

**LABOR - MANAGEMENT
AGREEMENT**

**UNITED STATES ARMY SIGNAL CENTER
and
AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES**

LOCAL 2017

FORT GORDON, GEORGIA

This agreement is executed by the parties on this 29th day of September 2004, and becomes effective

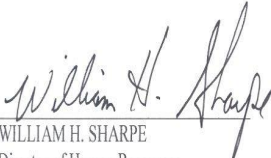
FOR THE EMPLOYER:

US ARMY SIGNAL CENTER & FORT GORDON

DWIGHT DAVID EISENHOWER AMRY
MEDICAL CENTER

US ARMY DENTAL ACTIVITY

US ARMY DENTAL LABORATORY


WILLIAM H. SHARPE
Director of Human Resources

FOR AFGE, LOCAL 2017:

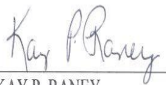

KAY P. RANEY
President, Local 2017,
American Federation of
Government Employees
(AFL-CIO)

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PREAMBLE

Pursuant to the provisions set forth in Title 5, United States Code, Section 7101 et seq., the following Articles constitute total agreement of all issues discussed by and between Local 2017, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Local or the Union, and the United States Army Signal Center and Fort Gordon; the Dwight David Eisenhower Army Medical Center; the US Army Dental Activity, and the US Army Dental Laboratory each hereinafter referred to as the Employer or Management.

ARTICLE 1 – RECOGNITION AND UNIT

SECTION 1. The Employer recognizes the Local as the exclusive representative of all eligible employees in the bargaining units, as defined in Section 2 below. Such recognition shall continue as long as the Local is the exclusive representative of the employees under the criteria set forth for exclusive recognition by the 5 USC Sec. 7103.

SECTION 2. The recognized bargaining units include, and this Agreement applies to:

- a. All nonprofessional employees of Headquarters, US Army Signal Center and Fort Gordon, the Dwight David Eisenhower Army Medical Center, the US Army Dental Activity at Fort Gordon, the **US Army Dental Laboratory** who are paid from appropriated funds.
- b. All professional employees employed by Headquarters, United States Army Signal Center and Fort Gordon with duty station at Fort Gordon, Georgia; and,
- c. All professional employees employed by the Dwight David Eisenhower Army Medical Center at Fort Gordon, Georgia.

Excluded from the bargaining units and from the covenants of this Agreement are: Non-appropriated Funds employees; intermittent employees; part-time employees; and temporary employees not serving on a career or career-conditional appointment; employees engaged in Federal personnel work in other than a purely clerical capacity; supervisors and managers as defined in 5 USC Sec.7103; United States Army Training and Doctrine Command (TRADOC) career interns; and other employees specifically excluded from the units by law or regulation.

ARTICLE 2 - GOVERNING LAWS, AND REGULATIONS AND EXECUTIVE ORDERS

SECTION 1. In the administration of all matters covered by this Agreement, the Employer, employees, and the Local are governed by existing or future laws, regulations and applicable Executive Orders of appropriate authorities and by published agency policies and regulations in existence at the time the Agreement is approved; by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities. The requirements of this Section shall apply to all

supplemental, implementing, subsidiary, or informal Agreements between the employer and the Local.

SECTION 2. In the event a provision of locally established regulations, directives, instructions, or polices issued subsequent to this Agreement is in conflict with this Agreement, the provisions of this Agreement shall govern.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties shall cooperate in promoting equal employment opportunity (EEO) for all persons. Additionally, the parties shall promote the full realization of equal employment opportunity through a positive and continuing effort to eradicate every form of prejudice or discrimination based on race, color, religion, sex, age, handicap, or national origin from personnel policies, practices, and working conditions.

SECTION 2. The Local President or his/her designated representative shall be appointed as a standing member of the Equal Employment Opportunity (EEO) Committee and any subcommittees which may be established. The committee is responsible for developing information, identifying potential trouble areas, and making recommendations to the commanders for affirmative actions to be taken to correct deficiencies. The Local will advise the committees of any outstanding problems dealing with EEO. The parties will seek solutions to such problems through personnel management procedures and programs.

SECTION 3. The Employer shall appoint Equal Employment Opportunity Counselors. The Local shall be entitled to nominate bargaining unit employees to fill counselor vacancies.

SECTION 4. The employer may appoint a Federal Women's Program Manager, as provided for in applicable regulations, who will be available to all employees. The Union President or his/her designated representative shall be on and provide input in the activities of the Federal Women's Program Committee.

SECTION 5. When any changes in the U. S. Army Signal Center and Fort Gordon Affirmative Employment Plan are made which affect bargaining unit employees, the local union will be provided notice and an opportunity to bargain.

SECTION 6. In accordance with statutes, rules, and regulations, the Employer shall process a discrimination complaint from any employee within the unit who believes that he/she has been discriminated against because of race, color, religion, sex, age, handicap, or national origin, after the employee has utilized the services of an Equal Employment Opportunity Counselor. A complainant has the right to be represented by a representative of his/her choice or to refrain from representation during any discussion with an EEO counselor or at any stage of the EEO complaint procedure.

SECTION 7. The Employer agrees to post on all official bulletin boards the EEO complaint procedures including time limits. Not later than 30 days after an informal complaint has been filed, the complainant shall be given the written procedures and time limits for filing a formal complaint (unless an extension is granted).

ARTICLE 4 - RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any manager or supervisor of the Employer—

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

b. In accordance with applicable laws—

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

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

(3) With respect to filling positions, to make selections for appointments from—

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

(b) Any other appropriate source; and

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

(5) Management will negotiate, as required by Executive Order 12871, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

SECTION 2. By this Agreement, the Employer recognizes its obligation to negotiate on the --

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

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

ARTICLE 5 - EMPLOYEE RIGHTS

SECTION 1. Each employee shall have the right to form, join or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided under 5 USC 7101 et seq., such right includes the right—

a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the head of the agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees under 5 USC 7101 et. seq.

SECTION 2. Nothing in this Agreement shall require an employee to become or remain a member of the Local or to pay money to the Local, except pursuant to a voluntary, written authorization for payment of dues through payroll deduction.

SECTION 3. Nothing in this Agreement will preclude a bargaining unit employee, as described in Article 1, Section 2, from exercising grievance or appeal rights established by law or regulations or from choosing his/her own representative in a grievance or appeal action, except when the grievance is covered under Article 34 of this Agreement.

SECTION 4. Employees shall have the right to review, upon request, their Employee Record Card, SF-7B and supervisory notes, which are used when taking performance appraisal or disciplinary action. A Union representative shall also be allowed to review the SF-7B and supervisory notes which are used when taking performance appraisal or disciplinary action when designated in writing and authorized by the employee.

SECTION 5. The union shall be given the opportunity to be represented at any investigatory examination of an employee in the unit by a representative of the employer in connection with an investigatory examination if: (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and, (2) the employee requests representation. Additionally, any time during the examination the employee may request union representation. Once the employee requests Union representation, no further examination on the matter will take place unless a representative is present. If a written record is made of the examination, the employee will be shown the record and give the opportunity to initial said record. Initialing the record only indicates the employee was shown the record, not that the employee agrees with the record. The employee will be provided a copy of the record. If the employee's selected Union representative will be unable to meet with the Employer's representative and the employee within 8 working hours (not to exceed 24 clock hours) after the employee is notified, management may require the employee to select another representative who can be available within 8 working hours.

SECTION 6. When a supervisor counsels to correct an employee for conduct or regulatory violations, and the employee reasonably believes such counseling to correct may lead to action being taken against him or her, the employee is entitled to Union representation, if requested by the employee. Also, the counseling to correct will be done in a respectful manner and in private out of hearing distance of other unit employees unless immediate action is necessary in a given situation which could endanger the safety of persons or property. Additionally, at any time during the counseling to correct session, the employee may request Union representation. Once employee requests Union representation, no further counseling to correct will take place unless the Union representative is present. Unless otherwise agreed, the employee must obtain a Union representative within 8 working hours (not to exceed 24 clock hours). If a written record is made of the counseling to correct session, the employee will be shown the written record and given an opportunity to initial the written record. Initialing the record only indicates the employee was shown the record, not that the employee agrees with the record. If the employee refuses to initial the record, such will be so stated on the record. The employee will be provided a copy of the written record. The employee may grieve the counseling to correct in accordance with the provisions of Article 34, Section 10.

ARTICLE 6 - RIGHTS AND OBLIGATIONS OF THE LOCAL

SECTION 1. The Employer recognizes the Local as the exclusive representative of the employees in the bargaining units. It shall be entitled to act for and negotiate agreements covering all employees in the units and shall be responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership. As exclusive representative, the Local 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 unit or their representatives concerning any grievance, personnel policy or practices, or other general condition of employment. Once the Union has been notified that a formal discussion will be held, the Union recognizes its right to have a representative present at those meetings if the Union so desires. Failure of the Union to appoint or have present a representative to attend a formal discussion will not be a basis for postponing or delaying a discussion with the employees.

SECTION 2. The Local shall have the right to present its views to the Employer on matters of concern to employees of the bargaining unit either orally or in writing or both; to consult, confer, and negotiate with the Employer in respect to the implementation of personnel policies and practices and matters affecting conditions of employment as required by 5 USC 7101 et. Seq., and Articles 35 and 37 of this Agreement.

SECTION 3. A Local officer or steward serving as an employee's representative, or as an advisor to an employee's representative, in a Merit Systems Protection Board (MSPB), Equal Employment Opportunity Committee (EEOC), or Office of Workers Compensation Program (OWCP) appeal hearing involving a unit employee(s) will be on official time if otherwise in a duty status. An employee's representative or advisor in a MSPB, EEOC, or OWCP appeal hearing shall request, not later than five (5) days after receipt of a hearing date, that their hours and days of work be changed, if necessary, to correspond with the time and date of the hearing. Management shall reschedule the employee's regularly scheduled administrative workweek to correspond with those days and hours. Management shall inform the employee of the change, and Management shall record the change on the employee's Time and Attendance Cards. Management does not need to take into consideration the impact this change in schedules will have on other employees who may be affected by the change to accommodate the representative or advisor.

SECTION 4. a. The Employer, upon being notified by the Local President, will recognize the officers, stewards from the unit, and business agents of the Local. The number of stewards and officers will be the minimum number required in order to assure that each employee in the unit shall have access to a steward or officer; however, such number shall not exceed a total of 70. The Local President shall furnish the Civilian Personnel Advisory Center on a semiannual basis, in writing, the names, job titles, work locations, building numbers, work phone numbers, and hours of work of those selected as officers and stewards, and the activity(ies) they service. As changes occur, the Local President shall notify the Civilian Personnel Advisory Center, in writing, of the changes in officers, stewards, and business agents. The affected activities will be advised of the changes.

b. The Employer will grant 8 hours of administrative leave during each year of the Agreement to 20 stewards and officers of the Local to attend Union-sponsored training, provided the training is primarily designed to further the interests of the Government by bettering the labor-management relationship. Additionally, 15 individuals from the unit may be selected by the Local to receive not more than 16 additional hours each of leave for Union-sponsored training which will mutually further the interest of the Government and the Union by bettering the labor-management relationship. To receive the administrative leave as stated above, the Union President shall submit a written request to the Civilian Personnel Advisory Center listing those employees to attend the training, the hours of training, and an agenda of the training to be given. The Union President will certify to the Civilian Personnel Advisory Center names of those employees who attended the Union-sponsored training.

SECTION 5. a. Officers and stewards of the Local will be permitted reasonable time during their regular working hours, without loss of pay or benefits, to carry out their authorized responsibilities as defined in this Agreement. Local officers and stewards shall request permission from their supervisor to carry out any authorized Union responsibilities. In the absence of workload requirements, the request will normally be granted. Upon entering a work area which is the responsibility of a supervisor other than his own, the Local officer or steward will obtain permission of the responsible supervisor of the employee he desires to contact and advise that supervisor of the name of the employee to be contacted, the general nature of the visit, and the estimated length of time it will take to transact his business. In the absence of workload requirements, the request will normally be granted. The Local officer or steward shall present proper identification to the supervisor. Upon conclusion of the business, the officer or steward shall promptly report back to his work site and inform the supervisor who granted the original permission to leave the work site that he has returned. When the representational duties involve meeting with a supervisor other than his own, a management official, or an employee, the representative will make a reasonable effort to assure that the supervisor, management official, or employee is available before seeking permission to leave his assigned work area. Managers or their designees will complete FG Form 6611, Supervisor's Report on Union Representatives' Use of Official Time (Appendix 1) for each absence. However, official time used by the President/Executive Vice-President may be submitted weekly showing total time used in each category. This form may be obtained from Center Publications.

b. The best interests of an effective labor-management relations program are served by allowing Union officers and stewards a reasonable amount of official time, if otherwise in a duty status, to carry out their recognized functions under this Agreement. The parties will not abuse the provision of this Section. Use of official time authorized by this Agreement does not apply to the Army-Air Force Exchange Service, non-appropriated fund activities, or to persons or positions outside of the officer's/steward's bargaining unit, etc. Any time used concerning a non-bargaining unit person(s) must be conducted on annual leave, leave without pay, or during non-duty time.

c. When contacting employees during duty hours, employees of the Local shall obtain permission from the employee's supervisor before visiting the employee in the work area using the same procedure as in Section 5.a, above, for officers and stewards.

SECTION 6. The exercising of officer or steward responsibilities without loss of pay or leave shall fall within the scope of the following functions:

a. Discussing with supervisors, management officials, and others regarding complaints or grievances of employees in his/her bargaining unit and personnel policies, practices, and working conditions of his/her bargaining unit employees.

b. Presenting grievances to management.

c. Discussing with employees matters of concern directly related to work situations, complaints, and grievances.

d. The Union Treasurer shall be allowed official time to prepare reports required by the Assistant Secretary of Labor for Labor-Management Relations. Such time shall not exceed 40 hours per year. However, not more than 16 hours will be used during any month. Time used under this Section will be requested and so recorded on FG Form 6611, item 6, as "report preparation".

SECTION 7. In order to draw a reasonable distinction between official and nonofficial activities, the Local agrees that those activities concerned solely with the internal management of the Local, including but not limited to the solicitation of membership, collecting of dues or other assessments, circulation of authorization cards or representation petitions, campaigning for local office, and distribution of literature which is internal to the local, are unofficial activities and shall not be conducted within regular working hours of the employees involved.

SECTION 8. Elected officers of the Local, consisting of the President, Executive Vice-president, Activity Vice-Presidents, Secretary-Treasurer, and Sergeant-at-Arms, shall be assigned, subject to mission requirements, and when possible, to work on the day shift during their term of office when requested by that elected officer in writing to his/her supervisor. The requested assignment to the day shift will be made unless, due to mission requirements, it is not feasible. If such a determination is made, the employee will be notified in writing of the reason(s) for denial. No more than two elected officers in EAMC who work other than the day shift, Monday through Friday, will be assigned to the day shift under the above terms. No Local steward or officer will be moved from one work shift or work location for more than five consecutive workdays without prior notification and consultation with the Local unless the steward is in a position which is rotated on a periodic basis.

