganization will take place, the Union has the right to bargain on Impact and Implementation (I&I) consistent with statutory requirements on the procedures the Employer will use and on arrangements for Employees adversely affected by the RIF, TOF, Furlough, or Reorganization.

SECTION 3. Retention registers and any RIF or Furlough notice, excluding information prohibited from release by the Privacy Act, will be made available for review by an Employee (who has received a specific RIF notice or Furlough notice) and the Employee's Union Representative, as it pertains to the specific action. The Union shall have the right to request copies of the retention register and any RIF or Furlough notice, excluding information prohibited from release by the Privacy Act.

SECTION 4. RIF, TOF, Furlough, or Reorganization will be conducted in accordance with applicable laws, government-wide regulations and this CBA.

SECTION 5. The Employer shall notify the Union, with as much advance Notice as possible, prior to notifying any Bargaining Unit Employee, when a RIF, TOF, Furlough, or Reorganization may be necessary. The Notice will include the reason(s) for the RIF, TOF, Furlough, or Reorganization, approximate number of positions or Employees impacted and the approximate date the actions are expected to take place. The Union agrees to assist the Employer in keeping Employees informed.

SECTION 6. The Employer will provide all other pertinent information to the Union if and when available regarding RIF, TOF, Furlough, or Reorganization.

SECTION 7. The Employer may avoid or minimize the impact of any RIF, TOF, Furlough, or Reorganization by requesting authorization for Voluntary Early Retirement Authority (VERA) or Voluntary Separation Incentive Pay (VSIP), reassigning affected Employees to continuing or restructured positions, which may require modification of qualifications or restriction of recruiting. When practical, the Employer will take advantage of local outplacement or retraining services.

SECTION 8. Employees subject to Adverse Action as a result of RIF, TOF, Furlough, or Reorganization may exercise their grievance or appeals rights in accordance with Article 24, Adverse Actions.

ARTICLE 31 COMPETITIVE AREAS

At the time this contract is ratified, CERDEC will have two competitive areas, one for GS employees and one for demo employees. The Employer will provide Notice to the Union if a decision is made to modify competitive areas that affect members of the bargaining unit.

ARTICLE 32 COMMERCIAL ACTIVITIES

SECTION 1. The Employer and the Union will cooperate and communicate to the maximum extent possible concerning Commercial Activities (CA) issues.

SECTION 2. The Employer agrees to notify and consult with the Union regarding any anticipated review of a function for contracting out that could affect Bargaining Unit positions, as required or allowed by Title 10, U.S.C., Section 2467 and other law, rule, or regulation, OMB Circular A-76, and its supplement, and this Agreement. The application of OMB Circular A-76 is not subject to the NGP.

SECTION 3. The Union will be involved at the earliest possible stages of the cost competition process. Employees and their Representatives will be involved in data gathering and the development of recommendations to streamline in-house operations to be as competitive as possible with the private sector. Participation includes the exchange of data, ideas, problems, concerns, and solutions. Consistent with procurement integrity, conflict of interest, and other statutory and regulatory restrictions, the Union will be given the opportunity to participate in the development of the Employer Tender, Most Efficient Organization (MEO), Performance Work Statement (PWS), Milestones and supporting documents and proposals. Members of the MEO team cannot be members of the PWS team. The Employer retains responsibility for all final decisions related to the PWS, MEO, the in-house cost estimate, and for ensuring this information is appropriately treated as procurement sensitive until completion of the cost competition. Union officials will be subject to the same nondisclosure statements as other participants. Any appeal concerning Commercial Activities or A-76 matters, may only proceed by way of the OMB A-76 Circular process and may not be grieved through the Negotiated Grievance Procedure.

SECTION 4. If a negotiated acquisition is contemplated, the source selection and technical evaluation processes will be limited to Employer participation. A contract awarded using other than sealed bidding (FAR 14.101) procedures is a negotiated acquisition.

SECTION 5. The Employer may avoid or minimize adverse actions and reduce separations of Employees affected by a contracting-out decision by taking such actions as restricting recruitment and promotions, furloughs and/or reassignment of qualified surplus employees to vacant positions, or any combination thereof within the bargaining unit.

SECTION 6. Briefings will be held with affected Employees at least monthly, unless mutually agreed by both Union and the Employer to postpone, for the purpose of providing timely information concerning CA studies. The Union will be given an opportunity to participate fully in all such briefings.

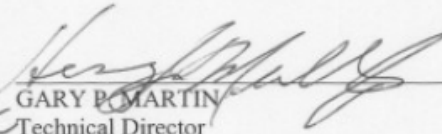
SECTION 7. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the Union. If the Employer asks for comments on the solicitation from private industry, the Union will be given the same access to review and submit comments at the same time and in the same manner as private sector offerors.

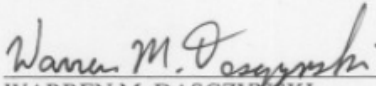
SECTION 8. The Employer and the Union recognize that some forms of team participation may adversely affect an Employee's right of first refusal due to displacement by contracting out. However, an Employee's exercise of grievance or appeal rights will not, in and of itself, adversely affect the right of first refusal.

SECTION 9. Should the CA study result in a decision to convert to contract, the Union is encouraged during the period of contract performance to bring known contract discrepancies to the attention of the appropriate contract administrator or designee.

SECTION 10. The Employer and the Union recognize the right of first refusal required by OMB Circular A-76 and its supplement. Declining to exercise the right of first refusal due to displacement from contracting out shall not be deemed to be a waiver of any appeal or grievance rights an Employee might have under applicable law, regulation, and this Agreement. The application of OMB Circular A-76 is not subject to the NGP.

APPROVALS

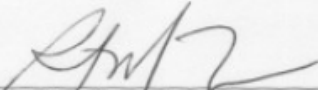

GARY P. MARTIN
Technical Director
CERDEC
7/12/07
DATE

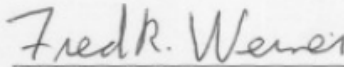

WARREN M. DASCZYNSKI
President
National Federation of Federal
Employees, Local 476 IAMAW (AFL-CIO)
7/12/07
DATE


Department of Defense Civilian Personnel Management Service

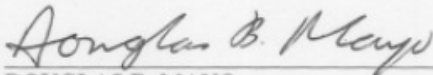
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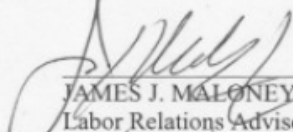
CONCURRENCES

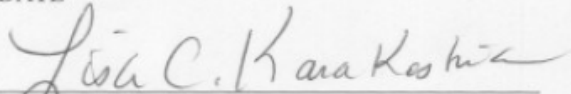

ROBERT ZANZALARI
Management Chief Negotiator
7/16/07
DATE

 7-16-07
FRED R. WEINER
Executive Vice President
National Federation of Federal
Employees, Local 476 IAMAW (AFL-CIO)
7-16-07
DATE


MARIA D. ESPARRAGUERA
Management Legal Advisor
7/16/07
DATE


DOUGLAS B. MAYO
Treasurer
National Federation of Federal
Employees, Local 476 IAMAW (AFL-CIO)
7/12/07
DATE


JAMES J. MALONEY
Labor Relations Advisor
7/13/07
DATE


LISA C. KARAKASHIAN
CPAC Advisor
7/13/07
DATE

APPENDIX A

REPRESENTATION DUTIES BLANK FORM

APPENDIX B

CERDEC

MERIT PROMOTION PLAN

Communications Electronics Research, Development and Engineering (CERDEC)

MERIT PROMOTION PLAN

1. PURPOSE. This plan establishes the policies and procedures for promotions and other competitive placement actions for the CERDEC, Fort Monmouth, New Jersey bargaining unit positions. This plan is in accordance with statutory and regulatory guidance from the Office of Personnel Management (OPM), Department of Defense (DOD) and the Department of the Army (DA).

2. POLICY.

a. The Employer will:

(1.) Recruit qualified individuals from all segments of society and select and advance employees on the basis of merit after fair and open competition which assures that all receive equal opportunity.