SECTION 9. a. Upon written request of a local Union official, the Civilian Personnel Advisory Center will attempt to make arrangements for staff representatives of the American Federation of Government Employees, who are not employees of this installation, to meet with unit employees, supervisors or managers of the installation. The following information should be provided in this request: representative's name, nature of their visit, expected length of meeting, name of person(s) with whom they desire to meet, and their work location.

b. Unit employees shall not be in a duty status when meeting with such staff representatives unless authorized by appropriate regulations and/or authorized in this Agreement.

c. All such visits shall comply with the Employer's security regulations with respect to visitors to the activity.

SECTION 10. On a monthly basis, the Employer will furnish the Local with a list of the names, position titles, grade levels, and organizational units of all employees appointed to or separated from the bargaining unit during the preceding month.

SECTION 11. The Local President or his/her designee may serve on the Combined Federal Campaign. In no instance shall the Employer or the Local exercise pressure on any employee to participate in a fund raising program, nor will any reprisal action be taken, or insinuated, against an employee who refrains from participation. An employee shall have the right to keep his/her gift anonymous by the use of an unmarked form or envelope.

SECTION 12. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

ARTICLE 7 - DUES WITHHOLDING PRIVILEGES

SECTION 1. Dues withholding privileges will be extended to the Local throughout the period of this Agreement.

SECTION 2. Employees eligible for dues withholding are those who are employed in the bargaining unit and whose net salary after other legal and required deductions is sufficient to cover the amount of the authorized allotment.

SECTION 3. Dues are defined as the regular periodic amount required to maintain a member in good standing within the Union but shall not include such items as initiation fees, special assessments, back dues, fines, and similar items.

SECTION 4. In application of the allotment arrangements, the Union shall be responsible for:

a. Using Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues".

b. Distributing copies of Standard Form 1187 to employees.

c. Informing eligible employees as to the program for allotment of dues and the availability and uses of the required forms.

d. Certifying Standard Form 1187 is completed by eligible employees as to the amount of dues.

SECTION 5. The Employer will be responsible for informing employees that:

a. Dues allotments are to be entirely voluntary on the part of eligible employees.

b. Allotment deductions will take effect during the first pay period beginning after the allotment form, properly completed, signed, and certified, has been received in the appropriate Defense Accounting Office.

SECTION 6. Processing of allotments will be accomplished in the following manner:

- a. Forms for requesting allotments (1187) are to be obtained by the interested employee from the Union and returned by the employee to the Union.
- b. The Union shall inform the employee about the use of the form, and ensure that the name of the organization in which the employee works and Social Security Number are entered on the form, and deliver the completed Standard Form 1187 to the appropriate Defense Accounting Office.
- c. The Union shall certify on all Standard Forms 1187 the correct amount of regular dues of eligible employees to be deducted each pay period. Incomplete or incorrect forms will be returned for correction.

SECTION 7. a. An employee may revoke his/her allotment, in writing, within a 120-day period prior to his/her Service Computation Date by SF 1188, memorandum, or letter. Such revocation must be received on or before the month and day of the employee's Service Computation Date (SCD) as shown on the "Civilian Employees Earnings and Leave Statement" and will be effected normally on the first full pay period following the SCD. In addition, the employee's allotment must have been in effect for 1 year and may be revoked on the first anniversary date the allotment became effective.

b. Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues", may be obtained from the appropriate Defense Accounting Office.

SECTION 8. Standard Form 1187, Standard Form 1188, and other material pertaining to allotments and revocations will be date stamped on receipt in the appropriate Defense Accounting Office.

SECTION 9. Allotments will be automatically terminated for the following reasons only:

- a. The labor organization loses exclusive recognition;
- b. Dues withholding arrangement is suspended or terminated by an appropriate authority outside Department of Defense;
- c. Employee has been suspended or expelled from the Union;
- d. Employee is no longer a member of the unit, except employees who were supervisors having dues withheld prior to 1 January 1971, and have continued to be supervisors and have had dues withheld since 31 December 1970.

SECTION 10. Changes in the amount of regular dues, not more frequently than once each calendar year, may be made upon receipt of a certification signed by the Union President and such changes will normally be effected at the beginning of the pay period after the receipt of the notification in the Civilian Pay Section of the Defense Accounting Office.

SECTION 11. Dues allotments will be withheld from sick leave payments but not from lump sum leave payment or worker's compensation payment.

SECTION 12. Remittance for dues withholding will be made biweekly. This remittance will be in a single check for the total amount of dues withheld for each dues deduction each pay period. The check will be made payable to the local Union and will be forwarded to the Union, whose address will be furnished to the appropriate Defense Accounting Office Civilian Pay Section on a current basis by the Local. It will be accompanied by a “Union Dues Deduction Report” containing at least the following:

- a. Payroll period;
- b. Names of employees, SS #, and amount deducted; and
- c. Civilian Pay Offices will provide the Union with names of employees on dues withholding from whom no deductions have been made with a notation of the reason (i.e., leave without pay, revocation of allotment, separation, transfer, etc.).

SECTION 13. The agreements in this Article may not be terminated by the Employer, except as provided in Section 9 above. Termination of this contract for the purpose of modifications and re-negotiations of this contract shall not terminate the agreements in this Article except as stated above.

ARTICLE 8 - EMPLOYER-LOCAL COOPERATION

SECTION 1. The parties shall cooperate to achieve orderly, economical, and efficient accomplishment of the mission of the Employer; to achieve a high standard of performance and the continual development and implementation of modern and progressive work practices, methods, and equipment to facilitate improved efficiency; to achieve a full day’s work for a full day’s pay, and actively combat absenteeism, carelessness, inefficiency, and any other practice which restricts production and hampers efficiency; to eliminate waste and conserve energy, materials, and supplies; to improve the quality of workmanship; to encourage the submission of improvement and cost reduction ideas; to prevent accidents; and to strengthen good relations between the Employer and the employees.

SECTION 2. It is an Unfair Labor Practice to interfere with, restrain, coerce, or discriminate against Local stewards or other Local officials to discourage them from carrying out their responsibilities and duties as representatives of the employees in their bargaining unit.

SECTION 3. The parties shall cooperate to resolve disputes, disagreements, grievances, unfair labor practices, and other matters at the lowest possible level.

SECTION 4. A total of 3,000 copies of this Agreement shall be reproduced; 1,500 copies will be made available to the Local for distribution. The Local will pay 50 percent and the Employer will pay 50 percent of the total printing cost.

SECTION 5. a. As a part of their in-processing by the Civilian Personnel Advisory Center, all new or rehired employees hired into a position included in the bargaining unit shall be informed of the Union’s exclusive recognition. The employee will also be advised of his/her right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from such activity, and that he or she shall be protected in the exercise of this right.

b. Upon reporting to his/her work site, as part of the work site orientation, as prescribed in Article 10, Section 4, the employee will be introduced to the shop steward

or appropriate Union representative, if one is in the immediate area of the work site. If not, the employee will be advised of the name, location, and phone number of the representative.

c. As a further means of informing new employees of their rights, privileges, and responsibilities under this Agreement, a group orientation will be given as a minimum during the first 3 months of employment by the Civilian Personnel Advisory Center. An official of the Union will be invited to attend and participate in the orientation and to answer questions from the group regarding this Agreement and matters related to the Local. However, the official of the Union will in no way solicit membership or dues during the orientation.

SECTION 6. The Employer agrees to notify the Local prior to the establishment of any local committee, board, or panel whose function pertains to employees in the unit, and affects the representative responsibilities of the Local. However, this does not include participation by the Union on boards, councils, or panels that would infringe upon the Employer's rights as stated in 5 USC 7106(a), unless requested in writing by the Employer to participate. Unless specifically prohibited or covered elsewhere in this Agreement, the Local may, if desired, have at least one member designated by the Local to serve on the following committees, panels, or boards:

- a. EEO Committee.
- b. Fort Gordon Incentive Awards Committee.
- c. Fort Gordon Safety Council.
- d. Fort Gordon Civilian Training Committee (as a nonvoting member).
- e. Approved Fund Raising Program Committees.
- f. EAMC Safety Committee.
- g. Other current committees of interest to civilian employees in the unit.

SECTION 7. Upon written request, the Employer shall provide available information to the Local which it needs to represent an employee in the unit, unless the requested information is subject to restriction by governing laws, rules, and regulations of higher authority. If the Employer questions the validity of the request, the Union shall supply justification to support it.

SECTION 8. Nothing contained in this Agreement shall preclude the Employer and Local representatives from meeting as often as is mutually agreed to resolve problems that may arise.

SECTION 9. The parties will make a concerted effort to avoid the use of profanity or other words which are degrading, offensive, or vulgar during meetings of all types, to include grievances, unfair labor practice's negotiations, etc.

ARTICLE 9 - EMPLOYER-LOCAL COMMITTEE

SECTION 1. Two Employer-Local Committees, one for the USASC&FG and one for the EAMC, will continue as established. Membership will consist of not more than three members appointed by the Employer and not more than three members appointed by the Local. The purpose of the committees shall be:

- a. To discuss personnel policies and practices and other matters affecting general working conditions of employees in the unit;
- b. To informally discuss and advise one another concerning proposed or potential changes on matters which could or will affect employees in the unit as a whole;
- c. To make recommendations concerning elimination of waste, improvements in productivity, and resolution of misunderstandings between the Local and Management.

SECTION 2. The USASC&FG and EAMC Employer-Local Committees meet each month at a mutually agreeable time and place. However, the meeting may be postponed to another time and date if mutually agreed to.

SECTION 3. Written minutes of these meetings will be made by the Employer and a copy furnished to the Local within five workdays after each meeting. Either party may submit additions, deletions, or corrections to the minutes at the next meeting. The file of the minutes with comments, if any are made, will be maintained for reference by the committee.

SECTION 4. In the event either party's members of the Employer-Local Committee cannot be present for any session, alternate persons may attend in their absence.

SECTION 5. Minutes of the USASC&FG meetings will be furnished to the signatories of this Agreement for review after each meeting. The file of the minutes with comments, if any are made, will be maintained for reference by the committee.

ARTICLE 10 - SUPERVISOR-EMPLOYEE RELATIONS

SECTION 1. It is the policy of the Employer that employees shall be given equitable and objective consideration in all phases of employment. In effecting the accomplishment of an assigned mission or work load, management will provide necessary instructions to employees, establish the priority of work, prescribe the methods necessary to accomplish the work, and provide assistance to employees, when needed. In accomplishing this, supervisors should make a concerted effort to strive to avoid the existence of a work environment which is unduly authoritarian or overly permissive. An effective supervisor will avoid employee harassment and will make a concerted effort to maintain high employee morale. This Section shall not restrict a supervisor's right to assign employees appropriate duties or to make changes in such assignment whenever in their judgment such changes are necessary. It is the policy of the parties to encourage all bargaining unit employees to fulfill their duties in an efficient and effective manner. An effective employee will avoid dissension, actions that would be detrimental to good order and discipline, and harassment of a supervisor or other employees.

SECTION 2. Employees will normally receive instructions from and make reports through established supervisory channels.

SECTION 3. When a supervisor counsels to correct an employee for conduct or regulatory violations, and the employee reasonably believes such counseling to correct may lead to action being taken against him or her, the employee is entitled to Union representation, if requested by the employee. Also, the counseling to correct will be done in a respectful manner and in private out of hearing distance of other unit employees unless immediate action is necessary in a given situation which could endanger the safety of persons or property. Additionally, at any time during the counseling to correct session,

the employee may request Union representation. Once employee requests Union representation, no further counseling to correct will take place unless the Union representative is present. Unless otherwise agreed, the employee must obtain a Union representative within 8 working hours (not to exceed 24 clock hours). If a written record is made of the counseling to correct session, the employee will be shown the written record and given an opportunity to initial the written record. Initialing the record only indicates the employee was shown the record, not that the employee agrees with the record. If the employee refuses to initial the record, such will be so stated on the record. The employee will be provided a copy of the written record. The employee may grieve the counseling to correct in accordance with the provisions of Article 33, Section 10.

SECTION 4. Once accepted for a position, employees will be given an orientation about what is expected of them on the job. This will include explanations as to appropriate use of equipment, forms, procedures, mission, organization, and other related job requirements. Employees should be given their written performance standards to include critical key points within 30 days.

ARTICLE 11 - FACILITIES AND SERVICES

SECTION 1. a. Space on bulletin boards used to post material for employees in the unit shall be made available to the Local for posting official Local bulletins. The size of space available shall be limited to one-fourth of the bulletin board but not to exceed 20 inches across the top, extending the full depth of the bulletin board. If such space is not available due to mandatory posting, space shall be provided on the next nearest board which is normally used to post material for employees. If space is desired on additional bulletin boards, the Local President shall request in writing to the Civilian Personnel Advisory Center the specific bulletin boards by building number which the Union desires for use and include the name of the steward authorized to post material on each board. The Civilian Personnel Advisory Center shall be responsible for coordinating such request with the affected activity and for providing an answer to the Local President. Except by mutual agreement, the Local shall not be entitled to space on more than one bulletin board in any one Section. Prior approval of the content and the specific details for the posting will not be required, but the Local agrees that such literature will not violate any law, applicable provision of a negotiated agreement, the security of the Employer, or contain any scurrilous, libelous, or false material. The Local shall be held totally responsible for posting and removing material and maintaining its space in an orderly fashion. All posted material will bear the initials of the individual responsible for the literature being posted. The bulletin board space provided the Local, in accordance with this Section, shall be controlled by the officer or steward authorized to post material on the bulletin board. The Union shall put on all bulletin boards (authorized under the provisions of this Article for Union use) the following: "AFGE LOCAL 2017. IF THIS BULLETIN BOARD IS REMOVED, NOTIFY _____ (NAME) _____, _____ (TELEPHONE NUMBER) _____".

b. The Local may, at its expense, place one bulletin board on the third floor of Building 300, EAMC, near the Dining Facility as follows:

(1) The bulletin board shall not exceed 18 inches in width by 24 inches in length and will be placed upon a tripod which will not be more than 4 feet 6 inches in height when assembled.

(2) The bulletin board shall be placed in the area designated above only for special occasions and not on a continuous basis or for periods of more than 5 days.

(3) The Union will coordinate with the Chief of Administrative Services of EAMC not less than 5 days prior to the date the Union desires to use the board. If due to prior commitment of the space, an alternate available date will be selected by the Union.