(2.) Treat employees and applicants fairly and equitably, without regard to political affiliation, labor organization affiliation or non-affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

(3.) Make selection based solely on job related criteria and not permit pre-selection of specific persons.

b. All Employees not participating in any type of personnel demonstration project and assigned to either an intern position, upward mobility position, growth position or Student Career Employment Program (SCEP) position, with the approval of the proper supervisor, will be promoted the first complete pay period after the Employee has reached eligibility and met all the requirements for the higher grade level positions.

3. SCOPE. The provisions of this plan apply to all competitive service bargaining unit positions in CERDEC serviced by the Fort Monmouth CPAC, with the *exception* of positions that may be identified as mandatory command, DA, or DOD-wide referral levels, which are filled under the provisions of applicable career program regulations.

4. COMPETITIVE ACTIONS. The following placement actions must be accomplished in accordance with the competitive procedures outlined in Paragraph 8, COMPETITIVE PROCEDURES AND CANDIDATE EVALUATION, of this plan except when excluded by the provisions of this plan or other regulatory or statutory authority:

a. Permanent promotion to a higher grade/pay band level position or to a position with more promotion potential than a position previously held on a permanent basis in the competitive service.

b. Reassignment or demotion to a position with more promotion potential than any position previously held on a permanent basis in the competitive service (except as permitted by Reduction in Force regulations).

c. Temporary promotions for:

(1.) More than 120 days to a higher grade position or

(2.) More than 180 days to a higher pay band level position or

(3.) More than 179 days to maintain continuity of essential functions during base closures and major draw downs.

For temporary promotions other than to maintain continuity of essential functions, prior service during the preceding 12 months under noncompetitive temporary promotions and noncompetitive details to higher graded/pay band level positions counts toward the 120/180-day total. A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures, and the fact that it may lead to a permanent promotion was made known to all potential candidates.

d. Details for:

(1.) More than 120 days to a higher grade position or higher promotion potential or

(2.) More than 180 days to a higher pay band level position or

(3.) More than 179 days to maintain continuity of essential functions during base closures and major draw downs.

For details other than to maintain continuity of essential functions, prior service during the preceding 12 months under noncompetitive details to higher graded/pay band level positions and noncompetitive temporary promotions counts toward the 120/180-day total.

- e. Appointment, transfer, or reinstatement to a position at a higher grade/pay band level or with more promotion potential than a position previously held on a permanent basis in the competitive service.
- f. Employees hired under the demo modified term appointment authority may be converted to a career conditional appointment. To be converted the Employee must:
 - (1) Have been selected for the term position under competitive procedures, which stipulated potential for conversion to a permanent appointment;
 - (2) have served two years of continuous service in the term position;
 - (3) be selected under merit promotion procedures for the permanent demo position; and,
 - (4) be performing at the acceptable level of performance with a current demo Total Performance Score (TPS) of 21 or greater.

5. EXCLUSIONS. The following actions may be excluded from the competitive procedures of this plan:

- a. A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of an initial classification error.
- b. Placements made during or in lieu of Reduction in Force (RIF) as permitted by governing regulations.
- c. A promotion without further competition of an employee who was appointed in the competitive service from a civil service register, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under the competitive promotion procedures of this plan for an assignment intended to prepare the employee for the position being filled. (The intent must be made as a matter of record and career ladders must be documented). This category also includes employees on "growth" positions or promotion of SCEPs.
- d. Promotion to a grade previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which the Employee was separated or demoted for other than performance or conduct reasons.
- e. A promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having no greater promotion potential than that of a position the Employee currently holds or previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which the Employee was separated or demoted for other than performance or conduct reasons.
- e. Actions involving statutory, regulatory, or administrative placement; to include promotion actions directed by higher command levels, court decisions, MSPB, arbitration decisions, and discrimination complaint decisions. Special consideration referrals are in the following order:
 - (1) Persons given priority consideration due to a finding or settlement of a discrimination complaint, arbitration decision, or settlement therein.
 - (2) Persons given priority consideration for re-promotion to a position in the same grade/pay band level and occupational family as the Employee previously held on a permanent basis in the competitive service.
 - (3) Persons given promotion or placement based on non-competitive priority consideration as corrective action for failure to be given proper consideration under the requirements of this plan.
 - (4) Persons who have approved medical and/or compassionate requests for a reassignment or change to lower grade/pay band level.

- f. The Employer may decide to fill a position vacancy by reassignment of an available Employee. This would be applicable only to positions with no known promotion potential beyond the Employee's current position. In some instances, such as to avoid the adverse impact of RIF or reorganization, the Employer may find it necessary to initiate action that will result in a non-competitive, involuntary reassignment of Employees to positions having no known promotion potential. Employees who fail to consent to reassignment will be given an advance written notice with reasons for the proposed assignment and why they were selected, and will be provided an opportunity to reply. After full consideration of the reply, or if no reply is received, the Employee will be given a written notice of decision. If the decision is to effect the reassignment and the Employee refuses, the refusal may result in removal from the Federal service for failure to accept the new assignment. Non-competitive assignments such as, but not limited to, fitness-for-duty placements and placements to avoid adverse impact of RIF or reorganization, may be made regardless of the fact that a competitive recruitment action has been initiated.
- g. A promotion resulting from an Employee's position being reclassified (not the filling of a vacancy) at a higher grade/pay band level because of additional duties and responsibilities when all of the following are met:
 - (1) There are no other Employees at the same grade/pay band level within the office/division where the position exists, who are performing duties substantially the same as those performed by the Employee prior to the addition of the new duties and responsibilities.
 - (2) The Employee continues to perform the same basic functions as in the former position and the duties of the former position are administratively absorbed into the new position.
 - (3) The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position.
 - (4) The Employee meets all eligibility requirements for the position.

h. Temporary promotions for:

- (1) 120 days or less to a higher grade position or
- (2) 180 days or less to a higher pay band level position or
- (3) Up to and including 179 days to maintain continuity of essential functions during base closures and major draw downs.

For temporary promotions other than to maintain continuity of essential functions, prior service during the preceding 12 months under noncompetitive temporary promotions and noncompetitive details to higher graded/pay band level positions counts toward the 120/180-day total.

i. Details for:

- (1.) 120 days or less to a higher grade position or higher promotion potential or
- (2.) 180 days or less to a higher pay band level position or
- (3.) Up to and including 179 days to maintain continuity of essential functions during base closures and major draw downs.

For details other than to maintain continuity of essential functions, prior service during the preceding 12 months under noncompetitive details to higher graded/pay band level positions and noncompetitive temporary promotions counts toward the 120/180-day total.

- j. Promotion resulting from application of the Person-in-the-job (Factor IV Process).
- k. Promotion or placement of an Employee entitled to non-competitive priority consideration as corrective action for failure to be given proper consideration under the requirements of this plan.
- l. Noncompetitive conversion of severely disabled individuals and promotion after conversion provided the position occupied has an established full performance level (career ladder).
- m. Noncompetitive appointment of eligible veterans with a 30% or more disability who are serving on temporary appointments and promotion after conversion provided the position occupied has an established full performance level (career ladder).

- n. Noncompetitive conversion of students under Student Career Experience Program and promotion after conversion provided the position occupied has an established full performance level (career ladder).
- o. Noncompetitive appointment of Veterans Readjustment Appointment (VRA) eligibles and promotion after conversion provided the position occupied has an established full performance level (career ladder.)
- p. Noncompetitive appointment of OPM interchange agreement eligibles, reinstatement eligibles and Executive Order eligibles.
- q. This exclusion covers re-promotion of Employees who were previously demoted without personal cause and not at personal request. Involuntary placement into a lower grade/pay band level position for such reasons as RIF, correction of classification error, change in classification standards, return from overseas after completion of a satisfactory tour of duty, or declination of a functional transfer out of the commuting area, is not considered to be at the Employee's request. The following will apply:
 - 1) Employees receiving grade/pay band and pay retention benefits are entitled to mandatory re-promotion to the grade/pay band from which demoted, and to any intervening grade/pay band provided the employees are well qualified for the position(s). Employees will continue to receive re-promotion consideration for as long as the entitlement to grade/pay band or pay retention benefits exist. When there are more than one mandatory re-promotion eligible, all will be referred to the Selecting Official.
 - 2) Employees who are changed to lower grade/pay band without benefit of grade/pay band or pay retention are also entitled to re-promotion consideration to positions at the same grade/pay band from which demoted, and to any intervening grade/pay band provided the employees are well qualified for the position(s). When more than one re-promotion eligible is available, all will be referred to the Selecting Official.
- r. Other types of actions not specified above which are permitted by regulation and are consistent with the spirit and intent of the merit principles delineated in Title 5, United States Code.

6. RESPONSIBILITIES.

- a. The servicing Civilian Personnel Operations Center (CPOC) is responsible for:
 - (1) Administering the Merit Promotion and Placement Program to ensure that the provisions of this plan and the spirit and intent of law, regulations, etc. are met.
 - (2) Advising, assisting, and disseminating information/guidance to the Civilian Personnel Advisory Center (CPAC) pertaining to recruitment strategies, appropriate areas of consideration, supervisory and Employee responsibilities and regulatory requirements.
 - (3) Preparing merit promotion vacancy announcements and the electronic distribution of the announcements.
 - (4) Rating and ranking applications.
 - (5) Issuing referral lists to the Selecting Officials with copies furnished to the servicing CPAC.
 - (6) Posting applicant eligibility and referral status.
 - (7) Validating selections in accordance with law, rule and regulation.
 - (8) Providing information and data in response to inquiries.
 - (9) Maintaining accurate and current records.
- b. The CPAC is responsible for:
 - (1) Assisting the servicing CPOC in providing information on the merit promotion and placement program to the CERDEC workforce.
 - (2) Assisting and advising managers on recruitment strategies, determination of areas of consideration and development of crediting plans/job search plans and determining conditions of employment.

- (3) Ensuring that selections are properly documented on referral lists.
 - (4) Ensuring that the CERDEC internal personnel support employees are provided with copies of referral lists.
 - (5) Making tentative job offers and coordinating effective dates with the servicing CPOC.
 - (6) Confirming final job offers with the servicing CPOC and the CERDEC internal personnel support employee.
 - (7) Responding to inquiries from applicants, managers, EEO officials, Union officials, and other appropriate parties, either directly or by requesting appropriate information or data from the servicing CPOC.
 - (8) Arranging and conducting panels when necessary.
 - (9) Obtaining necessary reviews of the selection by the EEO Office when necessary under the governing affirmative action policy.
- c. The Employer is responsible for:
- (1) Communicating the provisions of this plan to Employees.
 - (2) Anticipating personnel requirements and initiating appropriate action on a timely basis.
 - (3) Reviewing and monitoring selection procedures to ensure compliance with the provisions of this plan and the spirit and intent of law, regulations, etc. are met.
 - (4) Assisting Employees in applying for vacancies and, upon Notice from Employees, submit self-nomination for positions advertised through Merit Promotion during periods of legitimate absence.
 - (5) Developing recruitment strategies and identifying appropriate areas of consideration, with the assistance of the CPAC/CPOC.
 - (6) Developing crediting plans/or approving and providing input to job search criteria, with the assistance of the CPAC or CPOC, as necessary.
 - (7) Obtaining any necessary organizational approvals for recruitment actions.
 - (8) Promptly making and documenting selections from referral lists and returning documented lists to the CPAC.
 - (9) Exercising particular care in the assignment of new or changed duties. Requesting advice and assistance from the CPAC when planning new assignments, training, or details.
- d. Employees are responsible for:
- (1) Carefully reviewing vacancy announcements prior to applying for a promotion to determine whether or not the individual meets the specific requirements for the position.
 - (2) Seeking advice and assistance from their supervisors, CERDEC internal personnel support employee and CPAC representatives on the provisions of this plan, preparation of application materials, and self-development opportunities.
 - (3) Providing information and forms requested on vacancy announcements/advertisements and ensuring that applications and/or resumes are accurate.
 - (4) Providing Notice to their supervisors to self-nominate them for positions that are advertised through Merit Promotion during periods of legitimate absence.
 - (5) Checking the status of referrals/non-referrals via the Applicant Notification System Web-Enabled Response (ANSWER) or similar automated system.
- e. The EEO Officer, in coordination and consultation with the Employer is responsible for:
- (1) Developing, executing, and assessing programs designed to support affirmative action in the workplace.

- (2) Reviewing and monitoring selection procedures to ensure compliance with the spirit and intent of affirmative action program goals and objectives.
- (3) Advising in the development of recruitment strategies to ensure support of affirmative action goals and objectives.
- (4) Consulting with the CPAC on the provisions and applications of this plan.

7. LOCATING CANDIDATES.

- a. Areas of Consideration. The area of consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates, taking into the account the nature and level of the position to be filled, merit principles, EEO affirmative action goals and objectives and applicable regulations, and Federal Register Notices. The area of consideration will be identified in the merit promotion vacancy announcement.
 - (1) As a minimum, the area of consideration will include the activity or major organizational segment where the vacancy is located plus applications received by the closing date of the announcement from Department of Army employee with competitive status who are outside the minimum area of consideration.
 - (2) To the maximum extent practical, immediately appointable family members who are relocating to accompany DA military and civilian sponsors and candidates eligible for special non-competitive appointments (for example, VRA, severely disabled, disabled veterans) should be considered for competitive service jobs in accordance with special appointing authorities.
 - (3) The area of consideration may be expanded beyond the minimum area at any time in the recruitment process.
- b. Application procedures will be described in job application kits and merit promotion vacancy announcements.
- c. For positions filled using the automated, skill-based rating and referral system, job announcements will normally include the following:
 - (1) Job announcement number, opening and closing dates.
 - (2) Position title/series/grade/pay band level (to include full performance level, if appropriate), organization and location.
 - (3) Information on who may apply [Area of Consideration (AOC)].
 - (4) A brief summary of the job duties.
 - (5) A statement of the qualification requirements for the position to include general or specialized education requirements.
 - (6) Evaluation methods to be used.
 - (7) If the position being filled is one with known promotion potential and a subsequent career promotion from it is possible, this fact will be stated in the job announcement/advertisement.
 - (8) Identification of any special requirements.
 - (9) Instructions on how to apply or direction to those instructions.
 - (10) Employer's EEO Statement.

8. COMPETITIVE PROCEDURES AND CANDIDATE EVALUATION.

- a. The Servicing CPOC uses an automated, skill-based rating and referral system, for filling positions under this plan. In order to apply for positions, applicants will be required to submit a resume for processing into the automated database. Incomplete or unscannable resumes will be rejected. All resumes received, accepted, and verified will be stored in the database. To apply for positions, applicants must follow procedures identified in the job announcement. Self-nominations must be received by the closing date of the job announcement. The resumes of the Employees self-nominated will be matched against required and desirable skills criteria defined by the Selecting Official.
- b. To be eligible for promotion or placement under this plan, candidates must:

- (1) Meet all eligibility requirements and minimum qualification requirements within 90 calendar days of the closing date of the announcement/job advertisement or for open continuous announcements within 30 calendar days of the date of rating.
 - (2) Have a rating of acceptable or higher. Under demo applicants must also have a demo Total Performance Score of 21 or higher. If an Employee does not have a current performance rating, the Employee will be treated the same as an Employee with an acceptable rating as long as there is no documented evidence of unacceptable performance.
- c. Applicants who meet the minimum qualifications will be referred or non-referred based on the results of the skills search criteria. The automated functions are as follows:
- (1). A Job Search Plan, identifying job search criteria (required and desired skills), is completed by the selecting official and submitted through the CPAC to the Servicing CPOC.
 - (2). The Servicing CPOC enters the job search criteria into the automated system.
 - (3). The Servicing CPOC creates and distributes the vacancy announcement. Vacancy announcements will be open a minimum of five (5) working days, excluding the opening date, unless otherwise stipulated in the vacancy announcement. All vacancy announcements will appear on the Army Civilian Personnel On-Line website at <http://www.cpol.army.mil>.
 - (4). Applicants resumes will be matched against the required and desired skills criteria. The Servicing CPOC will check resumes for basic qualifications, time-in-grade (where applicable), and any other unique position requirements.
 - (5). Applicants matching the required and desirable skills criteria are considered Best Qualified and referred in alphabetical order. The Referral List, along with resumes, is provided to the Selecting Official. The resumes of employees who submitted a self-nomination but were not referred will be forwarded to the servicing CPAC for verification of qualifications.
- b. If an automated rating and referral system is not used, alternative methods will be employed subject to mutual agreement with the appropriate Union.