(4) The tripod and bulletin board shall not be put up or taken down by an employee in a duty status. When not in use, storage may be coordinated with the Chief, Administrative Services.

SECTION 2. The parties are committed to the concept that an informed work force is a happy work force. Therefore, management should keep the employees informed on matters which could impact upon them. However, the Employer recognizes its obligation to notify the Union and give the Union an opportunity to request to bargain prior to the implementation of matters over which it is obligated to negotiate.

SECTION 3. a. The Union President will be provided account numbers to access the USASC and the DDEAMC electronic mail. The Local will be permitted to use in-house mail services (message center/distribution and USASC and DDEAMC electronic mail) in contacting management officials, supervisors, and bargaining unit employees. The Union President will be allowed to request that announcements of meetings be placed on the USASC and DDEAMC electronic bulletin boards. The in-house mail or electronic mail will not be abused or used for solicitation of membership, collection of dues, matters pertaining to or concerning internal union business, or personal business. Electronic mail shall not be used in lieu of official letters of correspondence. This means of communications shall not be used to respond to management's proposed changes. Employees who abuse electronic mail will lose their electronic mail privileges.

b. Posting and/or distribution of any information related to the Union shall not be conducted during employee's duty hours. Distribution of information related to the Union will only be conducted by Union representatives before and after their duty hours, and during their non-paid meal periods and scheduled breaks.

SECTION 4. Within mission, space, and fund limitations, the Employer will provide office space for the Local headquarters. The Employer will also provide, at the prevailing rates, adequate utilities to the Union, plus telephone service (presently determined to meet C-3 criteria) at rates prescribed by regulation.

SECTION 5. The Employer, upon written request to DHR from the Union president, will whenever practical, make available a place for the Union to hold mass meetings (not related to political campaign for union offices) provided the cost of providing the place does not exceed \$150 to the Employer. The Local agrees to leave the facilities in a clean, sanitary condition. The Local agrees to assume responsibility for any damage to the premises which is not the result of normal usage or actions of uninvited parties.

SECTION 6. Upon request of a Local representative, a manager will attempt to provide an area for the representative to meet with an employee(s) to discuss the employee's

grievance or complaint. Such area will afford a reasonable amount of privacy to the employee and the representative.

SECTION 7. The Local will have access to current official publications used by the Employer as provided for in this section:

a. The Local shall be allowed to place announcements in the Weekly Bulletins. The announcements shall be submitted to the Civilian Personnel **Advisory Center** for determination of appropriateness, based on content, policy, and regulatory requirements.

b. The Employer will provide current copies of all Employer-issued regulations, directives, guides, and changes and amendments thereto relating to matters covered by this Agreement.

c. Management shall provide the Local with a copy of unclassified agency directives, local instructions, and regulations (690 series) which have a bearing on personnel policies and practices concerning working conditions of employees in the unit.

d. Nothing in this Section or Agreement shall require that the Local be given any information which constitutes guidance, advice, counseling, or training for managers and/or supervisors related to collective bargaining.

SECTION 8. The Employer agrees to make reasonable efforts to provide and to maintain satisfactory sanitary and washroom facilities, and the parties agree to cooperate in keeping such facilities neat and in orderly condition. The Employer agrees, where practicable, to provide separate rest rooms and lounges containing a cot.

SECTION 9. Within mission, funds, and space limitation, the Employer agrees to:

a. Provide parking space for employees of the unit as near their work site as practical, including:

(1) Special reserved spaces for employees with a handicap;

(2) A reserved space for the Local President in the vicinity of his/her assigned work area to facilitate the performance of his/her official duties as the principal representative of the Local; and

(3) A reserved parking permit will be issued to the Union which will allow Union personnel to park in the third floor reserved parking area of the EAMC when conducting official Union business at the EAMC.

b. Reserved parking spaces will be assigned to those key personnel determined by the Employer to require a reserved space due to the nature of his/her assigned duties.

c. No special privilege will be given to defeat the purpose of this Article.

d. The Employer also agrees that, prior to establishing any new categories of reserved parking spaces for non-unit personnel, the Local will be consulted about the proposed category establishment. If the category is established, the Employer, within mission and fund requirements or limitations, shall make every practicable effort to minimize any adverse impact from said establishment upon the parking of employees within the unit.

SECTION 10. The conditions of facilities and services affecting the morale of employees are appropriate for consideration under provisions of Article 9 of this Agreement.

SECTION 11. EAMC employees will have access to the lounge facilities provided by the Employer for use by personnel working at EAMC (Room 2K12-female and Room 2K05-male). These lounges are provided subject to the Employer's mission and space requirements. The Employer will give due consideration to recommendations submitted by the Local for improvements in these lounges. The Employer agrees that other areas not listed above, but which are used by unit employees for work breaks, will not be changed without prior consultation with the Local.

ARTICLE 12 - POSITION CLASSIFICATION

SECTION 1. Position/job descriptions will be written based upon the major duties, skills, and responsibilities assigned to the position by management. All position descriptions will conform to the "standards of adequacy" as prescribed by the Office of Personnel Management. When the term "performs other duties as assigned" is used in a position description, the term will normally mean tasks which are reasonably related to the position. Identical positions in the same classification within the same organizational unit will be covered by the same basic position description.

SECTION 2. Each employee will be furnished a current copy of his/her position/job description when: hired, promoted, or reassigned to a different position, or when position/job description is changed. To assure grades are appropriate for the work currently being performed by the employees, management will conduct required position reviews throughout the units. Permanent change of the major duties of any position in the unit is not effected until such change is sent to the Civilian Personnel Division and classified. However, where modification of a job description of a position in the unit is proposed to the extent that either the grade or qualification requirements for the position would be affected, the Local will be advised, in writing, by the Civilian Personnel Advisory Center prior to the date the employee will be affected by such change. Upon request, management will discuss with a representative designated by the Local the specific proposed changes.

SECTION 3. Employee(s) in the unit who believe their positions are improperly classified will first advise their supervisor of the dissatisfaction and request information as to the basis for the classification of the position. If the employee(s) is/are not satisfied with the explanation received, additional information will be requested from the Civilian Personnel Advisory Center in an effort to resolve the employee's dissatisfaction informally. If the employee(s) so desire, they may choose a representative to be present at these meetings.

SECTION 4. In the event an employee's dissatisfaction concerning the classification of the position cannot be informally resolved, the Civilian Personnel Advisory Center will provide the complaint/appeal procedures as prescribed by regulations. The formal complaint and appeal must be submitted in writing in accordance with governing regulations. The employee may designate a representative of his/her choosing in accordance with governing regulations.

SECTION 5. Employee complaints concerning the correctness and completeness of the description of the duties in their official job description will be processed in accordance with Article 34.

SECTION 6. Management will provide the Local with a copy of the proposed new/changed classification standards which may affect employees in the bargaining unit. The Local may submit written comments on the proposed standard within the prescribed time period set up by the Civilian Personnel Advisory Center and such comments will be forwarded by the Civilian Personnel Advisory Center to the proponent of the standard.

SECTION 7. When changes in equipment, techniques, and procedures will adversely affect classification of positions in the unit, such changes will be discussed with the Local, and negotiated where appropriate, prior to being implemented.

SECTION 8. The Local will be informed prior to delivery of a letter informing any unit employee that it is proposed to downgrade the assigned position as a result of a classification action.

SECTION 9. When a unit employee files a formal classification appeal and the Local is not representing the employee, the Local will be informed of the title, series, grade, and organizational unit of the position involved.

ARTICLE 13 - ENVIRONMENTAL DIFFERENTIAL

SECTION 1. When the Local or the Employer determines that a local work situation warrants consideration of additions or exclusions, or there is a need to establish additional positions, categories, and/or percentages under payable categories of 5 CFR Section 532, Subpart E, Appendix A, they will notify the other party of such positions, title, location, and nature of environmental exposure which may justify payment of an environmental differential. Within 5 working days of receipt of such notification, the parties will meet for the purpose of negotiating the coverage to be extended under payable categories, or to negotiate a joint request to recommend additional positions, percentages, and/or categories. The request will be referred to the Office of Personnel Management in accordance with applicable regulations in effect at that time. When the hazard, physical hardship, or hazardous working condition has been reduced to a negligible level of risk, action will be taken by the Employer to discontinue the environmental differential. The Local will be notified of the date the differential shall stop.

SECTION 2. The Local will be given the opportunity to designate an equal number of representatives to serve with management on all committees established to implement 5 CFR Section 532, Subpart E, Appendix A.

ARTICLE 14 - LOCALITY WAGE SURVEYS

SECTION 1. Wage surveys will be conducted in accordance with applicable regulations and 5 CFR Part 532.

SECTION 2. The Employer will advise the Local within 3 workdays after receipt of official notification that preliminary preparations are being made for the conduct of a wage survey.

SECTION 3. A local wage survey committee consisting of three members, all of whom shall be Federal employees, will be established. The committee will be appointed by the Employer and one member will be nominated by AFG. The Local will be notified of each member and alternate appointed by the Employer. Each member will continue to receive regular pay while serving on the committee.

SECTION 4. If an employee requests to appear at a committee hearing and the hearing is held outside the employee's scheduled hours of work, management will make a concerted effort to schedule the employee's work hours to place the employee in a duty status while appearing before the hearing committee.

SECTION 5. The Local will provide the Committee with the names and employing activity of local Federal employees it nominates as regular and alternate data collectors. Each team shall consist of one data collector nominated by the Local and approved by the Employer and one data collector designated by the Employer.

SECTION 6. A majority vote of a local wage survey committee constitutes the decision and recommendation of the committee, but a member may file a minority report within 72 hours of the committee's decision, which will be forwarded with the committee's report.

ARTICLE 15 - SAFETY AND HEALTH

SECTION 1. The Employer agrees to maintain an occupational safety and health program, and to provide safe and healthful workplaces and working conditions as required by applicable regulations. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of accidents, injuries, and health hazards in all areas under the Employer's control. The Employer agrees to comply fully with all provisions of Executive Orders as implemented within DOD.

SECTION 2. Where applicable safety criteria are not provided to cover existing safety hazards known to the Employer, the Employer will take action to establish safety criteria to overcome the safety hazard. The Employer will make an earnest effort to fix known health and safety hazards.

SECTION 3. When the Union identifies a possible unsafe working condition, it believes constitutes a health hazard, it will notify the Civilian Personnel Advisory Center in writing. Usually within ten (10) working days after receipt of such a request, a review of the request will be undertaken. The Union will be provided a written interim report upon request. The Union will be informed of the results.

SECTION 4. The Local President or his/her designee will serve as a member of the Fort Gordon Safety and Occupational Health Council. The Local may have a representative, if desired, on the EAMC Safety Council. The Union at their own expense will be permitted to request the presence of a technical expert on an as needed basis, provided the request is made at the same time as agenda items are submitted. The Local may also designate a representative to serve on each joint Employee-Management Safety Council which is established in organization components having employees of the unit.

SECTION 5. It is the responsibility of the employee to report any job-connected injury, disease, or illness to the employee's supervisor as soon as possible. Management will obtain the forms, and the employee and managers will cooperate in completing Form CA-16, Request for Examination and/or Treatment; Form CA-1, Federal Employees Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation; or Form CA-2, Federal Employees Notice of Occupational Disease and Claim for Compensation. These forms will be completed at the earliest possible time.

SECTION 6. Employees who are injured in the performance of their duties, or who contract an occupational illness caused by their employment, will be advised of the benefits available to them under the Federal Employee's Compensation Act, and assisted,

by Management or their designee, in preparing the necessary forms in support of their claims for compensation.

SECTION 7. Employees injured at this installation in the line of duty shall be furnished medical aid and treatment to the maximum extent permitted by Army regulations. Transportation, professional services and adequate facilities for the proper diagnosis and treatment of injuries or diseases incurred in the line of duty shall be made available to the employee. In the event an employee who incurs a job-related illness or injury elects not to utilize the Government transportation, professional medical services or facilities, management, if requested by the ill or injured employee, will attempt to have the employee transported by private ambulance service to a medical facility of the employee's choice. Employees of this installation who incur an illness or injury which is not job-related will be provided emergency or first aid treatment as required and to the extent permitted by law or regulation of higher authority.

SECTION 8. Following examination and/or treatment of an employee who reports to the medical facility or private physician as a result of a traumatic injury or disease, determination will be made by a Government or private physician as to whether the employee should be sent home or returned to work for duty. Determination as to when the employee is physically qualified to return to duty will be made by the physician.

SECTION 9. When an employee, after reporting for work, considers that he/she is physically unfit for duty, he/she shall request and normally be granted sick leave by his/her supervisor, or if the situation warrants, be provided transportation to the EAMC. When an EAMC physician determines that an employee is physically unfit for duty, arrangements will be made for transportation to a hospital or to the employee's home in those cases where the EAMC physician determines that such transportation is necessary. If the employee does not elect to utilize EAMC facilities, management, if requested, will attempt to have the employee transported by private ambulance service to a medical facility of the employee's choice.

SECTION 10. Employees injured in the performance of duties will be carried in a duty status with pay and without charge to leave for the time required to obtain emergency treatment at the Employer's medical facility or facility of the employee's choice to the extent that the time is within the employee's scheduled hours of work for that day.

SECTION 11. The Local, the Employer, and employees will make every effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the care and comfort of the injured personnel.

SECTION 12. No employee shall be required to perform work on, about, or around moving or operating machines and/or equipment while in motion or in operation without adequate safety precautions having been taken and protective measures observed. No employee shall be required to work in areas where conditions exist which have been determined by proper authority to be detrimental to health or safety unless such conditions are an inherent part of the work to be performed and required protective measures are being observed. The Employer, the Local, and the employee will take such precautions as are necessary to assure that such conditions are removed, remedied, or reduced to a negligible level of risk.

SECTION 13. An employee or group of employees who believe that they are being required to work under conditions which are unnecessarily unsafe or unhealthy beyond

the normal hazards inherent to the operation in question will have the right and are encouraged to bring these situations to the attention of the appropriate official for corrective action. If the situation or conditions are not resolved, the employee will have the right to file a grievance.

SECTION 14. Employees are encouraged to report safety hazards, unsafe working conditions, and violations of safety practices. The Employer shall ensure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an agency occupational safety and health program.

SECTION 15. The Employer will furnish protective clothing and equipment as authorized by applicable regulations for the performance of assigned work. The Local may, at its discretion, recommend new protective clothing and equipment and/or modification to existing equipment for consideration by the Employer.

SECTION 16. Employer is encouraged to provide outdoor lighting on buildings in accordance with applicable standards to assist in the protection of individuals reporting for work during hours of darkness.

SECTION 17. Employer agrees to supply and maintain appropriate types and numbers of fire extinguishers. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguishers.

SECTION 18. The Employer will, to the maximum extent possible, provide security in accordance with EAMC Security Office SOP to provide safe passage of employees to and from the parking lots around Building 300 during the change of shifts during hours of darkness.

SECTION 19. First aid kits shall be provided in accordance with the Occupational Safety and Health Act (OSHA).

SECTION 20. Security of all personnel is a management concern. Management will continue to provide a reasonable level of security for employees at all times.

ARTICLE 16 - TOOLS AND CLOTHING

SECTION 1. Subject to the provisions of applicable regulations, the Employer will bear the full expense of all special tools, special clothing, and special equipment employees are required to use in the accomplishment of their assigned duties. Where the Employer furnishes uniforms at no cost the employee, they may, at the employee's option, be cleaned and repaired at the Employer's facilities at no cost to the employee.

SECTION 2. Special clothing is that apparel which is not a part of a prescribed uniform for which the employee receives a clothing allowance or an item of personal attire required for wear by the Employer. When the employee is assigned duties which subject him/her to inclement weather, and when this assignment is not a normal day-to-day assignment, the Employer will make a reasonable effort to provide protective clothing.

SECTION 3. Employees shall not be required to wear specific clothing or apparel except those prescribed by appropriate regulations, or maintain a personal appearance or dress not specifically related to job performance, safety, or personal hygiene. Employees will not be allowed to wear clothing or adornments that could cause injury to the employee or be inappropriate for the type of work being performed.

SECTION 4. When employees are required to perform work where the nature of the work or the work site itself may cause their personal clothing to be excessively or permanently soiled, the Employer agrees to either eliminate the cause or provide appropriate protective clothing such as coveralls, aprons, gloves, etc., as necessary, to the extent allowable under applicable regulations.

ARTICLE 17 - HOURS OF WORK - TOURS OF DUTY

SECTION 1. The administrative workweek is 7 consecutive calendar days commencing at 0001 hours on Sunday and ending at 2400 hours the following Saturday, wherein employees, except part-time, are scheduled for 40 hours of work.

SECTION 2. A tour of duty is defined as the hours of the day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

SECTION 3. a. Except when management determines that it would be seriously handicapped in carrying out its functions or that cost would be substantially increased, management shall provide that (1) assignments to tours of duty are to be scheduled in advance of the administrative workweek over periods of not less than 1 week; (2) the basic 40-hour workweek is scheduled on 5 days, Monday through Friday when possible, and the 2 days outside the basic workweek are consecutive; (3) the working hours in each day in the basic workweek are the same; (4) the basic non-overtime workday may not exceed 8 hours; (5) the occurrence of a holiday may not affect the designation of the basic workweek; and (6) breaks in the working hours of more than 1 hour may not be scheduled in a basic workweek. Management is required to schedule work of their subordinate employees to accomplish the mission. Management shall schedule an employee's regularly scheduled administrative workweek so that it corresponds with the employee's actual work requirements.

b. A flexible or compressed work schedule is a scheduled tour of duty and all work performed by an employee within the basic work requirement is considered regularly scheduled work for premium pay and hours of duty purposes.

SECTION 4. When Management knows in advance of an administrative workweek that the specific days and/or hours of a day actually required of an employee in an administrative workweek will differ from those required in the current administrative workweek, Management shall reschedule the employee's regularly scheduled administrative workweek to correspond with those days and hours. Management shall inform the employee of the change, and Management shall record the change on the employee's Time and Attendance Cards.

SECTION 5. a. When a tour of duty is to be established or terminated, the Employer and the Local will consult or negotiate on the procedures for implementation in accordance with Article 35, Section 3.

b. When time constraints prevent the use of the provisions of Article 35, Section 3, the parties will meet as soon as possible for consultation or negotiation prior to implementation. The Section does not preclude implementation nor continuation of negotiation for as long as feasible.

SECTION 6. If it is determined by Management that a subordinate manager should have scheduled a period of work as part of the employee's regularly scheduled administrative workweek but failed to do so in accordance with this Article, the employee shall be entitled to payment of premium pay for that period of work as regularly scheduled under Subpart A of part 550 of the Code of Federal Regulations. Before payment of premium pay can be made, it must be determined that management had knowledge of specific days and hours of the work requirement in advance of the administrative workweek, and the manager had the opportunity to determine which employees had to be scheduled or rescheduled to meet the specific days and hours of that work requirement.

SECTION 7. In activities having a 7-day week operation, employees will when appropriate not be scheduled to work more than seven consecutive days without a day off and usually not more than five of those days will be in the same administrative workweek. Employees may request to work more than seven consecutive days. Such request must be approved by the section or branch. The provisions of this section do not infringe upon the Employer's right to assign work in accordance with Article 18.

SECTION 8. Hours of work and tours of duty including meal periods already established will be given full force and effect until negotiated in accordance with the provisions of this agreement for those organizational units for which they are presently in operation and those which have been established for specific areas based on a known need due to periodic increase/decrease in work requirements.

SECTION 9. Nothing in this Agreement shall prevent the Employer from assigning employees to already established tours of duty at the request of an employee, for training and/or educational purposes, physical evaluations, hardships, or other administrative reasons. However, before making these assignments, management will negotiate the impact of the change on other unit employees. Employees will be given as much advance notice as practicable.

SECTION 10. a. Where three 8-hour shifts are in operation during a 24-hour period and an overlapping of shifts is not feasible, an on-the-job meal period of 20 minutes will be authorized and will be considered time worked for which compensation is allowed. Employees must spend their on-the-job meal period at or near their work site.

b. When less than three shifts are in operation and management believes that an on-the-job meal period of 20 minutes would benefit all concerned, the parties may negotiate and/or consult on the matter.

SECTION 11. Where meal periods are staggered due to a need for continuous hours of operations during the workday, the assignment of scheduled meal periods will normally be in accordance with the employees' desires and employees' service computation dates except when operational necessities dictate otherwise.

SECTION 12. Preparation necessary to perform assigned duties, i.e., check out vehicles, assignment of work orders and/or priorities, assembly of necessary tools and equipment, and the donning of special clothing that cannot be worn home, shall be considered as the beginning of the employee's assigned hours of work. Employees are to be ready to start work at the beginning of their tour of duty. The Employer will allow a reasonable amount of time for employees to clean up prior to meal periods and at the end of the work day, and for storage and protection of Government property and equipment and personal

tools at the end of each work day. However, no across-the-board cleanup time will be established; time required and allotted may vary depending on work area and conditions.

SECTION 13. Unit employees are authorized a scheduled rest period not to exceed 15 minutes during the first half and during the second half of their tour of duty except where work requirements dictate otherwise. In lieu of scheduled 15-minute rest periods, management or their designee may authorize employees to take short (less than 15 minutes) work breaks. These short breaks are not to exceed 15 minutes during the first half or during the second half of the employee's tour of duty. Part-time employees are authorized a rest period not to exceed 15 minutes during each continuous 4-hour work period. Rest periods are granted in accordance with the criteria that they will increase or maintain quality work performance. Rest periods must be taken within close proximity to the work site. Rest periods will not be added to the beginning or the end of the lunch period or the beginning or end of the work shift.

SECTION 14. When an eligible employee in the bargaining unit is relieved from duty by the Employer during his/her regularly scheduled 8-hour tour of duty due to interruption or suspension of operations, he will be paid in accordance with existing regulations.

SECTION 15. An employee required by the Employer to perform any work either before or after his/her duty hours or during a non-paid lunch period shall be compensated in accordance with existing regulations.

SECTION 16. There will be no additional time clocks installed or expansion of use of time clocks without prior negotiations with the Union.

SECTION 17. Notwithstanding other provisions in this Article, Management may authorize a special tour of duty of not less than 40 hours to permit an employee to take one or more courses in a college, university, or other educational institution where it is determined that: (1) the courses being taken are not training under Chapter 41 of Title 5 of the U.S. Code; (2) the rearrangement of the employee's tour of duty will not appreciably interfere with the work required to be performed; (3) additional cost for personnel services will not be incurred; and (4) completion of the course will equip the employee for more effective work in the agency. This Section does not preclude an exception to rotating shifts. Additionally, Management may not pay to the employee any premium pay solely because a special tour of duty authorized under this Section caused the employee to work on a day, or at a time during the day, for which premium pay would otherwise be payable. However, if the special tour would adversely impact on other employees in the section, the parties will negotiate the matter.

SECTION 18. Employees working in areas where tours of duty are rotated may request exceptions to rotation. Such requests shall be addressed to the employee's first-line supervisor in writing stating the reason for the request and the period of time covered by the request. Requests will be based on personal medical problems (as supported by doctors' statements), severe family hardship (as supported by appropriate documentation), and such requests will be for not longer than 3 months. Should the reason for the original request continue to exist at the end of 3 months, another request with supporting documentation must be submitted. However, at the election of the approving official, as covered in Section 20b, he/she may waive the requirement to resubmit the request or extend the time frame for resubmission.

SECTION 19. Employees may exchange days off and tours of duty by mutual consent of the employees concerned and approval of the immediate supervisor. Exchanges may not result in any employee having to work overtime or working less than 40 hours in any administrative workweek. Such exchanges shall not violate the criteria outlined in this Section and shall be between employees of the same grade and skill level. Time cards must reflect hours actually worked.

SECTION 20. a. In those areas where tours of duty are rotated, employees in the same work unit at the same title, series and grade will be fairly and impartially rotated to each tour. Where tours are not rotated, assignments will be made in accordance with the expressed preference of the employees concerned. Where there is a conflict in preference, the assignment will be made in favor of the employee with the greater length of service (SCD). The appropriate Shop Steward, upon request, will be informed of the approval or denial of assignment requests made with hardship as the basis.

b. All requests for exceptions to rotation shall be forwarded through supervisory channels, with appropriate documents, to the chief of the department, directorate, or separate service for approval/disapproval. Written approval/disapproval will be given by the appropriate manager after comparing the needs of the employee to the mission requirements (including staffing) of the work area. If the employee's request is disapproved, he/she will, if requested, be given an explanation for the decision.

SECTION 21. a. The basic tour of duty and hours for Firefighters whose positions require a substantial amount of standby time shall remain as established unless otherwise changed in accordance with this Agreement. Each 24-hours shift shall include eating and sleeping time, standby time, and actual hours of work. Actual work may include but not be limited to roll call; inspection and preventive maintenance; servicing of fire apparatus; housekeeping; inspection of building, structure, storage areas, and fire protection facilities; installing and maintaining fire extinguishers; alarm desk watch; preparation of reports and records; organizing and training auxiliary fire brigades, area personnel, and building occupants; fire watch of hazardous operations and places of public assembly; proficiency training, drills, classroom studies, etc.; and other assigned duties.

b. During standby hours of Firefighters, mission requirements permitting, employees may be allowed to engage in educational programs, and recreational and physical fitness activities. Participants will maintain recreational areas orderly and well policed. Subject to budgeting, funding, and supervisory approval, the Employer agrees to make available mission related physical fitness equipment and education opportunities which are job related.

SECTION 22. When the nature of the operation is such that it may become necessary at any time to call back employees for the purpose of dealing with emergencies or administrative requirements which may occur outside the normal work hours of an activity, commanders may designate employees to be available for such a call during weekend and/or other off duty time. Designation of employees for this purpose will be subject to the following conditions:

a. There should be a definite possibility that a requirement will arise for the services of the designated employee or employees.

b. On-call duties required of the employee will be brought to the attention of all employees concerned.

c. If more than one employee could be utilized for on-call services, designations should be made on a rotating basis.

d. Employees who are designated for on-call duty may not have their freedom of movement unduly restricted. Ordinarily, the requirements that they hold themselves available will not extend beyond a requirement that they leave word where they may be reached. If requested, management will consider providing electronic paging devices for use by those designated for on-call duty. This does not preclude that on-call requirements be covered by the use of qualified volunteers, if available. Should management decide to implement on-call procedures in a new area, the union reserves the right to negotiate impact and implementation; additionally, any change in existing on-call procedures the union reserves the right to negotiate impact and implementation.

ARTICLE 18 - OVERTIME

SECTION 1. The Local agrees that the determination of the necessity for overtime work is a function of the Employer. Overtime shall normally be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees or personnel performing similar work in the area. It is understood, however, that, when special circumstances prevail or special technical skills are required, employees possessing these special skills will be given first consideration to the overtime involved. Supervisors shall not assign overtime work to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime among unit employees shall be processed in accordance with Article 34.

SECTION 2. The Local recognizes the right of the Employer to require employees to perform overtime work when essential for the accomplishment of the mission of the activity and includes situations when an employee is scheduled to relieve another employee, but fails to report as scheduled. If the overtime work would impair the employee's health or cause him/her extreme hardship, the employee may be relieved from the overtime assignment. If the supervisor determines the employee has a valid reason to be relieved and other arrangements can be made to accomplish the work, the employee's request will be granted. Employees who provide a doctor's certificate which prohibits overtime work will, unless impossible, be excused from overtime assignments.

SECTION 3. Scheduled overtime is defined as overtime which is planned and approved by the Employer prior to the administrative workweek in which the overtime is to take place. Scheduled overtime assignments shall be distributed fairly and equitably to all employees in a particular job title, grade, and within an assigned work area. Records shall be kept of all overtime worked and such records will be made available as requested by the affected employee and his/her representative or the Union to aid in resolving specific complaints concerning overtime distribution. It is understood that imbalances may occur. However, management will endeavor to correct the imbalances as overtime work becomes available. Management will, upon request, relieve an employee from an overtime assignment if the reason is valid and there is another employee who possesses the necessary skills to perform the overtime and is available and willing to work the overtime. Overtime offered an employee and refused by the employee shall be considered as overtime worked for equitable and fair distribution purposes. When

possible, management will notify employees of scheduled overtime work on the same date they are notified, but in no case less than 12 hours prior to the time the scheduled overtime is to be worked. Employees in a non-duty status on the date overtime assignments are made shall not be considered for scheduled overtime assignments, if such consideration will interfere with the scheduling of the overtime.

SECTION 4. Unscheduled overtime is overtime which is not scheduled in advance of the employee's administrative workweek. The overtime requirement may require the presence of personnel possessing the particular skills to alleviate the situation. Employees on call-back rosters will respond to emergency call-back, as determined by the Employer. The Employer will make a reasonable effort to select employees to perform unscheduled overtime on a fair and equitable basis. However, the organizational mission must come first and the more readily available personnel possessing the skills needed to correct a particular unforeseen or emergency situation may be contacted first. The Employer will make reasonable efforts to provide unpaid time for individuals or groups to secure food when emergency overtime is required over an extended period of time (normally more than 4 hours).

SECTION 5. When an employee is called back to duty on an overtime basis outside of and unconnected with his/her regularly scheduled hours of work/tour of duty, he/she shall receive a minimum of 2 hours overtime compensation. This minimum shall be paid even though the employee's services are not needed for the full 2 hours. In addition, any employee called in to work outside his/her basic workweek shall be promptly excused at such time as it is determined that his/her services are no longer needed.