9. SELECTION PROCEDURES.

- a. As part of the selection process, Selecting Officials will consider their locally approved AAP and review all applications referred. Selecting official will have the option of interviewing any, all, or none of the available candidates. When interviewing candidates, Selecting Officials will develop a standard set of job related non-discriminatory questions. These questions will provide the framework and structure of the interview. Questions should be kept constant for each candidate, although follow-up questions may be asked pursuing the same lines to ensure an adequate sampling of information.
- b. The Selecting Official may select or not select from among a group of best-qualified candidates referred for selection consideration. Selections will be based solely on job-related criteria and the reasons for selection will be documented. In no instance will selections be deferred or delayed to circumvent the requirements of this plan and the merit promotion principles.
- c. Selecting Officials have the right to consider and/or select from any appropriate source to include: re-employment priority lists; reinstatement, transfer, handicapped, VRA eligibles; or those within reach on an appropriate OPM/Delegated Examining Unit certificate.
- d. A merit promotion referral list may be used for up to 90 calendar days after the closing date of the vacancy announcement to fill similar positions. Referral lists may be used throughout CERDEC for positions with similar job search criteria.
- e. Selecting Officials should maintain records that document their selection. Selection must be based on job-related factors and reasons annotated on the Referral List.
- f. The CPAC will notify selected candidates, make offers, and propose the effective dates of promotions and position changes. Personnel actions for Employees meeting all qualifications will be effective no later than the beginning of the second pay-period after acceptance of the offer. Release dates for selectees entering on duty from non-serviced organizations or who are non-bargaining unit members will be negotiated between the servicing CPAC and selectees' personnel office, and coordinated with the CERDEC servicing Management Analysts.

10. RECORDS.

- a. Placement records will be subject to review by internal evaluation methods and by higher authority. Records and other applicable regulations will be used to document all placement actions and will be maintained consistent with regulatory guidelines.
- b. Sufficient documentation will be available within the placement records to provide a clear audit trail and permit a complete reconstruction of any action under this plan.

11. CORRECTIVE ACTIONS. Appropriate corrective action required as a result of the procedural, regulatory, or program violation of this plan will be accomplished in accordance with relevant sections of Title 5 and Title 7, United States Code, the Code of Federal Regulations (CFR), and applicable negotiated agreements.

12. GRIEVANCES AND EEO COMPLAINTS.

- a. Any Employee who believes there was a violation of this Merit Promotion Plan can file a grievance using the applicable negotiated grievance procedures (NGP) in Article 26. The Employer, the CPAC, and the Servicing CPOC will make every effort to informally resolve such matters.
- b. Allegations of discrimination will be considered under relevant provisions of the Equal Employment Opportunity program.

13. UNION PARTICIPATION. The Parties will have full access to all regulations pertaining to Merit Promotion and also copies of documents pertaining to promotions within the Bargaining Unit based upon a particularized need. The Employer and the Union will cooperate fully regarding all communications involving this program. The Union will support the provisions of this plan and assist employees as necessary to carry out their responsibilities as outlined in this Appendix.

14. ORDER OF CONSIDERATION. During the recruitment process, the Selecting Official may be advised by the servicing CPAC/CPOC that there are individuals who are entitled to special or “priority” consideration for the vacancy. In some cases, the individual is entitled to be placed in the vacant position; in other cases the entitlement falls short of a mandated placement because the Selecting Official has other options available to fill the vacancy. The nature of the special consideration will depend upon the program involved which is determined by the servicing CPOC. Additional information is available at the Army Civilian Personnel On-Line website at <http://www.cpol.army.mil>.

APPENDIX C

CERDEC

ALTERNATIVE DISPUTE RESOLUTION

**APPENDIX C
ALTERNATIVE DISPUTE RESOLUTION**

I. THIRD PARTY REVIEW

1. Once the Mediator has been named in accordance with the procedures outlined in Article 27, Section 3.a. of the CBA, the Third Party Review process will begin. The role of the Mediator is explained on page C-4 of this Appendix. The opinions of the Mediator, hereinafter referred to as the "Decision," will be accepted as final and binding by both Parties. If the Union is the Grievant, the terms Employee Representative and Employee do not apply.

2. The decision hearing will consist of the Union or Employee Representatives, Employer Representatives, Grievant, Management Official, witnesses, and the Mediator.

3. Timeliness Hearing.

(1) For matters regarding the timeliness issue, the Mediator will convene the pre-hearing and decision hearing in accordance with the procedures outlined in paragraph 4 below to determine whether the grievance was filed in a timely manner.

(2) If the Mediator's decision is that the grievance was filed in a timely manner, the grievance will be processed in accordance with Article 26, Negotiated Grievance Procedures.

(3) If the Mediator's decision is that the grievance was not filed in a timely manner, the Mediator's decision is final and the matter is closed.

4. Pre-Hearing/Decision Hearing

a. Pre-Hearing Meeting. The Mediator will conduct a Pre-Hearing meeting with the Representatives at least fifteen (15) calendar days prior to the Decision hearing. During this meeting each party will submit proposed issues, documentation and witness lists, to include offers of proof (a brief statement of expected testimony), (one copy of all documents submitted by each Party will be provided to the Mediator and two copies to the other Party). The Mediator will utilize this meeting to define issues, review/approve all documents and witness lists, and explore a possible settlement. No change will be made to issues/documents/witness lists following the Pre-Hearing meeting. Each Party is responsible for indexing and tabbing their own documentation approved by the Mediator in preparation for the Decision Hearing (see Paragraph 3.b immediately below). The Mediator will resolve any disagreement(s) during the Pre-Hearing meeting and establish/confirm the date for the Decision Hearing.

b. Decision Hearing. No new issues, documents, or witnesses can be introduced during the Decision Hearing that were not previously approved at the Pre-Hearing meeting, without the mutual written consent of both Representatives. If the Parties do not agree the Mediator will adjudicate which issues, documents or witnesses can be introduced. This hearing will last no longer than 1 day, unless the Mediator determines otherwise.

5. As a minimum, in addition to the Employee's written grievance and Steps 1 and 2 grievance decisions, Employer's documentation packet will include:

- a. For disciplinary and adverse actions, a copy of the Proposal Memorandum and the Employee's written response, if any; and Decision Memorandum and the materials relied upon to take the action.
- b. For performance-based actions a copy of the Performance Improvement Plan (PIP), the performance plan and appraisal, the Proposal Memorandum and the Employee's written response, if any; and Decision Memorandum and the materials relied upon to take the action.
- c. For performance appraisal grievances, a copy of the performance plan and appraisal.
- d. A copy of the applicable articles of the CBA between the Union and Employer.
- e. A copy of the Employee's Position Description.
- f. For all other grievable matters, a copy of any additional pertinent documents.

6. The Representatives of the Employer and the Employee will notify any witnesses to be available at the specified time and date.

7. The Mediator is to determine if the Employee's grievance has merit and make a final decision regarding the grievance. The Employee bears the ultimate burden to establish that the grievance merits the relief that is being sought. The Mediator's decision will be to deny, grant, or mitigate the relief. The Mediator can arrive at an alternate solution that has not been requested by the Employee, but he/she cannot rewrite or change regulatory guidance or policy.

8. The Mediator will preside when the Decision Hearing is convened. The Employee and Employer Representatives, respectively, may give an opening statement. If the Union is not representing the Employee, the Union may observe, but will not actively participate. If the Labor Relations Specialist is not representing the Employer, the Labor Relations Specialist may observe, but will not actively participate. The Mediator may convene ex parte discussions with any person involved in the hearing at his/her discretion.

a. FOR PERFORMANCE APPRAISAL GRIEVANCES AND OTHER GRIEVABLE MATTERS, the Employee's Representative presents his/her case first and states the relief being sought. The Employer Representative then presents his/her case. As each side presents their case, they must be prepared to offer proof to substantiate their position. The Employee's Representative begins questioning his/her witnesses followed by the Employer's Representative. The Employer Representative begins the questioning of his/her witnesses, followed by the Employee's Representative. If witnesses are not available at the time of the hearing either in person or telephonically, the hearing proceeds and the decision is based on the information presented. The Mediator may ask questions at any time.

b. FOR DISCIPLINARY, ADVERSE, AND PERFORMANCE-BASED ACTIONS, the Employer Representative presents his/her case first. The Employee's Representative then presents his/her case and states the relief being sought. As each side presents their case, they must be prepared to offer proof to substantiate their position. The Employer Representative begins questioning his/her witnesses, followed by the Employee's Representative. The Employee's Representative begins the questioning of his/her witnesses, followed by the Employer's Representative. If witnesses are not available at the time of the hearing either in person or telephonically, the hearing proceeds and the decision is based on the information presented. The Mediator may ask questions at any time.