SECTION 6. When an employee is required to perform scheduled overtime work on a day outside his/her scheduled tour of duty, the Employer agrees to make a reasonable effort to provide him/her at least 4 hours of work. Employees who are required to work overtime in excess of 4 hours shall be given a non-paid meal period if desired by the employees.

SECTION 7. All employees who are covered by the provisions of the Fair Labor Standards Act will be paid overtime in accordance with that law or Title 5 of the United States Code, whichever provides the greater benefit.

SECTION 8. Employees who are nonexempt from the Fair Labor Standards Act (FLSA), as amended, shall be paid at no less than time and a half for all scheduled work in excess of 8 hours a day or 40 hours in an administrative workweek. All nonexempt employees and those employees who are exempt from the FLSA whose rate of basic compensation is not in excess of the maximum rate of grade GS-10 shall be paid at the appropriate overtime rate for scheduled overtime work, unless the employee is offered overtime pay and requests compensatory time off for unscheduled overtime work and such request is granted. There shall be no reprisal against the employee for his choice. When an employee works on a compensatory time basis, the Employer will make every effort to grant the time off according to the preference of the employee. Compensatory time, which cannot be taken within the prescribed time, will be paid in accordance with authorized overtime rates.

SECTION 9. Safety is a primary concern in working overtime. Therefore, before an employee is asked or required to work overtime, job safety will be given primary consideration.

ARTICLE 19 - TRAVEL

SECTION 1. Employees shall not be required to travel except under the conditions and procedures prescribed by applicable CFRs, JTR, and DOD regulations. The Employer will consider not scheduling travel on scheduled non-work days unless such travel is required to accomplish the specific mission. Employees required to travel shall receive pay, per diem, and travel allowances in accordance with applicable regulations and laws.

SECTION 2. Employees required to perform official duties beyond the regularly scheduled workday while on TDY shall be compensated in accordance with applicable rules and regulations.

SECTION 3. Employees shall receive at least 5 work days notice of any required travel except where such travel is essential to the mission and cannot be postponed by the Employer. In such cases, not less than 24 hours notice must be given except in cases of emergencies.

SECTION 4. Insofar as practicable, travel during non-duty hours of an employee shall not be required. However, if such travel is required, the reasons for the travel shall be recorded and, upon request, a copy of such reasons will be furnished to the employee. When travel is required outside an employee's regular scheduled hours of work or tour of duty and where permissible under applicable laws and regulations, such travel shall be considered as hours worked and the employee compensated accordingly. The Employer agrees insofar as practicable to schedule travel for employees nonexempt under FLSA during the hours of the day for which they may be compensated under FLSA and other applicable regulations, unless the employee requests otherwise or the specific mission requires such travel because of unusual circumstances, such as the limited availability of common carriers and/or the great distance of the destination, etc.

SECTION 5. If requested by the employee, the maximum advance payment of per diem and travel expenses allowable by regulations will be paid prior to the employee's departure on the trip. Travel tickets and orders for TDY will be available to the employee 24 hours prior to departure except in cases of emergencies. Employees are required to submit their travel claim vouchers within 5 calendar days after their return from TDY. Collection of travel advances may be made in full if the travel claim voucher is not presented within the 15 days. Once the voucher is submitted, the employee shall be paid travel allowances for which he/she is entitled.

SECTION 6. When employees are at the TDY point, the employee's hours of work/tour of duty shall conform to the hours of work/tour of duty of those for whom he or she is working, with the hours of the training course, conferences, conventions, seminars, etc.

ARTICLE 20 - HOLIDAYS

SECTION 1. Employees shall be entitled to all holiday benefits which are prescribed by law or Executive Order. Such benefits shall be granted in accordance with applicable regulations.

SECTION 2. Only the number, types, and grades of employees, as determined by the Employer, will work on holidays. The Employer may, upon request of an employee, relieve that employee from holiday assignment if the employee's reason is valid and there is another person available who possesses the necessary skills who agrees to work on the holiday and would not have to be paid overtime for the assignment.

SECTION 3. An employee who is required to perform any work on a designated holiday is entitled to pay for at least 2 hours of holiday work.

SECTION 4. Eligible employees shall receive 8 hours pay at their regular hourly rate plus any appropriate shift differential on all days defined as holidays on which they are not required to work. Eligible employees working overtime on a holiday shall receive the same pay as they would normally receive on an overtime day. Eligible employees working on a holiday within their basic workweek shall receive the same pay as they would normally receive on a regular workday plus the day's pay they are entitled to for a holiday, plus shift differential, if applicable.

SECTION 5. Except where operations are on a 7-day week basis, and tours of duty are on a rotational basis, assignments to holiday work will be made by the Employer from among employees who volunteer for such assignment. If there are more volunteers than needed, preference in selection will be made in accordance with seniority based on Service Computation Date on a rotational basis. If insufficient volunteers are obtained to work on a holiday, all employees will be directed to work on the holiday on a rotational basis in inverse order of seniority based on Service Computation Date. Holiday assignments may be changed by mutual consent of all parties involved if overtime is not involved.

ARTICLE 21 - SICK LEAVE

SECTION 1. Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave will be charged in one quarter (1/4) hour increments. Therefore, an employee who requests sick leave of 1/4 hour or more shall have the sick leave, if approved, charged in 1/4 hour or more increments.

SECTION 2. a. Sick leave will be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy and confinement, medical, dental or optical treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease which required isolation, as determined by health authorities having jurisdiction or by a health care provider, and the presence at work of the employee would jeopardize the health of others. Sick leave for prearranged medical, dental, and optical appointments shall be requested in advance of the date of appointment. The amount of sick leave granted shall be the amount necessary for the appointment and time to travel to and from the appointment. Employees should endeavor to secure appointments outside their duty hours for medical, dental, or optical examination and/or treatment.

b. Employees may request and be granted sick leave in compliance with the Family Friendly Leave Act. Employees may obtain information concerning the Family Friendly Leave Act from the local.

SECTION 3. Employees are responsible for notifying their immediate supervisor or designated representative when incapacitating sickness or injury prevents them from reporting for duty as scheduled. This notification shall be made as soon as possible and normally not later than 2 hours after the scheduled time for reporting for duty the first day of the absence. Employees who work in an area having a 24-hour operation, and health care providers, child care providers, food service personnel, etc., and those who service patients/customers through scheduled appointments, will normally notify their immediate supervisor or designated representative not later than 1 hour, if possible, prior to their scheduled time for reporting for duty the first day of the absence. Upon being contacted, the manager will attempt to obtain from the employee the number of days the employee expects to be absent. Employees shall also notify their supervisor on each subsequent day of sick absence unless they advised their supervisor of the expected duration of the absence due to sickness. Likewise, if the employee is to be absent beyond the expected duration, the employee shall again notify the supervisor.

SECTION 4. Periods of sick leave for non firefighter personnel of 5 consecutive working days or less will, as a minimum, be supported by the employee's initials on Time and Attendance Card, an SF 71, or a medical certificate to be given to the supervisor within 7 calendar days after returning to duty. However, in all cases where non-firefighter employees were sick for more than 5 consecutive workdays, the employee shall furnish a medical certificate to support the entire period of absence. Firefighter personnel must furnish a medical certificate to support sick leave of 72 consecutive working hours or more.

SECTION 5. a. In individual cases, a medical certificate may be required when there is reason to believe that an employee is abusing sick leave privileges. In such cases the employee will be told of the requirement to support the current and future sick absences with a medical certificate or Management may elect to warn the employee that if there is not an immediate improvement in sick leave usage he/she will be required to provide a medical certificate for each subsequent absence chargeable to sick leave. Medical certificate shall be given to the employee's supervisor or designee by close of business on the second day after returning to duty.

b. This Section is not applicable in instances where definite evidence of an employee job action exists. In the event of job action, such as a "sick out", medical certificates will be required either in advance or after the fact to support all requests for sick leave during the period of the job action.

SECTION 6. Cases requiring a doctor's certificate for each absence shall be reviewed by management for the purpose of determining whether the requirement should be eliminated. Such review shall take place at the end of three months and each three months thereafter if the requirement is not previously rescinded. The requirement shall be rescinded in writing at such time as improvement in the employee's sick leave record warrants. The requirement may be reinstated immediately, in writing, if the employee is believed to be abusing sick leave privileges within 1 year from the date that the previous requirement was rescinded.

SECTION 7. Sick leave will be advanced in clearly established cases of serious disability or ailments, when the employee has exhausted all compensatory time, accrued sick leave, and annual leave subject to forfeit, and there is reasonable assurance that the

employee will return to duty and subsequently accrue sufficient sick leave credits to liquidate the amount advanced. Sick leave advanced to an employee shall not exceed 30 days, nor shall sick leave be advanced to an employee who abuses his/her sick leave privileges. An employee must submit a written request for advancement of sick leave; the request must include a medical certificate stating the period of incapacitation for duty and the nature of the serious disability or ailment. When it is known that the employee is to be retired or where it is anticipated he or she is to be separated, the total sick leave advanced, if any, shall not exceed an amount which can be liquidated by subsequent accrual prior to separation.

SECTION 8. To facilitate periods of convalescence and minimize the loss of accumulated sick leave due to serious and/or prolonged illness (not job related), management will consider, consistent with written medical authority recommendation, providing duty assignments to employees, normally not exceeding 120 calendar days, which the employee can reasonably be expected to perform.

SECTION 9. Approved absence otherwise chargeable to sick leave will be charged to annual leave at the employee's request. Leave approved and taken as sick leave shall not be changed to annual leave.

SECTION 10. Any employee who desires to participate in outside employment during sick absence is required to notify his/her supervisor for approval prior to such employment. If the manager feels that the employee should not be engaged in such employment, the matter will be referred to the DHR for determination. The employee shall be notified in writing of approval or disapproval normally not later than 10 working days from receipt of the employee's request. Such employment will be approved if other duties cannot be assigned in accordance with Section 8 of this Article and when a statement by a medical doctor or practitioner states that such employment will not prolong the absence.

ARTICLE 22 - ANNUAL LEAVE

SECTION 1. Employees will earn and be granted annual leave in accordance with applicable laws and regulations. The taking of annual leave is the right of the employee subject to the right of the manager concerned to approve and fix the time at which leave may be taken. Documentation of scheduled leave may be required on SF 71.

SECTION 2. Annual leave will be approved and scheduled by management to the extent permitted by local work conditions. The Employer agrees to schedule an employee's priority request for annual leave of not less than 1 week continuous duration on requests made not later than 31 March for a vacation period. Leave requests for not less than 1 week must be in writing and state that it is the employee's priority request. The Employer agrees to make adequate provision to ensure that all employees are given an opportunity to submit priority requests for leave in sufficient time for them to be considered before the leave schedule is prepared. Provision shall be made for adequate notification to all employees to include those employees who may be on authorized absence from duty, so that they may submit their priority request in time for consideration. When two or more employees request annual leave for the same time period, priority for granting leave will be based on Service Computation Date. This priority will apply to only one vacation

period per year. No employee will be permitted to change his/her selection after 31 March when it affects the choice of another employee, unless such change is mutually agreed upon by the affected employees and their supervisor(s). Consistent with workload requirements, reasonable effort will be made to adhere to the established vacation schedule; employees affected by a necessary change in their vacation schedule have the right to reschedule their vacation. Leave requests for vacation periods in subsequent leave years will be returned without action.

SECTION 3. Requests for other scheduled or unscheduled annual leave will be made to the employee's supervisor or designee normally in advance, and will be considered on an individual basis. A liberal leave policy, consistent with workload or operational requirements, will be encouraged in all activities. An employee will not be required to disclose details of personal business when this is the basis of a request for unscheduled or occasional leave. Requests for leave for personal business will not be denied solely because the employee elects not to divulge the details.

SECTION 4. Requests for annual leave for emergency reasons will be considered on an individual basis and granted when conditions warrant. The employee is responsible for notifying his/her immediate supervisor or designated representative of a request for emergency leave as soon as possible and normally not later than 2 hours after the start of the work shift. An employee who works in an area having a 24-hour operation, and health care providers, child care providers, food service personnel, etc., and those who service patients/customers through scheduled appointments, will normally notify his/her immediate supervisor or designated representative not later than 1 hour, if possible, prior to the scheduled time for reporting for duty the first day of the absence. The employee shall state the reason for the request and the approximate time he/she anticipates to be absent from work. Bona fide emergency leave will normally be granted; however, the manager may require the employee to substantiate the reason for the absence. The manager will advise an employee denied emergency leave of the specific reason for the denial. If the employee's absence extends beyond the anticipated period, the employee must request an extension.

SECTION 5. To the maximum extent possible, an employee's request for annual leave or leave without pay will be approved in cases of grave illness or death of a family member. If the employee does not have annual leave to his/her credit, the Employer may advance the employee the necessary leave upon request but not in an amount to exceed that which the employee could accumulate during the remainder of the leave year. Leave approved in accordance with this Section will be for a reasonable period of time (normally at least 5 workdays) and include travel time and time for the employee to attend to matters regarding the gravely ill or deceased person. As used herein, in accordance with 5 CFR 630-201(b)(4), the term "family member" means the following relatives of the employee: Spouse, and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Leave granted under this Section will not be approved or disapproved on the basis of other scheduled leave by the employee. Employees may be required to substantiate the reason for the request.

SECTION 6. Any employee having annual leave to their credit and eligible to use such leave may apply for annual leave on any workday which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purpose will be approved unless granting it would require the payment of overtime or adversely affect the mission or the operation of the organization to which the employee is assigned.

SECTION 7. The Employer will announce any planned interruption or suspension of operations to employees as far in advance as practicable. If it becomes necessary to release employees from their normal duties because of the above, they shall be excused from their duties for the balance of the shift without loss of pay or charge to leave. If the interruption or suspension continues beyond 1 workday, the Employer will make every reasonable effort to utilize the affected employees in another duty assignment if qualifications permit. If such assignment is not possible, the employees will be granted annual leave up to the amount accrued by the employee. If the employee has insufficient annual leave to cover the period, the employee will be placed on Leave Without Pay. However, upon the written request of any employee, the Employer will advance annual leave in an amount that can be earned by the end of the current leave year in accordance with applicable regulations. This Section does not apply to those situations requiring the furlough of employees.

SECTION 8. Managers will make reasonable efforts to prevent forfeiture of leave. However, it is the employee's responsibility to plan and request leave in a timely fashion in order to preclude the likelihood of end-of-the-year forfeiture.

ARTICLE 23 - LEAVE WITHOUT PAY

SECTION 1. Requests for leave without pay will, if possible, be submitted in advance and will be processed and considered in accordance with applicable regulations and laws. Normally, such leave shall not exceed a period of 1 year for each application.

SECTION 2. At the time the employee returns to work, the Employer recognizes the obligation to provide employment at the grade the employee held on the effective date of leave without pay, or at any changed grade through reduction-in-force action or reclassification of the position and in the current pay status of such grade, provided the employee returns to work no later than the end of the approved leave without pay.

SECTION 3. The bumping and retreat rights of an employee on approved leave without pay will be observed in situations where the employee's status has been affected by reduction-in-force action while on leave without pay.

SECTION 4. Employees in leave without pay status shall accrue all rights and privileges in respect to retirement status and appropriate coverage under the Federal Employee's Group Life Insurance and Federal Employee's Health Benefits Program to which they are entitled.

SECTION 5. Provisions for leave for formal education purposes will comply with applicable laws and regulations.

SECTION 6. Written notice to the Employer by the Local President of the election or appointment of an employee in the bargaining unit to a position in the AFGE will be accepted as justification for a leave of absence, upon the employee's request, unless the employee's absence would adversely affect the mission of the employee's activity. Insofar as mission requirements of the employee's activity permit, elected or appointed

delegates to a Union function will be granted leave or leave without pay upon the employee's request.

ARTICLE 24 - OTHER LEAVE

SECTION 1. It is understood that the Employer will consider granting administrative leave during emergency situations. Such situations may include, but are not limited to: extreme weather conditions; serious interruptions to public transportation; loss of utilities; or disasters such as fire, flood, hurricane, or other natural phenomena within the Fort Gordon commuting area. The Employer will release as many employees as possible consistent with essential work requirements. When the installation is closed due to an emergency situation and employees who are deemed essential are not at work, the Employer will provide, if requested by the employee, transportation to and from the work site if hazardous driving conditions exist. However, employees have the responsibility to make a concerted effort to get to work when they are designated essential.

SECTION 2. An employee may be granted time off with no charge to leave to the extent authorized by and in accordance with appropriate regulations for participation in authorized civic activities (i.e., draft registration, Armed Forces medical examinations, emergency rescue or protective work, military funerals, and civil defense activities). The employee will receive pay at their basic rate for the time lost from the normal work schedule. Employees may be required to substantiate time off under this section.

SECTION 3. If employees are summoned for jury duty or jury qualification, or as witnesses in a judicial proceeding where the state, local, or U.S. Government is a party, they shall be paid at their appropriate rate for time required from their normal work scheduled to perform such duties. When assigned by the agency to testify in a nonofficial capacity on behalf of the U.S. Government, they shall be in an official duty status. Such time shall be limited to the time necessary, not to exceed 8 hours per day. A night shift employee who performs jury duty during the day will be granted court leave for their regularly scheduled night tour of duty and is entitled to night differential while serving as a juror. When employees are called for court duty, they shall promptly notify the Employer so that arrangements may be made for their absence from the activity. Annual leave will not be substituted for court leave. Upon completion of the service, the employee shall present to the Employer a certificate of attendance from the Clerk of Court as evidence of the time served on such duty.

SECTION 4. If an employee is excused from court duty for 1 day or a substantial part of a day, he/she is expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the employee will phone the supervisor, and a determination will be made based on the amount of time remaining in the workday, any special need for the employee's services, the distance involved, and the type of transportation available. An employee will not be required to return to work if less than 2 hours of the workday remain, unless there is a critical need for the employee's services. If the employee fails to return to duty, as directed, he/she may be charged appropriately for the time involved.

SECTION 5. Employees scheduled to work on an election day who are eligible to vote in such election shall, upon request, be granted the minimum amount of administrative leave necessary to provide the employee time to travel to the polls and vote. As a general rule, excused absence will not be granted if the employee has sufficient time while off duty, normally 3 hours, to exercise this privilege.

SECTION 6. For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within a reasonable 1-day round trip travel distance of the employee's place of residence.

SECTION 7. Supervisors may excuse employees from their work area for the purpose of participating in uncompensated blood donor programs. Employees who donate in such programs will be authorized time not to exceed 4 hours administrative absence without charge to leave or loss of pay. The maximum excused time will not exceed 4 hours, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. The excused absence is to be taken on the day the blood is donated. The employees will provide written documentation to the appropriate supervisor when documentation is provided by the blood bank/center.

SECTION 8. When the temperature in an office area which is heated and/or cooled exceeds 95 degrees or goes below 55 degrees due to failure of heating and/or cooling equipment, management should consider relocating the affected personnel. If such relocation is impracticable, consideration will be given to requesting the minimum necessary administrative leave be granted. However, in accordance with applicable regulations and this Agreement, no employee shall be granted administrative leave for more than 24 continuous hours (not working hours). Any absence beyond 24 hours shall be charged to annual leave or leave without pay if the employee does not have annual leave to his/her credit. Any employee who is on sick or annual leave shall not be granted administrative leave.

ARTICLE 25 - ALCOHOL AND DRUG ABUSE

SECTION 1. a. The Employer and the Union jointly recognize that substance abuse is a health problem. Employees are encouraged to seek assistance from the Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) if they think that substance abuse is impacting on their job performance and/or personal lives.

b. Employees, at all times, are responsible for their actions. Applicable laws, rules and regulations will govern the consideration given to employees who allege that their actions were brought about by alcohol or substance abuse.

c. Employees who self refer for assistance from ADAPCP counselors are assured of confidentiality. All records and discussions will be handled in a confidential manner, as are medical records. These records will be kept by the designated ADAPCP counselor and will not become part of the employees Official Personnel Folder.

SECTION 2. The parties recognize the need to assist employees whose job performance is adversely affected by problems other than by reasons of alcohol and/or

drug abuse. The Union supports the Employer's Employee Assistance Program as a means for identifying problems and providing information, education, and other assistance or referral services for these employee problems.

ARTICLE 26 - TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. It is the policy of the Department of Defense, the Department of the Army, and this installation to provide training necessary to assure maximum efficiency of civilian employees in the performance of their official duties and to encourage employees in their efforts for self-improvement. The Local may make written recommendations to an activity chief relative to training employees in the unit which will be considered by the Employer.

SECTION 2. Training and development of employees within the unit is a matter of primary importance to the parties. The Employer has the right to determine the type and amount of training employees will receive, and when they will receive the training. Through the procedures established for Employer-Local cooperation, the parties shall seek training and development of employees and, consistent with the needs of the Employer, develop and maintain forward-looking and effective policies and programs designed to achieve this purpose. The Local will be consulted prior to the implementation of proposed formalized training programs (i.e., upward mobility, Fort Gordon interns, and Fort Gordon apprentices) applicable to employees in the unit, and employee development policies and procedures to be established or implemented within the authority of the Employer. Approved Employer policies and programs will be furnished to the Local within 10 workdays after approval.

SECTION 3. In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize current employees (who will be assigned to perform the work) when the Employer determines that in-house training is appropriate for new skill requirements. Selection for such training opportunities will be consistent with the criteria in applicable regulations; however, neither the selection for nor the completion of such training will automatically ensure an employee of a reassignment or promotion. The Employer will identify areas of skill in which scarcities exist and inform employees of these areas. Furthermore, the Employer will, to the extent practicable, establish training opportunities in these areas and inform the employees how to apply for training.

SECTION 4. In cases where automation or technological changes do away with various jobs or positions, the Employer will make every effort to reassess and/or retrain the affected employees for reassignment to other jobs in the activity at salaries equal to, or as near as possible to, present salaries and wages. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the retraining of employees involved. As determined appropriate, the Employer will waive qualification requirements to enter into training program agreements in an effort to place employees in lines of work where their services can be utilized. The Employer will provide for the additional training required due to technological changes.

SECTION 5. The Employer will, to the extent practicable, provide employees on-the-job cross training, employing such techniques as interchanging employees when they

share mutual desires and aptitudes to receive training in each of their respective positions when such does not adversely affect the mission of the Employer. Training required by the employee in connection with officially assigned duties will be accomplished at the Employer's expense.

SECTION 6. When formal training is to be given to some but not all unit employees in a given occupational or organizational group level, merit promotion procedures shall be followed in selecting career and career-conditional employees for training given solely to prepare employees for advancement and which is required for promotion. Army career programs are an exception to the provisions of this Section. Management will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

SECTION 7. In the event of a reduction-in-force, the Employer will coordinate with the State Employment Service to determine whether any of the affected employees may be eligible for training at Government expense, and if so, will inform employees how to apply for training.

SECTION 8. The Employer will give advance notice to the Local in regard to the installation of any new equipment, machinery, or process, which would require additional training.

SECTION 9. Employees who would be separated by reduction-in-force under conditions which would entitle the employee to severance pay may be retrained provided needed spaces and funds are available and in accordance with applicable laws, rules, and regulations for a position at Fort Gordon. If an employee feels he/she is eligible for training but is not selected for the training, the Employer shall, upon request by the Local and the employee, give specific reason(s) why the employee was not selected for the training.

SECTION 10. An employee may request advance payment of tuition for Civilian Personnel Advisory Center approved courses of study. However, before advance payment of tuition is made, the employee will be required to sign a statement concerning repayment if he/she fails to complete the course of study or attain a passing grade.

ARTICLE 27 - PROMOTIONS AND DETAILS TO POSITIONS IN THE UNIT

SECTION 1. Merit Promotion and Placement will be administered in accordance with the Southeast Region Merit Promotion and Placement Plan. Where changes are necessary, the parties agree to negotiate prior to implementing the changes.

SECTION 2. Managers will designate a person within their activity to print a copy of the internal recruitment notice from the CPAC on-line web site at <http://gordon.army.mil/dhr/internal.htm> and post the copy on all official bulletin boards each day. Employees will apply in accordance with applicable regulations.

SECTION 3. Temporary Promotions.

a. Competitive temporary promotions in excess of 120 calendar days will be processed in accordance with the Southeast Region Merit Promotion and Placement Plan, applicable regulations, and the provisions of this Article.

b. The Employer agrees, to the extent possible, to avoid the use of temporary promotions where a permanent promotion/placement action can be taken.

c. Temporary promotions will not be used primarily for training or evaluating an employee in a higher grade position; to give an employee a trail period before permanent promotion; to decide among candidates for permanent promotion; or to train employees in higher grade duties.

d. When an employee is assigned to perform higher grade duties of an established position, on a temporary basis, for more than 30 days, he/she will be given a temporary promotion. If an employee is assigned to perform higher grade duties of an established position on a temporary basis and does not meet the minimum OPM qualifications, the action may be processed as a detail not to exceed 60 days. However, if there are qualified employees under the supervision of the first-line supervisor where the detail is to be performed, a detail of an unqualified employee will not be used solely to avoid temporarily promoting a qualified employee.

SECTION 4. Details.

a. Definition. A detail is the temporary assignment of an employee to a different set of duties or position for a specified period, with the employee returning to his/her regular duties at the end of the detail unless an interim personnel action is accomplished.

b. Inability, not refusal, to perform a detail under this Section will not be the basis for proposing disciplinary or adverse action, i.e., removal from Federal service, suspension, or official written reprimand. Appropriate action may be to cancel the detail.

c. Basic Policies and Requirements.

(1) When Permitted. A detail may be made to meet emergency situations occasioned by abnormal workload, change in mission or organization, special project, or in the event of unanticipated and anticipated absences. In addition, details may be appropriate in the following circumstances:

(a) For training purposes.

(b) Pending official assignment.

© Pending official description and classification of a new position.

(d) Pending security clearance.

(e) Pending official promotion when a employee's current position is abolished and the new position of a higher grade is established in lieu thereof as a result of increased duties and responsibilities for which the employee is qualified, but lacks 60 or less days before meeting the time-in-grade requirement as established by the Office of Personnel Management (OPM) regulations.

(f) When an employee does not meet minimum OPM qualifications requirements.

(2) When Prohibited. Details to other occupational series during three months after initial competitive appointment will be in accordance with OPM regulations. Details which exceed one year will be made in accordance with OPM regulations.

(3) Noncompetitive details will not be used to provide training or developmental assignments when it is known that such training will give the employee an advantage for advancement/promotion over another employee who has not been provided the same opportunity. Employees may be detailed to an established position at the same or lower grade for up to 1 year in increments of 120 days. Extensions beyond 1 year will require prior approval of the Commander.

(4) When it is known that a detail to a position with known promotion potential is expected to last for more than 60 days, competitive selection procedures will be used. Competitive merit principles will also be used if, after completing the detail to a position with known promotional potential, the employee will have to spend more than 60 days (prior service under both previous details and temporary promotions included) during the preceding 12 months.

(5) Selections for details of 60 days or less to perform a set of duties which have been tentatively determined to be at a higher level than the position held by the selectee, or to an established position at the same grade level with known promotion potential will normally be rotated equitably, within the organization, for each subsequent detail, to the extent feasible, among those whom management has determined to possess the required qualifications and skills needed to perform the work of the detail, except when competitive procedures are required. Additionally, employees who do not meet minimum OPM qualification requirements may be non-competitively detailed to an established higher-level position for 60 days or less, in accordance with Section 3d of this Article.

(6) Details to a different set of duties or established position of equal grade should be rotated equitably among employees with the required skills within the organization to the extent feasible.

(7) The employer agrees that records shall be kept by the responsible manager covering all unofficial details for 5 consecutive days or more but less than 30 days. If requested in writing, an employee will be given a written explanation of the duties and responsibilities of an unofficial detail and the expected duration if the unofficial detail is to exceed one pay period. Otherwise, such notification will be given verbally.

d. Details in excess of 30 calendar days will be recorded on an SF 52 for inclusion in the employee's Official Personnel Folder.

SECTION 5. The filling of positions from any appropriate source shall be in accordance with Section 1 of this Article.

ARTICLE 28 - EMPLOYEE UTILIZATION

SECTION 1. Utilization of employees will be in compliance with appropriate laws, rules, and regulations of higher authority.

SECTION 2. To the maximum extent practicable, a helper will work with or under direction of a journeyman of his trade. This does not prevent helpers from working alone or performing other duties as assigned.

SECTION 3. The Employer will give the Local 30 calendar days advance notice of its intention to solicit bids for contract work which could result in a reduction-in-force or demotion of any member of the unit. This notice will provide explanation of the reasons

for the solicitation. During this time period, the Local will be afforded an opportunity to file an objection to the proposed action. The Employer will consider the objection, meet with the Local, and furnish the Local a written decision on the proposed action. The employer agrees to meet all bargaining obligations, if required by law.

SECTION 4. a. The Employer agrees to abide by all applicable laws, rules, and regulations of higher authority with respect to contract activity.

b. When the Employer determines that bids will be solicited, the Employer will take all reasonable and prudent action in an effort to minimize any adverse impact on unit employees.