9. After all information has been presented, the two Representatives may give a closing statement in accordance with the order of precedence stated above. The Mediator will then adjourn the meeting to make a final decision. Unless otherwise agreed to by both Parties, the Mediator's decision will be announced during the Decision Hearing as follows:

a. FOR PERFORMANCE APPRAISAL GRIEVANCES: "It is my opinion as Mediator that the relief be denied," or, "It is my opinion as Mediator that relief be granted." Changes will be documented on the appropriate forms and processed within 30 days from the date of the decision.

b. FOR DISCIPLINARY ACTIONS: "It is my opinion as Mediator that the grievance does not have merit, and the relief be denied," or "It is my opinion as Mediator that the grievance has merit, and the relief be granted," or "It is my opinion as Mediator that grievance does have merit, but the penalty is to be mitigated to XXX."

c. FOR OTHER GRIEVABLE MATTERS: "It is my opinion as Mediator that the grievance does not have merit, and the relief be denied," or "It is my opinion as Mediator that the grievance has merit, and the relief be granted." or "It is my opinion as Mediator that grievance does have merit, but relief is modified as follows."

d. FOR GRIEVANCES REGARDING TIMELINESS: "It is my opinion as Mediator that the grievance was not filed in a timely manner," or "It is my opinion as Mediator that the grievance was filed in a timely manner, and that the grievance should be processed in accordance with Article 26, Negotiated Grievance Procedure of Collective Bargaining Agreement.

10. The servicing CPAC Human Resources Specialist will prepare a Memorandum for Record documenting the procedures and the final decision. A sample of this MFR is contained on page C-5 of this Appendix.

11. The decision of the Mediator is final and binding on both Parties.

II. ROLE OF THE MEDIATOR

The Mediator may convene ex parte discussions with any person involved in the hearing at his/her discretion. Questions concerning procedural/technical guidance will be directed to the Employer and Employee Representatives jointly. At least fifteen (15) calendar days prior to the Decision Hearing, the Mediator will conduct a Pre-Hearing meeting with the Employer and Employee Representatives and approve the issues, documents, and witnesses submitted by the Parties and explore settlement.

Just prior to the start of the Decision Hearing, the Mediator will offer the Parties a final opportunity for settlement. If settlement is not reached, the Decision Hearing will begin with the Mediator confirming that the Employer and Employee Representatives have reviewed the complete package of information provided. At the Decision Hearing, the Mediator will:

- Provide specific direction to both Parties if a dispute arises over procedural or substantive issues. Any debate/discussion between the Employer and Employee Representatives and the Mediator will be held outside the presence of any witnesses.
- Exclude any witnesses or documentation that are not relevant to the proceedings.
- Rule on any objections raised by either Party.
- Keep the proceeding focused and follow the order of questioning.
- Prevent anyone from dominating the proceeding or badgering a witness.
- Rule on the relevance of testimony presented or questions asked.
- Excuse anyone from the proceeding that engages in rude, disrespectful, or disorderly conduct.
- Adjourn the hearing following final testimony to make a decision.
- Announce the final decision.

SAMPLE MEMORANDUM FOR RECORD

Date

MEMORANDUM FOR RECORD

SUBJECT: Grievance Proceeding (Name of Employee)

1. A Hearing was convened on (date) to review the issues presented by (Name of Employee) on a grievance involving (a performance appraisal/disciplinary action). The Employee’s relief was stated as (state the relief).

2. An oral opinion was announced by the mediator (insert name).

a. FOR PERFORMANCE APPRAISAL GRIEVANCES: “It is my opinion as Mediator that the relief be denied,” or, “It is my opinion as Mediator that relief be granted.” Changes will be documented on the appropriate forms and processed within 30 days from the date of the decision.

b. FOR DISCIPLINARY ACTIONS: “It is my opinion as Mediator that the grievance does not have merit, and the relief be denied,” or “It is my opinion as Mediator that the grievance has merit, and the relief be granted,” or “It is my opinion as Mediator that grievance does have merit, but the penalty is to be mitigated to XXX.”

c. FOR OTHER GRIEVABLE MATTERS: “It is my opinion as Mediator that the grievance does not have merit, and the relief be denied,” or “It is my opinion as Mediator that the grievance has merit, and the relief be granted.” or “It is my opinion as Mediator that grievance does have merit, but relief is modified as follows.”

d. FOR GRIEVANCES REGARDING TIMELINESS: “It is my opinion as Mediator that the grievance was not filed in a timely manner,” or “It is my opinion as Mediator that the grievance was filed in a timely manner, and that the grievance should processed in accordance with Article 26, Negotiated Grievance Procedure of the Collective Bargaining Agreement.

3. The Parties have agreed to accept the Mediator’s opinion as final and binding on both Parties. The Employee and Employer have been informed of the opinion and advised that neither Party may request a further review of the same grievance under another grievance procedure.

4. Management will initiate action within two weeks to implement this decision. Management will take all actions within its control to ensure that payment, as appropriate, is issued within 60 days of this decision.

EMPLOYEE NAME/SIGNATURE

EMPLOYEE REPRESENTATIVE NAME/SIGNATURE

EMPLOYER REPRESENTATIVE NAME/SIGNATURE

APPENDIX D

CERDEC

ALTERNATIVE DISCIPLINE AGREEMENT

APPENDIX D

**ALTERNATIVE DISCIPLINE AGREEMENT
(ADA)**

I, (*employee's name*), voluntarily elect to accept corrective disciplinary action for the offense specified below under the Alternative Discipline Agreement (ADA).

DESCRIPTION OF OFFENSE: (offense will be described)

By accepting discipline under ADA, I willingly admit to the offense. I fully understand and realize that a XX-day suspension without pay would have been imposed had I not elected to accept ADA.

I agree that this action is considered my ____ offense in accordance with the Department of the Army Table of Penalties for Various Offenses.

I am committed to improving my future conduct; however, I understand that I will be dealt with more harshly for any further misconduct and/or wrongdoing in accordance with progressive discipline.

I understand that this agreement will remain in my Official Personnel Folder (OPF) for three (3) years and may be relied upon to support future disciplinary action if required. I further understand that after 3 years the ADA will be removed from my OPF, but may be retained in other files.

I understand that my choice to participate in ADA as stated above is voluntary and I fully agree with the terms of this agreement. I know and understand that if I had not signed this agreement and had been suspended without pay, I would have had appeal/grievance rights with respect to the charge and penalty described above. I fully understand that my election to sign this agreement waives my right to appeal or grieve the XX day suspension that would have been imposed.

I understand that I will have three (3) full calendar days, not counting the day that I have received this, to consider whether I want to sign this agreement, accepting Alternative Discipline in lieu of the XX day suspension.

I understand that I am entitled to representation in this matter. I understand that I am represented by NFFE Federal District 1, Local 476, and therefore entitled to representation in accordance with the Negotiated Contract between the United States Army Communications Electronics Research & Development Center and the National Federation of Federal Employees Federal District 1, Local 476, IAMAW, AFL-CIO. Should I wish to, I may contact NFFE for assistance via mail to P.O. Box 120, Fort Monmouth, New Jersey 07703; or via telephone at (732) 532-6770; or via FAX at (732) 427-8020, or via E-mail at NFFE476@conus.army.mil .

I am committed to improving my future conduct.