SECTION 5. The Employer shall give the union 30 days (calendar) advance notice of its intent to convert any bargaining unit position(s) to military position(s). The Employer agrees to meet their bargaining obligation as required by law.

SECTION 6. Where a position is established as a civilian position and a vacancy occurs, and the Employer elects to fill the vacancy either temporarily or permanently, first consideration will be to fill the vacancy with a civilian employee.

ARTICLE 29 - REDUCTION IN FORCE

SECTION 1. The Employer agrees to notify the Local in writing of the necessity for a reduction-in-force of unit employees as far in advance as practicable and of the reasons therefor. The Employer also agrees to inform the Local in writing of the affected competitive levels and the number of employees affected when this information becomes available.

SECTION 2. All reduction-in-force actions will be accomplished in accordance with governing Department of the Army and Office of Personnel Management regulations.

SECTION 3. The Employer agrees that all possible action that is reasonable will be taken to avoid or minimize the impact of a reduction-in-force prior to separating employees. Such action may include, but not necessarily be limited to, restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions, retraining for other positions, filling vacancies by internal placement from affected personnel, and terminating limited appointments. The Local recognizes that during a reduction-in-force the Employer must adhere to manpower ceilings and funding guidance provided by a higher headquarters.

SECTION 4. An employee adversely affected by a reduction-in-force shall be informed of his/her rights to saved grade/pay if offered a position at a lower grade and be informed that refusal to accept the position at a lower grade or with the contractor may adversely affect his/her entitlements and severance pay.

SECTION 5. An employee adversely affected by a reduction-in-force has a right to review all of the records pertaining to the action and to see a copy of the Army and Office of Personnel Management regulations pertaining to reduction-in-force. This includes a review of the retention register for his/her competitive level and those for other positions for which he/she believes he/she is qualified down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer or, if separation is proposed, all positions equal to and below the grade of his/her current position.

SECTION 6. The name of any permanent status employee who is separated by reduction-in-force action shall be placed on the Reemployment Priority List maintained

by the Civilian Personnel Operations Center. Career status employees shall be given preference in rehire for a period of 2 years from the date of separation and career-conditional employees shall be given preference in rehire for a period of 1 year from the date of separation. Such employees shall be given preference in rehire for both permanent and temporary positions for which qualified in the reverse order of his/her separation. Any such employee who notifies the Employer at the time of his/her separation that he/she will accept temporary employment will be considered for the same position on a temporary basis. Acceptance of a temporary position by an employee on the Reemployment Priority List will not affect his status on the list or his eligibility for reemployment in a permanent position.

SECTION 7. Grievances involving reduction-in-force (RIF) must be submitted in accordance with Article 33, Section 10, Step 1.

ARTICLE 30 - EMPLOYEE SUGGESTION PROGRAM

SECTION 1. Suggestions may be a topic for discussion at Employer - Local Committee meetings and also topics for the Partnership Council, when the Partnership Council is established.

ARTICLE 31 - PERFORMANCE APPRAISALS

SECTION 1. Department of the Army annual performance appraisals will be given by the person who is responsible for the employee's work and who assigns and reviews the employee's work.

SECTION 2. The annual performance rating will be completed in accordance with Army Regulation (AR) 690-400 Chapter 4302. Prior to implementing changes in AR 690-400 the local will be given the opportunity to negotiate.

SECTION 3. Evaluations.

a. Performance management is an inherent responsibility for all those in positions of leadership. Performance evaluations will be discussed with the employee in private. The employee has the right and is encouraged to freely state his/her views. The evaluation of an employee's performance is usually based on observation. Evaluations should be based on a knowledge of job performance and of the conditions under which the work is performed. Informal discussions between the supervisor and the employee shall occur when it becomes apparent to the supervisor or employee that the need exists to assure mutual understanding of changes in tasks/objectives as related to job requirements. When an employee encounters problems in performance, he/she should identify these problems and bring them to the attention of the appropriate supervisor. Employees and supervisors should make a concerted effort to resolve problems.

b. An employee who has completed his/her probationary period and who is failing performance objectives/tasks shall be given a Performance Improvement Plan (PIP) in accordance with applicable regulations.

c. The employee's performance evaluation will be discussed with the employee by his/her rater prior to entering the rating on the employee's record card. The rating on the performance evaluation shall be typed or completed in ink. A rating will not be changed after the form has been signed by the employee without giving the employee an opportunity to initial the change.

d. Any critical or adverse comments used by the supervisor in connection with an “Unsuccessful” performance evaluation shall identify incidents of unacceptable performance. The supervisor has a responsibility of assisting employees in achieving evaluations of success and giving examples of “excellence” to Base System employees.

SECTION 4. The assignment of pro rata quotas or other predetermined numerical limits, other than monetary limits to control the granting of the various types of performance awards, are prohibited. This includes establishment of any limit on the number of “Successful Level 1” evaluations. Guidelines issued by the Civilian Personnel **Advisory Center** will not be construed as restraints on the granting of any level of performance evaluation or a performance award to a deserving employee.

SECTION 5. a. The performance plan will be based on the duties and responsibilities assigned by management to the employee. The foundation for the performance plan is the employee’s job description.

b. The performance plans representing the joint effort of the ratees and their rating chains, should be in place within 30 days from the beginning of each rating period. All ratees should have pre-established 12 month rating periods.

c. Performance plans will be in writing and given to employees in accordance with Section 4.b. of this article or upon assignment to a different to a different established position for 120 or more calendar days. If there is a significant change in the performance plan during the evaluation period, the change will not be used as a basis for an employee’s performance evaluation unless the employee has performed under the performance plan for a minimum of 120 calendar days.

SECTION 6. Upon completion of annual ratings and award cycles, and upon union request, the local union will be provided a listing of bargaining unit employees receiving awards in the rating cycle to include unit employees’ names and type of award received when needed to process a specific grievance. If at some future time the CPAC generates for publication a listing of monetary awards the CPAC will provide a copy of the listing to the union.

SECTION 7. To maintain a quality civilian workforce and encourage employees to strive for top performance, supervisors should take positive action as soon as a performance problem is observed.

SECTION 8. The following are examples of some of the uses of performance evaluations: promotions, reassignments, training, rewarding, and separations.

ARTICLE 32 - ACCEPTABLE LEVEL OF COMPETENCE FOR GENERAL SCHEDULE (GS) EMPLOYEES

SECTION 1. An employee will be granted a within-grade increase when he/she has met all regulatory requirements. The granting of a within-grade increase is based upon an employee performing at an acceptable level of competence, which is successful level 3 or above in accordance with Army Regulation (AR) 690-400, Chapter 4302, Subchapter 2.

SECTION 2. When an employee’s performance is not at successful level 3 or above, his/her within grade increase will be withheld in accordance with applicable regulations.

SECTION 3. When an employee's performance rating for the past performance evaluation period is less than successful level 3 and the employee is due a step increase, the step increase will normally be withheld. The employee will be given written notice as soon as possible after completion of the waiting period that the step increase has been withheld.

SECTION 4. Any written notice given to an employee that his/her step increase has been withheld will inform the employee of the basis for withholding the step increase, the procedures and time limits for requesting an administrative reconsideration, and of the employee's right to select a representative in presenting the request for reconsideration.

SECTION 5. An employee may request reconsideration of a negative determination. The request will be presented orally and/or in writing within 15 calendar days. The request will be submitted to the official identified in the notification given the employee. The official will make a decision within 10 workdays of receipt of the written and/or oral request. If, upon reconsideration,:

- a. The negative determination is overturned, the effective date of the within-grade increase will be the original due date.
- b. The negative determination is sustained, the employee will be informed in writing of the reasons for sustaining the negative determination and of his/her right to appeal that decision.

SECTION 6. An employee who has not been informed of the performance requirements and/or task/objectives for his/her position at least 30 days before the end of the waiting period and who is not performing at successful level 3, shall have his/her determination postponed for 90 calendar days. At the time the employee is advised of the postponement, he/she will also be advised of the objectives/tasks required in order to perform at an acceptable level. If at the end of the 90-day period the employee is performing at an acceptable level, the within grade increase becomes effective retroactively to the original due date.

SECTION 7. After a step increase has been withheld, a new determination will be made by the supervisor at any time the employee's performance reaches an acceptable level of competence, but in no event later than 52 weeks from the end of the waiting period of the original due date for the within-grade increase. In this case, the within-grade increase will be effective the beginning of the next pay period which begins after the favorable decision is made.

SECTION 8. No step increase may be granted to an employee without a positive determination from a management official that the employee's performance is of an acceptable level of competence.

ARTICLE 33 - DISCIPLINARY ACTIONS

SECTION 1. Primary emphasis will be placed on preventing situations requiring disciplinary action through the application of effective employee-supervisor relations. All parties will strive to maintain effective communications between employees, the Union, and the Employer.

SECTION 2. A disciplinary action, for the purpose of this Article, is defined as a written reprimand, suspension, reduction-in-grade or pay (for reasons personal to the employee),

or removal, and shall be taken in accordance with applicable regulations and will be taken for just cause.

SECTION 3. When matters which may lead to disciplinary action are being discussed with an employee, the employee will be entitled to Union representation, if requested. This request may be made prior to or during the discussion. Once the request is made, no further discussion of the matter will take place with the employee unless the representative is present. If the employee's selected representative will not be available for more than 8 hours (not to exceed 24 clock hours), the employee may be required to select a representative who is immediately available. Upon request by the employee or his/her representative, all information pertinent to the discussion will be made available for review by the employee or his/her representative.

SECTION 4. Unit employees against whom disciplinary action is taken will be advised of their right to file a grievance in accordance with the procedures set forth in Article 34 of this Agreement.

SECTION 5. Immediately prior to delivering a letter of proposal to suspend, to reduce in grade or pay, to remove, or a letter of reprimand, the employee concerned will be asked if he or she desires a Union representative to be present at the time of the delivery. If an employee desires a representative, the letter will not be delivered until the representative arrives. However, should the employee be unable to obtain a representative within 2 hours, the letter may be delivered without a representative present.

SECTION 6. In all disciplinary cases, the Employer will furnish the affected employee with an extra copy of a proposed disciplinary action, or a letter of decision to officially reprimand, which he may provide to his/her representative. The employee's selection of representative, if any, shall be made in writing and submitted to the Civilian Personnel Advisory Center, Fort Gordon, Georgia 30905, prior to any meeting with any management person. If the employee selects a representative, a copy of future items of Employer-initiated correspondence to the employee will be sent to the representative until such time as the Employer is notified by the employee in writing that said representative is terminated or changed. Employees shall be given not less than 10 calendar days to reply to any proposed disciplinary action. Official time allowed to prepare a reply shall be a reasonable amount and shall be available to both the employee and representative, if any. Likewise, a reasonable amount of official time shall be granted to prepare a grievance if disciplinary action is taken. Time used by the representative under this Section shall be in accordance with Article 6.

SECTION 7. The release of any material or correspondence referenced in this Article will be consistent with the release of same under the Privacy Act and/or Freedom of Information Act.

ARTICLE 34 - NEGOTIATED GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. The purpose of this Article is to provide a mutually acceptable procedure to resolve grievances filed by employees or by either party to this Agreement.

SECTION 2. a. A grievance under this procedure means any complaint:

(1) By an employee concerning any matter relating to the employment of the employee;

(2) By an employee or the parties concerning:

- (a) The effect or interpretation, or a claim of breach, of this Agreement;
- (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

b. This procedure does not apply to any grievance concerning:

- (1) Any claimed violation relating to prohibited political activities;
- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal for national security reasons (Section 7532);
- (4) Any examination, certification, appointment, or non-selection for competitive promotion;
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (6) Suggestions, monetary, or honorary awards unless a specific provision of this Agreement has been violated;
- (7) Separation or termination of a probationary employee;
- (8) Any matter outside of the bargaining unit;
- (9) EEO complaints.

SECTION 3. a. This procedure is the exclusive procedure available to the parties and employees for resolving grievances defined in Section 2.a. of this Article, except that an employee affected by a removal or reduction-in-grade based on unacceptable performance, or by an adverse action as defined in 5 USC Section 7512, may, at his/her option, raise the matter under the appropriate statutory procedure or this procedure, but not both. If the employee elects to raise the matter under this Article, the grievance must be filed in accordance with Section 10, Step 3 of this procedure. The grievance must be received within 15 workdays after the effective date of the action and contain the information specified in Section 8. For the purposes of this Section and pursuant to 5 USC Section 7121(d) and (e)(1) of the CSRA, an employee shall be deemed to have exercised his/her option when the employee files a timely action or appeal under the statutory procedure or files a timely grievance in writing in accordance with Section 10, Step 3 of this procedure.

b. Dissatisfactions excluded from this procedure may be pursued through other grievance, appeal, or complaint procedures which may be available under applicable laws, rules, and regulations.

SECTION 4. Most misunderstandings or disputes can be settled promptly and satisfactorily on an informal basis at the immediate supervisor's level. The Employer and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in a work setting, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Employees, employee representatives, and all

other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

SECTION 5. Any unit employee(s) may file a grievance under this procedure but only with representation by the Union. If an employee(s) wishes to present a grievance without Union representation, only the employee, with no representative, may present the grievance to the Employer and have it adjusted provided the decision is not inconsistent with the terms of this Agreement and the Union is given the opportunity to be present during the grievance proceedings. The Union will be provided a copy of all written decisions. The decision will not be implemented if the Union expresses disagreement with it in accordance with Section 11 of this Article and until the matter is resolved.

SECTION 6. An employee and/or his/her representative will be allowed a reasonable amount of official time if otherwise in a duty status for preparation and presentation of their grievance. Any official time intended for these purposes must be requested from and approved by the supervisor. Management will make a concerted effort to include changing an employee's hours/days of work to schedule the time of a grievance presentation so all parties will be in a duty status.

SECTION 7. Time limits specified in this Article may be extended by mutual agreement of the parties as attested to by a Memorandum for Record signed by both parties. Failure of the Employer to observe the time limits for any step shall entitle the employee/representative to advance the grievance to the next step. Failure of the employee/representative to observe the time limits for any step shall entitle the Employer to raise the timeliness issue.

SECTION 8. Grievances submitted at steps which require the grievance to be in writing will contain the following information:

- a. A statement of the complaint citing the specific Section(s) and Article(s) of this Agreement or the specific provision(s) of the law(s), rule(s), or regulation(s) which have been allegedly violated, misinterpreted, or misapplied, and generally for Step 2 grievances, but specifically for Step 3 grievances, how each cited Section, Article, law, rule, or regulation is believed to have been violated.
- b. A statement of the specific remedial action sought. For purposes of this Article, remedial action is defined as a specific remedy directly benefiting the aggrieved party(ies) and does not include a request for disciplinary or other action affecting another person.
- c. The name and duty phone number of the employee and the employee's representative.
- d. At each successive step of the grievance procedure, to include arbitration, the written grievance will specify which issue(s) remain unresolved and will not include any remedial action granted at a prior step.
- e. Once a grievance is filed in writing, no new issues, remedies, or violations of this agreement, laws, rules or regulations can be raised.