EMPLOYEE'S SIGNATURE

DATE

SUPERVISOR'S SIGNATURE

DATE

REPRESENTATIVE'S SIGNATURE

DATE

CPAC HR SPECIALIST'S SIGNATURE

DATE

APPENDIX E

CERDEC

ALTERNATIVE WORK SCHEDULE

PROGRAM

APPENDIX E

ALTERNATIVE WORK SCHEDULE PROGRAM
APPENDIX E

ALTERNATIVE WORK SCHEDULE
(AWS)

	Paragraph
Purpose.....	1
Scope.....	2
Policies.....	3
Definitions.....	4
Procedures.....	5
Alternative Work Schedule Program.....	6
Administrative Procedures.....	7
Individual Responsibility.....	8
Abuse.....	9

- Appendix E-1: Work Schedule Change Request
- Appendix E-2: Master Work Schedule
- Appendix E-3: Alternative Work Schedule (AWS) Revision
- Appendix E-4: Time and Attendance Record

1. Purpose: This memorandum establishes policy, assigns responsibilities and prescribes procedures for the operation of CERDEC under the Alternative Work Schedule (AWS) Program.
2. Scope: This memorandum applies to all CERDEC civilian employees who are part of the Fort Monmouth Bargaining unit. Matrix support should continue to follow the work schedule guidance of the parent organization.
3. Policies:
 - a. The objective for implementation of an AWS program within CERDEC is to fully support mission accomplishment while improving the efficiency and productivity of operations, enhancing personnel recruitment and retention, reducing absenteeism, decreasing overtime expenses, fostering energy conservation through reduction of commuter traffic, and furthering employee job satisfaction and morale by improving the quality of work life.
 - b. The AWS program does not alter other regulations concerning the utilization of leave and compensatory time nor the rights of supervisors or employees.
 - c. Use of the AWS program must not disrupt the operation nor impede successful accomplishment of the CERDEC mission, i.e., the working hours of each employee must meet the needs of the mission of the organization.
 - d. If the CERDEC finds that a particular AWS program has an adverse mission impact, the CERDEC may discontinue the particular AWS program after notifying the Union.
 - e. This policy establishes core hours that must be worked by all Employees (unless on approved leave) for the completion of the mission and a requirement for Employee-Supervisor agreement on work schedules.
 - f. Management will be responsible for determining whether any part of their organization is being substantially disrupted in carrying out its functions or incurring additional costs because of participation, management may restrict or exclude employees from participation in the program.

4. Definitions:
 - a. Alternative Work Schedules (AWS). An arranged tour of duty that varies from the official duty hours and includes both flexible work schedules, compressed work schedules and credit hours.

b. Basic Work Week: An approved 40-hour workweek comprised of five 8-hour workdays plus a lunch period. For purposes of CERDEC, a standard 40-hour workweek will normally be 0800-1630 with a 30 minute lunch period.

c. Part Time Employees: Employees who have an established 16-32 hour work requirement per biweekly pay period .

d. Full Time Employees: Employees who have an established 80-hour work requirement per biweekly pay period.

e. Core Time: That period of the workday during which all personnel must be present for duty unless otherwise in an approved leave or excused absence status. For purposes of CERDEC, core time will be 0930-1500 hours with a minimum 30 minute lunch period.

f. Credit Hours: The hours within the alternative work schedule an employee elects to work, with supervisory concurrence, in excess of the basic work requirements so as to vary the length of a workday or workweek.

g. Flexible Work Schedules (FWS): A schedule that includes core hours and days when an employee must be present for work and designated hours during which an employee may elect to work to complete the basic (non-overtime) work requirement. For purposes of CERDEC, the FWS workweek consists of 5 workdays, 8 hours a day, with arrival hours between 0600-0900 and departure hours between 1500-1800. Day-to-day variations in the FWS will be requested in advance and approved by the employee's supervisor.

h. Compressed Work Schedule (CWS): A fixed work schedule, which fulfills the basic 80-hour work requirement within either 8/9 workdays. The CWS arrival hours will be fixed between 0600-0900 and departure hours between 1500-1800. No day-to-day variation of arrival or departure time is authorized under the CWS program.

5. Procedures:

a. Bargaining unit Employees will be afforded the opportunity to select and participate in the CERDEC AWS program on a voluntary basis. A fair and reasonable effort will be made to accommodate each individual request. All full-time civilian personnel shall complete and submit a Work Schedule Request form (Appendix E-1) to their supervisor. If a Work Schedule Request form is not received, supervisors will assume a standard workweek with hours of 0800-1630 for the employee. Upon approval, by the supervisor, all Work Schedule Change Request forms shall be forwarded to the appropriate timekeeper. For new employees, or to change a previously approved work schedule, a new Work Schedule Change Request form must be submitted to and approved by the supervisor and forwarded to the timekeeper.

b. Appendix E-2 provides the Master Work Schedule form, indicating the required data and format. A Master Work Schedule form shall be maintained by each office.

c. It may be necessary, because of the nature of the work performed, to require certain individuals of organizational elements to remain on the basic workweek; that is, 8 hours a day, 5 days a week. Accordingly, authority is delegated to supervisors to determine the extent, if any, to which individuals within their office will be required to remain on the basic workweek. All employees requesting to participate in the AWS program will be notified in writing by their supervisor of the reasons the request is being denied. Further, if determined to be necessary for operational reasons, the supervisor may temporarily suspend or permanently terminate participation in the program and assign the employee to a basic 5-day workweek. The action to temporarily or permanently change the work schedule must be explained to the employee and will be provided in writing using Appendix E-3.

d. If a mission need arises that requires the employee to work either part or all of their day off, the supervisor and employee will document in writing an arrangement to reschedule the employee's day off.

6. Alternative Work Schedule Program:

a. The following Alternative Work Schedule Programs are available for all CERDEC civilian employee participation.

(1) Flexible Work Schedule: A biweekly work schedule which consists of ten 8-hour workdays plus a minimum of 30 minute lunch period. Employees participating in this program, in coordination with and the approval of their supervisors, will select a beginning work time within the approved flexible times of 0600-0900 hours and a departure time between 1500-1800.

(2) **CWS:** An 80-hour biweekly work schedule compressed into 8/9 days. The Four Day Work Week would consist of 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period, plus a lunch period of a minimum of 30 minutes, and two scheduled regular days off (RDO). The RDO will be scheduled as the employee chooses, with the approval of the supervisor. (See Four Day Work Week chart below). The 5/4-9 Compressed Plan would be a biweekly work schedule consisting of eight 9-hour days plus a lunch period of a minimum of 30 minutes, one 8-hour day plus a lunch period of a minimum of 30 minutes and one scheduled regular day off (RDO) (See 5/4-9 Compressed Plan Chart below). Employees participating in this program, with the approval of their supervisors, will select a beginning work time within the approved flexible times of 0600-0900 hours and a departure time between 1500-1800. In the 5/4-9 Compressed Plan the 8-hour work day and the RDO will be scheduled as the employee chooses, with approval of the supervisor.

FOUR-DAY WORK WEEK CHART	5/4-9 COMPRESSED PLAN CHART
<p><u>Basic Work Requirement</u></p> <p>A full-time employee must work 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period. Management determines the number of hours a part-time employee must work in a 4-day workweek and the number of hours in a biweekly pay period.</p>	<p><u>Basic Work Requirement</u></p> <p>A full-time employee work eight-9 hour days and one 8-hour day for a total of 80 hours in a biweekly pay period. Management determines the number of hours a part-time employee must work in a 9-day biweekly pay period.</p>
<p><u>Tour of Duty</u></p> <p>The “tour of duty” is limited to eight 10-hour days in a biweekly pay period.</p>	<p><u>Tour of Duty</u></p> <p>The “tour of duty” is 9 workdays in a biweekly pay period.</p>
<p><u>Overtime Work</u></p> <p>Overtime work is work ordered or approved in advance by management and is in excess of the compressed work schedule’s basic work requirement.</p>	<p><u>Overtime Work</u></p> <p>See FOUR-DAY WORK WEEK</p>

(3) **Credit hours:** Under AWS, an employee may elect to work credit hours in order to take time off on another day. Under CWS, credit hours may be accumulated if the employee works on their RDO. Both the additional time worked and the time to be taken off must be coordinated with and approved in advance by the employee’s supervisor. Credit hours may be earned in 30-minute increments, but will be used in one-hour increments; hours earned and taken are recorded in the timekeeping system.