SECTION 9. Questions of Grievability or Arbitrability. In the event either party declares a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The party making such a declaration may serve it in writing upon the other party at any time, but not later than the written answer provided for in Section 10, Step 3 or Section 11 of this Article.

SECTION 10. Employee-Initiated Grievances.

STEP 1. a. The grievance will be presented either orally or in writing by the employee(s) and/or Union representative to employee's immediate supervisor. If the grievance is presented orally, the employee/Union representative must inform the supervisor prior to the meeting that Step 1 of the grievance procedure is being invoked. At this step, the employee/Union representative will be as specific as possible about the nature of the grievance and the remedial action sought.

b. Grievances not involving firefighters must be presented to the employee's immediate supervisor within 15 workdays; grievances involving firefighters must be presented to the employee's immediate supervisor within 9 workdays of the following:

- (1) Occurrence of the matter causing the grievance;
- (2) First becoming aware of the circumstances causing the grievance.

c. If the grievance involves the immediate supervisor, or the immediate supervisor does not have the authority to resolve the grievance, the first step may, if the employee desires, be held with the next higher level supervisor except when the next higher level supervisor is the Commander or Deputy Commander, United States Army Signal Center and Fort Gordon; the Commander, Dwight David Eisenhower Army Medical Center; the ADL Commander, US Army Dental Activity; or **Commander, U. S. Army Dental Laboratory.**

d. The supervisor will, unless an extension is granted, meet and discuss the grievance with the employee/Union representative within 5 workdays of its submission. The supervisor will give the employee/Union representative a decision within 5 workdays after conclusion of the meeting(s). The decision may be given orally or in writing.

e. When a grievance is filed concerning a written reprimand, a suspension, or withholding of a within-grade step increase, the grievance will be submitted 15 workdays after the effective date of the action. The grievance will be submitted to the employee's immediate supervisor, in writing, in accordance with the requirements of Step 2 of this Section, and contain information specified in Section 8. It is a supervisor's responsibility to arrange for the second step meeting with the management official below the Commander who has the authority to make or officially recommend a decision.

f. When a grievance is filed concerning a removal, or reduction in grade or pay, the grievance must be **filed** within 15 workdays after the effective date of the action in accordance with the requirements of Step 3 of this Section, and contain the information specified in Section 8.

STEP 2. a. If the employee is not satisfied with the decision at Step 1, he may submit his grievance in writing to his immediate supervisor. The written grievance will be signed by the employee and **filed** within 15 workdays of the employee's receipt of the Step 1 decision.

b. Management will arrange for the employee and representatives (not to exceed two) to present the grievance within 10 workdays to the appropriate management official below the Commander who has the authority to make or officially recommend a decision. Management will give the employee and/or the representative notice of when and where the meeting will be held.

- c. The management official and other personnel (not to exceed two) whom he/she deems pertinent will be present during the presentation of the grievance.
- d. The management official's written decision will be provided to the employee and representative within 10 workdays of the meeting(s).

STEP 3. a. If the employee is not satisfied with the Step 2 decision, he/she may submit the grievance in writing **to be filed** within 15 workdays after receiving the Step 2 decision. The grievance will be addressed to the appropriate Commander, ATTN: Civilian Personnel Division, Management Advisory Services Branch.

b. The appropriate Commander, or designated representative, with such personnel as he/she desires, will meet with the employee and his/her representatives if otherwise in a duty status within 15 workdays of receipt of the grievance. It is understood that both parties will restrict attendance to the minimum number personnel.

c. The appropriate Commander or designated representative will issue a written decision to the employee and representative within 15 workdays of the meeting.

d. If the employee and/or the Union are not satisfied with the Commander's decision, the Local may refer the matter to arbitration in accordance with Section 12.

SECTION 11. Grievances arising directly between the Union and the Employer will be processed as follows:

a. The grieving party will submit its grievance in writing to the other party within 15 workdays after the specific act or incident causing the grievance, or first becoming aware of the circumstances causing the grievance. Written grievance will contain the information specified in Section 8a. and b. of this Article.

b. The parties will meet within 15 workdays after receipt of the grievance to discuss the matter(s) involved in the grievance. The parties may not consist of more than three members. The party against whom the grievance is filed will give a written decision to the aggrieved party within 15 workdays of the conclusion of the meeting(s) on the grievance.

c. Within 20 workdays of receipt of the written decision or expiration of the time limit, the aggrieved party may refer the matter to arbitration in accordance with Section 12.

SECTION 12. Arbitration.

a. In the event the Employer and the Local fail to satisfactorily settle any grievance under the procedure set forth in this Article, then such grievance, upon written notice by the party desiring arbitration to the other party, shall be referred to arbitration. The parties will equally share any cost incurred from FMCS for their services in obtaining the initial panel of arbitrators. The party requesting additional panels from FMCS will bear the full cost. Such written notice must be received not later than 20 workdays following the receipt of the final decision from the party having authority to make the decision and must be in the following format:

(1) In writing and addressed to the appropriate Commander, ATTN: Civilian Personnel Advisory Center or to the President, Local 2017, American Federation of Government Employees, as appropriate;

(2) Specify the issue(s), the reason(s) for the request, and the Article(s) and Section(s) which are at issue and specifically how they are alleged to have been violated;

(3) Specify the remedy sought. Arbitration may be invoked only by the Employer or the Local.

b. Within 5 workdays after the written notice provided for above, if a mutually agreeable arbitrator is not selected, the parties shall request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

c. If for any reason either party refuses to participate in the selection of an arbitrator, or fails to act without good cause in accordance with Section 12.b. of this Article, the Federal Mediations and Conciliation Service (FMCS) shall be empowered to make a direct designation of an arbitrator to hear the case.

d. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each may submit a separate submission to the arbitrator and the arbitrator shall determine the issue or issues to be heard.

e. The arbitrator shall not have the authority to add to, delete from, change, alter, amend, or modify this Agreement, published policies, or regulations.

f. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Local. Arbitration hearings shall be held, if possible, on the Employer's premises, between 0730 hours and 1530 hours of the basic workweek of Monday through Friday, excluding holidays. If a party cancels an arbitration, then the party canceling the arbitration shall be responsible for the arbitrator's cancellation fee.

g. Either party may request a transcript. The party requesting a transcript will bear the full cost and retain control of the transcript. If the other party subsequently requests a copy, the party must pay half of the total cost. Either party, at its election, can tape-record arbitration hearings.

h. When the issue of grievability and/or arbitrability is raised, it is in the best interest of both parties for the arbitrator to hear issues of grievability and/or arbitrability as well as the issue(s) of the grievance in the same hearing. Therefore, the arbitrator shall be requested to hear arguments regarding all issues in the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearing.

i. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

j. The arbitrator's award shall be binding on the parties. Either party to this Agreement may file exceptions to the arbitrator's award in accordance with applicable laws and each parties' applicable regulations or procedures.

k. Representation for the parties at any arbitration hearing shall normally not exceed two persons. If either party elects to have a third representative present at the hearing, it shall give prior notice to the other party, which may then have a third person present.

SECTION 13. At any step of these proceedings, both parties shall have the right to call a reasonable number of relevant witnesses. Employees' attendance at grievance proceedings will be scheduled to minimize the employees' absence from his/her work section. Participants assigned to the installation who are employees of the employer shall be allowed official time while serving as a witness.

SECTION 14. Workdays, as used in this Article, are Monday through Friday excluding holidays which occur on one or more of these workdays.

SECTION 15. In the case of identical grievances involving a group of employees, one employee's grievance may be selected by the Union for processing, and all decisions for that one grievance will be binding on the other grievants. The Union shall notify the Employer in writing of the employee's grievance selected for processing and the other grievants involved. Likewise, where there are similar but not identical grievances, the grievances may be consolidated into one hearing in which case the party rendering the decision will issue a decision on each grievance.

SECTION 16. During the life of this contract, the parties will alternate the first strike from the list of arbitrators provided by FMCS for all arbitration cases for which the parties cannot mutually agree on an arbitrator. The union shall have the first strike from the first list.

ARTICLE 35 - CONSULTATION AND NEGOTIATION

SECTION 1. The Employer and the Local are obligated to negotiate in accordance with the requirements of 5 USC 7101 on matters relating to changes in personnel policies and practices, and conditions of employment not already covered by this agreement. The parties are also obligated to negotiate in accordance with Executive Order 12871 on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

SECTION 2. This Agreement does not alter the responsibility of either party to meet with the other to advise, discuss, consult, confer, and negotiate, as appropriate, to conscientiously seek a mutually satisfactory solution to matters not covered by this Agreement, nor does it preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work or technological change.

SECTION 3. When establishing or changing personnel policies, practices, or conditions of employment, the Employer shall give due regard to its obligation to negotiate or consult with the Local as set forth below:

a. It is recognized that consultation between the parties and conscientious consideration of each party's views and suggestions fosters good labor-management relations. In this light, the parties will endeavor to resolve all issues by consultation. Consultation is the consideration of the Union's views and suggestions in the formulation and implementation of the proposed change but results in a decision by the Employer.

b. After being given written notification by the Employer of the nature, purpose and expected impact of a proposal, the Local may provide its views/counterproposals in writing within 10 calendar days. The following guidelines will govern negotiations:

(1) Negotiations will be held at a mutually agreeable time, date, and place, normally during the regular workweek of Monday through Friday, 0730-1600 hours;

(2) The Employer and the Local may be represented by three representatives, one of whom will serve as a Chief Spokesman for each party;

(3) Any employee(s) of the Employer who serve as a Union representative, as provided in (2) above, will be allowed the time spent in preparation/negotiations during his/her work hours as official time;

(4) Negotiations will begin within 5 workdays after receipt of the Union's counterproposals;

(5) Any dispute which may arise over the negotiability of an issue, and/or impasses during negotiations shall be resolved in accordance with procedures established by the Federal Labor Relations Authority;

c. Failure by the Union to meet the time limits herein shall constitute a waiver by the Union of its rights under this Article.

d. Any Memorandum of Understanding or other agreement reached under this Section shall be considered valid and binding upon the parties only if such is in writing and signed by both parties.

e. The parties, on a case by case basis, may mutually agree to modify a part of this Section and/or extend the time limits used in this Section.

ARTICLE 36 - UNFAIR LABOR PRACTICE INFORMAL PROCEDURES

SECTION 1. Prior to the filing of an Unfair Labor Practice (ULP) with the Federal Labor Relations Authority (FLRA), the party alleging that ULP has been committed shall notify the other party in writing of the alleged violation(s).

SECTION 2. The notification shall be addressed to the Union President or the appropriate commander, as applicable.

a. The notification shall identify which portion(s) of Section 7116 of the CSRA that is alleged to have been violated.

b. How the identified portion(s) is alleged to have been violated.

c. What specific remedial action is sought by the alleging party.

SECTION 3. All attempts to revolve the allegation(s) will be made in good faith.

SECTION 4. The party against whom the alleged ULP is filed shall have not more than 30 calendar days to settle the matter before formal charges are filed with the FLRA.

SECTION 5. Exceptions to this informal procedure for resolving alleged ULPs are alleged violations of parts (a)(6), (b)(6) and (7) of Section 7116 of the CSRA. A ULP concerning such a violation may be filed directly with the FLRA.

ARTICLE 37 - EFFECTIVE DATE, DURATION, CHANGES

SECTION 1. This Agreement shall become effective 31 days from the date approved by the parties, subject to review by higher authority in accordance with 5 USC Sec. 7114©, as amended, and shall remain in full force and effect for 3 years thereafter. It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date, unless either party gives written notice not more than 105 calendar days nor less than 60 calendar days immediately preceding the expiration date of the Agreement of its desire to terminate, modify, or renegotiate the Agreement. In such cases, unless terminated, this Agreement shall be extended during periods of negotiations. Negotiations under this Section shall begin not later than 30 days after receipt of written request to terminate the Agreement or to renegotiate the Agreement, provided the Local is still entitled to exclusive recognition; provided further that this Agreement shall terminate at any time it is determined in accordance with 5 USC Sec. 7101 et seq. that the Local is no longer entitled to exclusive recognition. Termination of the Agreement will not in and of itself terminate the recognition granted the Local under Article 1.

SECTION 2. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on those amendments. No amendments shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

b. It shall be opened for amendment upon the written request of either party made within 30 calendar days after receipt by such party of any order, instruction, or regulation of Office of Personnel Management, of Department of Defense, Department of the Army, or higher authority which negates a provision of this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment request is based. The parties shall meet within 14 calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction. Such amendment(s) as agreed to will be duly executed by the parties.

c. Amendment(s) to this Agreement will be effective upon approval in the same manner as the basic Agreement.

APPENDIX I

Supervisor's Report on Union Representative's Use of Official Time

Instructions: 1. Supervisors will complete Items 1-7 of this form. Representative will complete Item 8. This form will, as a minimum, be completed in duplicate each time a Union representative uses official time due to Union representation or similar activities.

- a. Items 1-5: Self-explanatory.
 - b. Item 6: Indicate which category based on information provided by representative and using, as a guide, the explanation of each category listed on the form.
 - c. Item 7: Self-explanatory.
 - d. Item 8. The representative will sign/date the form attesting to the accuracy of the information on the form.
-
2. Upon completion of form, fold the original and staple so that the preprinted address on reverse side can be used for routing to the Civilian Personnel Advisory Center and placed in message center. The duplicate copy will be furnished to the representative.
 3. All questions should be referred to the Civilian Personnel Advisory Center at 791-8997.
 4. Supervisors are to record all time used on the representative's (employee's) Time and Attendance Report.
 5. The purpose of the Supervisor's Report form is to account for Representative's use of official time.

**SUPERVISOR'S REPORT ON UNION REPRESENTATIVE'S USE OF
OFFICIAL TIME**

(Labor-Management Agreement)

1. _____
(Date)
2. _____
(Name of Union Official/Representative)
3. _____
(Division/Branch)
4. _____
(Section/Unit)
5. Time Spent: Beginning _____ Ending _____
6. Nature of Business: _____

Category

I.A. - Basic, Renegotiation or Reopener Negotiations: Official time spent in negotiation or renegotiation of a collective bargaining agreement.

I.B. - Midterm Negotiations: Official time spent in negotiating local regulations, changes in hours of work, etc.

II. - On-going Labor-Management Relationship: Official time granted for representational functions in connection with all labor-management committees (general and specific).

III. - Grievances/Appeals: Official time granted for employee representation

Refer to Article 6, Section 5a and Appendix I of the Labor Management Agreement for instructions on completion of this form.