7. Administrative Procedures:

a. **Timekeepers/Alternates:** Timekeepers or Alternates will maintain a schedule of work for each employee. For employees participating in the CWS Program, a Work Schedule Change Request form will be prepared and submitted to the timekeeper whenever there is a change in an employee’s schedule of duty hours. The change must be submitted one full pay period in advance of pay period when the change is to occur.

b. Leave:

(1) **Annual and Sick Leave:** The policies and procedures for requesting annual and sick leave will remain the same except the amount of leave taken for the entire day will be recorded as 8 hours for the 8-hour day and 9 hours for the 9-hour day and 10 hours for the 10-hour day.

(2) **Use or Lose:** All individuals should plan and program their leave to ensure maximum use. Supervisors are responsible for ensuring adherence to the CERDEC leave policy which requires all use or lose annual leave to be scheduled in writing at least three pay periods prior to the end of the leave year.

c. **Holiday Pay:** The policies and procedures for work required on a designated holiday will remain the same. The employee, if required to work a full shift on a holiday, is entitled to 8 hours holiday pay if the holiday falls on a scheduled 8-hour workday and 9 hours pay if the holiday falls on a scheduled 9-hour workday and 10 hours if the holiday falls on a scheduled 10-hour day.

d. Holiday: When a designated holiday falls on a full-time employee's scheduled non-workday, the following rules apply when determining "in lieu of" holidays, unless the supervisor and employee make other arrangements to reschedule the employee's day off.

(1) Non-workday other than Monday. If a holiday falls on a scheduled non-workday of the employee, the employee's preceding workday will be designated the "in lieu of" holiday.

(2) Monday non-workday. If a holiday falls on the Monday non-workday of an employee, the subsequent workday will be the employee's designated "in lieu of" holiday.

e. Excused Absence: Excused absence from duty may be administratively authorized without loss of pay and without charge to leave; for example, the installation is closed due to inclement weather. If such absence is authorized during an Employee's regular day off, employees will not be given equivalent time off at a later date.

f. Court Leave: Supervisors will determine on a case-by-case basis whether an Employee will remain on CWS or convert to the basic workweek while on court leave. The following procedures shall apply:

(1) An Employee who is under summons from a court to serve on a jury will be placed on the basic work week and will continue to work that schedule for the entire pay period.

(2) An Employee who is not ordered or subpoenaed to testify (they are testifying voluntarily); or who is summoned as a witness in a judicial proceeding to testify in a non-official capacity in lawsuits where the Government is not a party, must use leave to do so. The Employee may continue to work his or her CWS.

g. Military Leave: An Employee who is a member of the National Guard or Armed Forces Reserve must convert to the basic workweek for the pay period(s) while on military leave.

h. Travel and Training: If working a CWS is not feasible during training or TDY, Employees should revert to a traditional 5-day, 8-hour schedule for that period(s). Supervisors will determine on a case-by-case basis whether an Employee will remain on CWS or convert to the basic workweek while in TDY or training status.

i. Overtime: For Employees on CWS, work performed in excess of the Employee's established compressed work schedule in a biweekly pay period is overtime work. The Employee is entitled to compensatory time or overtime pay, as appropriate. For example, an Employee who must work on his/her regular day off should have his/her day off rescheduled within the pay period. If this is not possible, the Employee shall receive compensatory time overtime pay, or credit hours as appropriate, for hours worked that day. For Employees on FWS, overtime hours are all hours of work that are officially ordered in advance by management and in excess of 8 hours in a day or 40 hours in a week.

j. Credit hours will be accumulated and used as follows:

(1) Accumulation:

(a) A full-time Employee may accumulate up to twenty-four (24) hours for carry over from one biweekly pay period to the next. Hours in excess of twenty (24) will be forfeited.

(b) A part-time Employee may accumulate up to one fourth of the hours scheduled in his or her biweekly basic work requirement. For example, if a part-time Employee has a biweekly basic work requirement of forty-eight (48) hours, he or she may carry over a maximum of twelve (12) credit hours.

(c) Credit hours may be accumulated in thirty (30) minute increments but may only be taken in one (1) hour increments.

(2) Credit hours are non-overtime work in the biweekly pay period in which they are worked. The Employee receives no additional pay for credit hours and such hours are officially credited to his or her account in the timekeeping system.

(3) Credit hours are considered part of the basic work requirement (non-overtime work) in the biweekly pay period in which they are used.

(4) An Employee is entitled to his or her basic rate of pay for credit hours. Credit hours will not be used by an Employee to increase his or her entitlement to overtime pay.

(5) An Employee will not be paid Sunday pay or Holiday pay for credit hours.

(6) Credit hours must be used within the current leave year.

(7) Credit hours cannot be used before they are earned.

(8) Employees who leave the CERDEC on a permanent basis are required to use their balance of credit hours while employed by the CERDEC, or they will be forfeited.

8. Individual Responsibility: The AWS program allows individuals a measure of personal control over working hours. This new freedom is accompanied by a high degree of responsibility. Maximum cooperation between personnel and supervisors must be exhibited to make sure AWS is an effective and beneficial program to both management and the employee. Employees will use the Time and Attendance Record at Appendix E-4 to report their time to their timekeepers on a bi-weekly basis.

9. Abuse: Any employee failing to comply with the AWS program, abusing AWS privileges, or falsifying time and attendance records will be prohibited from participating in the AWS program and subject to further administrative action. If an Employee's performance is determined to be inadequate, his/her participation in the AWS program may be temporarily suspended or permanently terminated.

WORK SCHEDULE CHANGE REQUEST

Name: _____

Org Code: _____

Effective Date: _____

Selections. (Choose one.)

Standard 40-hour work week of (0800-1630) (If schedule is not 0800-1630, specify start and end time).

FWS - Complete start and end times for each workday.

CWS – If applying for the 5/4-9 Compressed Plan complete start and end times for each 9-hour workday and the 8-hour workday. Also indicate scheduled day-off with "RDO" in the appropriate block. If applying for the Four Day Work Week complete start and end times for each 10-hour workday. Also indicate scheduled day-off with "RDO" in the appropriate box.

Week One	1 st Sun	1 st Mon	1 st Tue	1 st Wed	1 st Thurs	1 st Fri	1 st Sat
Start Time:							
End Time:							
Week Two	2 nd Sun	2 nd Mon	2 nd Tues	2 nd Wed	2 nd Thurs	2 nd Fri	2 nd Sat
Start Time:							
End Time:							

I have read and understand the information contained in the CERDEC AWS program policy and agree to comply with the provisions described within. I understand that approval of the modified scheduled hours is subject to mission requirements and efficient office operations and may be changed subject to the approval of the supervisor.

Employee Signature

Date

Supervisor Signature

Date

FROM:

TO:

SUBJECT: ALTERNATIVE WORK SCHEDULE (AWS) REVISION

For the pay period beginning _____ through _____, your participation in the Alternative Work Schedule (AWS) program must be temporarily (permanently) withdrawn due to the following reason:

Check one and provide a brief explanation in the space provided below.

- Mission Requirements
- Travel
- Training
- Court Leave
- Military Leave
- Other _____

Your participation in the AWS Program will be reinstated as of _____.

Supervisor Signature

Date

TIME AND ATTENDANCE RECORD							PAY PERIOD (Beginning - Ending)			
NAME (Last, First)			ORGANIZATION (Includes Office Symbol)				Credit Hours from Preceding Pay Period (No. of Hours)			
DAY OF WEEK	DATE	PAID/COMP OT OR PAID HOLIDAY HRS WORKED (Identify Type)	HOURS ABSENT OTHER THAN CREDIT HOURS		DAILY ATTENDANCE		REGULAR PAY HOURS WORKED BETWEEN 0600 & 1800 HOURS	TOTAL NON-PREMIUM PAY HOURS (5 + 8)	CREDIT HOURS (+) EARNED (-) USED	CREDIT HOURS BALANCE
			UNPAID (LWOP/AWOL - Identify)	PAID (Identify)	ARRIVAL TIME	DEPART TIME				
1	2	3	4	5	6	7	8*	9	10**	11***
SUN										
MON										
TUE										
WED										
THU										
FRI										
SAT										
SUN										
MON										
TUE										
WED										
THU										
FRI										
SAT										

* Regular Pay Hours Worked will be rounded downward to the complete quarter hour segment actually worked.

** If total in Col 9 is over your daily work requirement, list surplus as credit hours earned (+). If total in Col 9 is under your daily work requirement, list deficit as credit hours used (-), unless the period of absence was already charged in the unpaid absence column.

Part-time employees: Your credit hour accumulation is limited to 1/4 of the hours in your biweekly basic work requirement, which is the same limit carryover to the succeeding pay period. Excess of the maximum will be forfeited.

CREDIT HOUR BALANCE FORWARDED TO SUCCEEDING PAY PERIOD

I certify the the above time and attendance record is an accurate account of my duty for the period indicated

EMPLOYEE SIGNATURE

APPENDIX F

THIRD PARTY REPRESENTATION FORM

Agreement Between NFFE Local 476 and Grievant Concerning Third Party Representation

1. The Grievant, _____, has requested that _____ be designated as his/her representative in a grievance/arbitration to be filed concerning _____.

2. Since the Grievant may only be represented under the negotiated grievance procedure by himself/herself or NFFE Local 476, the Union agrees to designate _____ as its representative for the purpose of processing this grievance/arbitration.

3. The Union retains the sole and exclusive right to invoke arbitration.

(For NFFE Local 476)

Grievant

Date

Date

Grievant Representative/Phone/Mailing Address

Date

APPENDIX G

GRIEVANCE STEP 1 SAMPLE NOTICE

Your Office Symbol

Today's Date MMM DD YYYY

MEMORANDUM FOR Chief, (Branch Name), ATTN: Office Symbol,
(Mr./Ms. First Line Supervisor's Name)

SUBJECT: Step 1 Grievance Regarding (Short Statement Of Complaint)

1. In accordance with the National Federation of Federal Employees (NFFE) Local 476 Contract, I am filing a Step 1 Grievance as per the above subject. I believe this filing is timely as it is within 15 Calendar Days(after the matter that has given rise to the grievance occurred on MMM DD YYYY)or(after I became aware on MMM DD YYYY of the matter giving rise to the grievance)or(from the expiration date of the imposed suspension, MMM DD YYYY).(THE USE OF E-MAIL IN THIS PROCESS IS RECOMMENDED; IT WILL ASSIST YOU IN MAKING A TIMELY FILING AND WILL FACILITATE A RESPONSE FROM THE EMPLOYER)

2. **FACTS:** State the facts concerning this Step 1 Grievance. Break down into smaller subparagraphs if that presents the case in a logical sequence of events. State any opinion as to the cause, such as personal bias, union activity, allegation of poor performance or conduct, or discrimination. State any known cite of the Contract, a Regulation, or a Law, etc. that was violated. Provide any relevant document(s) as a referenced enclosure.

3. **DOCUMENTS/STATEMENTS:** State the name(s), Office Symbol(s), and phone numbers of any witnesses who are willing to testify on your behalf, and/or provide their supporting statement(s) as a referenced enclosure.

4. **RELIEF:** Specify the relief sought. Break down into smaller subparagraphs if that presents the relief in a logical sequence of events.

5. I have designated (Myself, Shop Steward or other Union Official and their phone number or a Third Party and their address, phone number, fax number, and e-mail address) as my representative in this matter. (If you have designated a Third Party as your representative (Appendix F), obtain Written Approval from NFFE Local 476 and attach a copy as a referenced enclosure) (If you have been suspended or terminated, provide home address, phone number, fax number, and e-mail address).

Office Symbol
SUBJECT:

6. I respectfully request you render your decision on this matter in accordance with the established contractual timelines. If additional time should be required, kindly provide Notice within that timeframe of the reason for the delay and when a decision will be made.

Encls

Your Name
Position Title

CF:
Union Representative
Third Party Representative

APPENDIX H

GRIEVANCE STEP 2 SAMPLE NOTICE

Your Office Symbol

Today's Date MMM DD YYYY

MEMORANDUM FOR Associate Technical Director, CERDEC, ATTN: AMSRD-CER-AD,
or Designee

**(For Demo Performance Appraisal Grievances addressee is Technical
Director, CERDEC, ATTN: AMSRD-CER-D**

SUBJECT: Step 2 Grievance Regarding (Short Statement Of Complaint)

1. In accordance with the National Federation of Federal Employees (NFFE) Local 476 Contract, I am filing a Step 2 Grievance as per the above subject. I believe this filing is timely as it is within 15 Calendar Days (of receipt of response on MMM DD YYYY to my Step 1 Grievance) or (of no receipt of a response which was due on MMM DD YYYY to my Step 1 Grievance) **(NOTE: IF YOU ARE SUSPENDED THE ABOVE TIMELINES STILL APPLY) (THE USE OF E-MAIL IN THIS PROCESS IS RECOMMENDED; IT WILL ASSIST YOU IN MAKING A TIMELY FILING AND WILL FACILITATE A RESPONSE FROM THE EMPLOYER)**
2. Attached is my Step 1 Grievance intact with all its enclosures which is referenced in its entirety as (Encl 1) to this memorandum.
3. Attached also is the response to my Step 1 Grievance intact with all its enclosures which is referenced in its entirety as (Encl 2) to this memorandum.
4. State any rebuttals to the response concerning the Step 1 Grievance. Break down into smaller subparagraphs if that presents the case in a logical sequence of events. Cite specific paragraphs for clarity. Provide any relevant document(s) supporting your rebuttal as a referenced enclosure to this memorandum, including any rebuttal statements provided by your witnesses.
5. I have designated (Myself, Shop Steward or other Union Official and their phone number or a Third Party and their address, phone number, fax number, and e-mail address) as my representative in this matter. (If you have designated a Third Party as your representative (Appendix F), obtain Written Approval from NFFE Local 476 and attach a copy as a referenced enclosure) (If you have been suspended or terminated, provide home address, phone number, fax number, and e-mail address).

Office Symbol
SUBJECT:

6. I respectfully request you render your decision on this matter in accordance with the established contractual timelines. If additional time should be required, kindly provide Notice within that timeframe of the reason for the delay and when a decision will be made.

Encls

Your Name
Position Title

CF:
Union Representative
Third Party Representative

MEMORANDUM OF AGREEMENT
BETWEEN
COMMUNICATIONS-ELECTRONICS RESEARCH DEVELOPMENT AND
ENGINEERING CENTER (CERDEC)
AND
THE NATIONAL FEDERATION OF FEDERAL EMPLOYEE LOCAL 476 (NFFE)

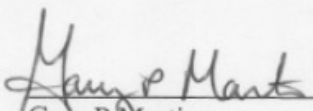
This memorandum supplements the collective bargaining agreement by setting forth the parties' understanding as to Article 32 Section 3 and clarifies the effective date of the agreement.

The negotiations of the CBA were concluded on June 11, 2007. During the staffing and review process the Field Advisory Services (FAS) disapproved specific provisions of the agreement. The parties signed a separate MOA dated July 12, 2007 to implement the provisions of the CBA which were not disapproved by the 21 June memo from FAS. The parties revised the disapproved provisions and re-submitted the agreement to FAS on July 16, 2007. FAS thereafter advised it had reviewed the revised provisions and would approve the contract provided an agreement was reached with respect to Article 32 of the agreement.

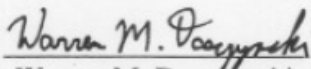
The parties hereby agree that the participation of the Union in the competitive process, as set forth in Article 32 Section 3 above, does not involve making determinations with respect to contracting out decisions. The parties agree that this union right of participation applies in a High Performance Organization (HPO), a special subset of OMB Circular A-76.

The collective bargaining agreement was executed on June 11, 2007 and disapproved by Field Advisory Services (FAS) on June 21, 2007. The parties revised the disapproved provisions and re-executed the agreement on July 16, 2007.

It is further agreed that the effective date of the collective bargaining agreement is August 3, 2007.


Gary P. Martin
Director, CERDEC

16 OCT 07
Date


Warren M. Dasczynski
President NFFE Local 476

4 OCT 2007
Date